

Borrego Water District Board of Directors
Regular Meeting
February 25, 2020 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

I. OPENING PROCEDURES

- A.** Call to Order:
- B.** Pledge of Allegiance
- C.** Roll Call
- D.** Approval of Agenda
- E.** Approval of Minutes
 - 1. January 07, 2020 Special Board Meeting (3-4)
 - 2. January 14, 2020 Special Board Meeting (5-8)
 - 3. January 28, 2020 Regular Board Meeting (9-13)
- F.** Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G.** Comments from Directors
- H.** Correspondence Received from the Public: None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

- A.** Award of Contract to Rove Engineering for De Anza Pipeline Projects – G Poole (14-17)
- B.** Contract for Consulting Engineering Services with DDE – G Poole (18-32)
- C.** Contract for Consulting Services with EnrGen/Todd Holman for Solar Conversion Evaluation and Related Services – G Poole (33-52)
- D.** Membership in American Planning Association – D Johnson (53)
- E.** Update on Status of Settlement Agreement / Stipulated Judgment – VERBAL, G Poole (54)

III. STANDING AND AD-HOC BOARD COMMITTEE REPORTS – (55-56)

- A. STANDING:**
 - 1. Operations and Infrastructure – Delahay/Duncan
- B. AD-HOC:**
 - 1. Stipulated Judgment Implementation – Brecht/Duncan
 - 2. Risk Management – Brecht/Dice
 - 3. Grant Funding – Dice/Johnson
 - 4. Association of California Water Agencies/Joint Powers Authority – Dice/Johnson
 - 5. Organizational Staffing - Dice/Duncan
 - 6. Prop 218 and BWD Developers’ Policy – Brecht
 - 7. Town Hall 2020 Agenda – Dice/Johnson
 - a. Draft Agenda

AGENDA: February 25, 2020

All Documents for public review on file with the District’s secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004

Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

IV. STAFF REPORT

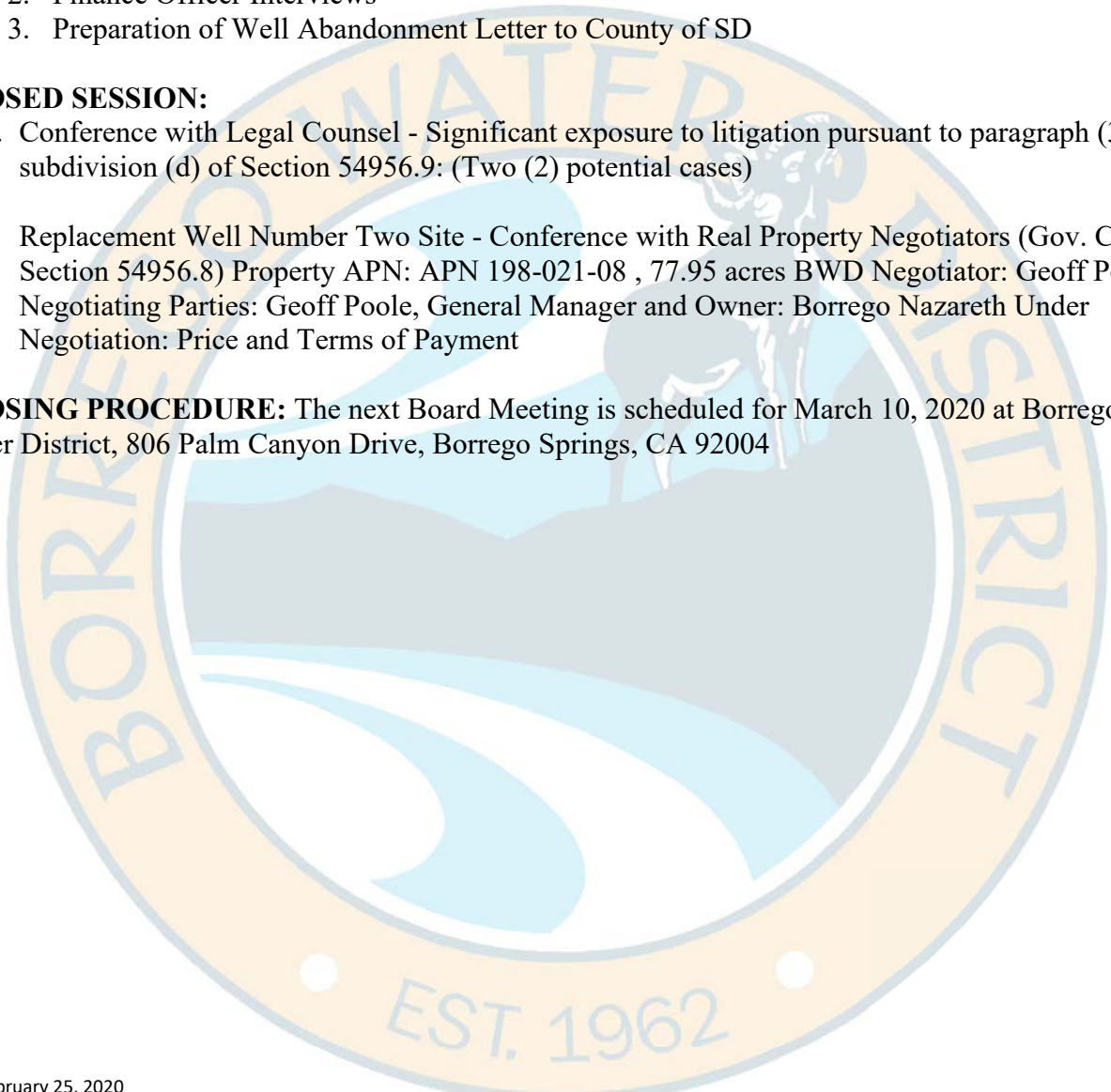
- A. Financial Reports: January 2020 (57-69)
- B. Water and Wastewater Reports: None
- C. Water Production/Use Records: None
- D. General Manager Report: Status Update and Verbal Discussion of: (72-74)
 - 1. Projected Bond Financed Project Expenditures Jan 2020 thru Jul 2022
 - 2. Finance Officer Interviews
 - 3. Preparation of Well Abandonment Letter to County of SD

V. CLOSED SESSION:

- A. Conference with Legal Counsel - Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: (Two (2) potential cases)

- B. Replacement Well Number Two Site - Conference with Real Property Negotiators (Gov. Code § Section 54956.8) Property APN: APN 198-021-08 , 77.95 acres BWD Negotiator: Geoff Poole Negotiating Parties: Geoff Poole, General Manager and Owner: Borrego Nazareth Under Negotiation: Price and Terms of Payment

VI. CLOSING PROCEDURE: The next Board Meeting is scheduled for March 10, 2020 at Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004



AGENDA: February 25, 2020

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Borrego Water District Board of Directors
MINUTES
Special Meeting
January 7, 2020 @ 8:30 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

I. CLOSED SESSION

A. Anticipated Litigation: Conference with Legal Counsel – Significant exposure to litigation pursuant to Government Code paragraph (3) of subdivision (d) of Section 54956.9: (One (1) potential case): The Board held a closed session beginning at 8:30 a.m., and the open session reconvened at 9:00 a.m. There was no reportable action.

II. OPENING PROCEDURES

A. Call to Order: President Dice called the meeting to order at 9:05 a.m.

B. Pledge of Allegiance: Those present stood for the Pledge of Allegiance.

C. Roll Call: Directors: Present: President Dice, Vice-President
Brecht, Secretary/Treasurer
Duncan, Delahay, Johnson

Staff: Geoff Poole, General Manager
Steve Anderson, Best Best & Krieger
Wendy Quinn, Recording Secretary

Public: Gary Haldeman Michael Sadler, *Borrego Sun*
John Peterson Martha Deichler
Rebecca Falk Shannon Smith, Rams Hill
Cathy Milkey, Rams Meet Panchal
Hill Harry Ehrlich
Beth Hart

D. Approval of Agenda: ***MSC: Brecht/Delahay approving the Agenda as written.***

E. Comments from the Public and Requests for Future Agenda Items: None

F. Comments from Directors: Director Duncan announced that he was pleased with the Stipulated Judgment. It was long overdue, the first time in 30 to 40 years that action is being taken to resolve the overdraft and move forward.

G. Correspondence Received from the Public: Deferred to Item III.A.

III. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

A. Review of Public Comment and Responses on Draft Water Rights Judgment and Associated Documents: Geoff Poole reported he had received 13 comment letters, all of which are on the BWD website along with the District’s draft responses. He planned to contact the people who sent letters. Michael Sadler pointed out that there were two sections in the comments; the *Borrego Sun* published the first section and will publish the second in the next issue. Mr. Poole explained that one section was comments and questions, and the other was specific recommendations for changes to the Stipulated Judgment (published in the current issue). Within those categories, the comments were sorted according to topic. President Dice noted that all comments were taken into consideration, and some have already been adopted.

Director Johnson announced that Mr. Poole would be speaking about the Stipulated Judgment at De Anza Country Club on Saturday at 3:00.

Martha Deichler commended the Board on working well together, unlike previous administrations.

B. Resolution No. 2020-01-01 of the Board of Directors of Borrego Water District Authorizing Board President to Execute Settlement Agreement; Authorizing Legal Counsel to File Adjudication Action; Authorizing Staff to Submit a Groundwater Sustainability Plan Alternative to the California Department of Water Resources; and Authorizing Staff to File Notice of Exemption: Steve Anderson announced that a redline version of the Stipulated Judgment, showing recent changes, was available on the BWD website. The definition of “de minimis” pumper, in response to the County’s request, was changed to include any type of pumping, not just drinking water. A new term was added, “parties in disagreement.” In section 3A regarding BPAs, language was added in three places: When payments are due from pumpers to the Water Master Board, exemption for water used for fighting fires, and clarification of water credits. The School District’s request for a non-reducible BPA of 22 afy for the elementary school was granted. There were some wording changes in the provisions regarding fallowing and water credits. Water Master Board voting rules were clarified; at least three votes are required, and in some cases four, regardless of the number of Board members present. Language regarding metering telemetry equipment was added. A question was asked whether the community representative on the Water Master Board could appeal the WMB’s decisions, and Mr. Anderson said the answer is yes. Provisions regarding mediation were added. One of the larger changes was that the community representative will be selected by the BWD Board.

Mr. Anderson summarized the actions which would be taken by the BWD Board if they adopt the Resolution proposed today: (1) Authorize the Board President to execute the settlement agreement; (2) authorize counsel to sign the water rights adjudication lawsuit and notice of lawsuit to landowners; (3) authorize the General Manager to submit the documents to the DWR as an alternative to the GSP; and (4) authorize staff to file a CEQA Notice of Exemption.

MSC: Brecht/Delahay adopting Resolution No. 2020-01-01 of the Board of Directors of Borrego Water District Authorizing Board President to Execute Settlement Agreement; Authorizing Legal Counsel to File Adjudication Action; Authorizing Staff to Submit a Groundwater Sustainability Plan Alternative to the California Department of Water Resources; and Authorizing Staff to File Notice of Exemption.

C. Schedule for Nominating and Selecting Water Master Board Community and/or BWD Representatives: Mr. Poole recommended scheduling a public forum for all the community WMB candidates, and further discussion will be on next week’s Agenda. President Dice suggested an evening meeting so more people can attend. Director Brecht had prepared some proposed questions and asked that they be distributed to the Board and candidates, but agreed to distribute them to the Core Team first. Mr. Poole announced the four community member candidates: Rebecca Falk, Mark Jorgensen, Bri Fordham and Martha Deichler.

Harry Ehrlich suggested sending a request to the Board of Supervisors to appoint a representative to the WMB. President Dice asked whether the BWD representative on the WMB had to be a BWD Board member, and Mr. Anderson replied that he/she did not.

D. Cancellation of Borrego Springs Sub Basin Groundwater Sustainability Plan Public Hearing: Mr. Anderson explained that a public hearing on the GSP had been scheduled for January 14, but now that the Stipulated Judgment has been approved, it is not needed. ***MSC: Brecht/Duncan cancelling the GSP public hearing on January 14.***

IV. CLOSING PROCEDURE

The next scheduled Board Meeting is January 14, 2020 – 9 AM @ 806 Palm Canyon Drive, Borrego Springs, CA 92004. There being no further business, the Board adjourned at 9:45 a.m.

Borrego Water District Board of Directors

MINUTES

Special Meeting

January 14, 2020 @ 9:00 a.m.

806 Palm Canyon Drive

Borrego Springs, CA 92004

I. OPENING PROCEDURES

- A.** Call to Order: President Dice called the meeting to order at 9:00 a.m.
- B.** Pledge of Allegiance: Those present stood for the Pledge of Allegiance.
- C.** Roll Call: Directors: Present: President Dice, Vice-President Brecht, Secretary/Treasurer Duncan, Delahay, Johnson

Staff: Geoff Poole, General Manager
Wendy Quinn, Recording Secretary

Public: Michael Sadler, *Borrego Sun* Meet Panchal
Randal Slane Fred Emery
Trey Driscoll, Dudek (via Marianne
teleconference, Item II.C only) Emery
Hugh McManus, Dudek (via
teleconference, Item II.C only)

- D.** Approval of Agenda: ***MSC: Brecht/Delahay approving the Agenda as written.***

- E.** Comments from the Public and Requests for Future Agenda Items: None

F. Comments from Directors: Director Delahay announced a hazardous waste pickup, including electronics and chemicals, Saturday, March 14, 9:00 a.m. to 2:00 p.m. at the High School.

- G.** Correspondence Received from the Public: None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

A. Selection of BWD Representatives on Water Master (WM) Board: ***MSC: Brecht/Delahay appointing Director Dave Duncan as the primary BWD representative on the Water Master Board, and President Kathy Dice as alternate.*** President Dice noted that Director Duncan was an excellent choice because of his involvement with development of the GMP and Stipulated Judgment. Director Brecht requested a written policy on responsibilities of the Water Master Board member and alternate and their terms of office. In response to a question from the audience, President Dice explained that the Water Master Board will be comprised of members representing BWD, agriculture, recreation, the community, and maybe the County. Pending Court and DWR approval of the Stipulated Judgment, the interim Water Master Board is expected to begin meeting in February.

B. Nomination and Selection Process for Community Representatives on WM Board: Geoff Poole explained that the community member of the Water Master Board will represent the community at large. After the public comment period on the Stipulated Judgment, the appointment procedure was changed. Originally, the first three Water Master Board members were going to appoint him or her from nominations by GSP Advisory Committee members representing BWD, the State Park, the Sponsor Group and the Stewardship Council, as well as the School District. Based on public comments, the representative will now be selected from those nominees by the BWD Board. The four nominees are Mark Jorgensen, Bri Fordem, Rebecca Falk and Martha Deichler. Mr. Poole suggested that the nominees meet with the Board in a public forum and answer questions prepared by the Core Team, as well as follow-up questions from the Board and the public. The candidates will be provided the prepared questions in advance.

Mr. Poole distributed the draft questions. Director Johnson recommended question no. 2 be amended to read in part, “. . . the most potentially important future issues” Discussion followed regarding question no. 3, relative to the Brown Act, and Mr. Poole agreed to work with the Core Team to clarify it.

C. Rams Hill Flood Control Inspection Report and Policy Recommendation: Mr. Poole explained that BWD owns and maintains the flood control facilities at Rams Hill, which were recently inspected. Trey Driscoll and Hugh McManus from Dudek reported on the inspection they completed. There had been no significant storm runoff since the initial Dudek inspection two years ago, but at approximately 18 locations they found some general erosion due to runoff which they recommend be addressed. Overall, the structures are in good shape and fulfilling their intended purposes. Mr. Driscoll recommended an engineer or consulting firm inspect the facilities at least every three years or if there is significant storm runoff.

Director Brecht asked whether there are standards for maintaining flood control structures. Mr. Driscoll replied that when the initial inspection was done, there was an evaluation standard, but the as-built drawings were unclear. Director Brecht recommended obtaining an engineer’s stamp on the drawings and asked for a cost estimate, which Mr. Driscoll estimated at over \$10,000. He will update the cost estimate and report back to the Board.

Mr. Poole pointed out that Greg Holloway and Alan Asche are qualified to do the recommended repairs as soon as possible. Mr. Driscoll will let them know what materials are needed, and Mr. Poole will come back to the Board with a suggested policy and frequency. Mr. Driscoll suggested the BWD crew inspect the facilities at least quarterly, as well as during and following any flood event. He explained that the District’s risk management policy includes cyber security and physical security for wells and other facilities. Staff will come up with an overall risk management policy and specific procedures, which can be expanded as issues arise. For the next meeting staff will work with Dudek on the Rams Hill cost estimate and with Brian Brady on a draft risk management policy.

D. Resolution of the Board of Directors of the Borrego Water District Adopting Meeting Schedule for 2020: Mr. Poole invited the Board’s attention to the proposed meeting schedule for 2020, the second and fourth Tuesdays of each month with adjustments for the holiday season. Director Brecht pointed out that the regular meetings (fourth Tuesday) are set with the County and do not require a resolution. The special meetings (second Tuesday) can be changed, so he recommended against including them in a resolution because then a change would require another resolution. President Dice pointed out that the regular meetings were set for the fourth Wednesday with the County, so a resolution is needed to change them to Tuesdays. Mr. Poole said he would plan on the special meetings on the second Tuesday unless he hears otherwise. In November and December, the regular meetings will be on the second Tuesday. ***MSC: Brecht/Delahay adopting Resolution No. 2020-01-02, Resolution of the Board of Directors of the Borrego Water District Revising the Schedule of Regular Meetings as amended; Regular Meetings every fourth Tuesday except in November and December, when they will be on the second Tuesday. Special meeting dates are deleted from the Resolution.***

E. Support for Borrego Valley Stewardship Council: Director Duncan reported that the Stewardship Council is considering gathering community groups to address environmental issues and is looking for support in creating agendas, providing meeting space and maybe some staff time. Mr. Poole pointed out that it would depend on exactly what is involved. BWD could provide meeting space, but preparation of agendas would impact staff time. Director Duncan said that the Chamber of Commerce or ABF might help. Director Brecht suggested requesting something in writing.

F. General Manager Salary Adjustment: President Dice reported that the Board had discussed the General Manager’s salary adjustment in closed session and evaluated his performance. All agreed he has done an amazing job with the GSP, Core Team and Stipulated Judgment while managing his duties as General Manager of BWD. He has performed admirably.

MSC: Brecht/Delahay approving a ten percent salary increase for Geoff Poole, General Manager, retroactive to July 11, 2019.

G. Update on Status of Settlement Agreement/Stipulated Judgment: Mr. Poole reported that Steve Anderson had nothing to report. Further discussion was continued to closed session.

III. STANDING AND AD-HOC BOARD COMMITTEE REPORTS

A. Standing:

1. Operations and Infrastructure. Mr. Poole reported that the Committee had held a couple of meetings over the past months. They discussed Proposition 218 and rate setting for the next five years and evaluated the CIP. They are looking at some changes to the system that might prevent the need to replace the Twin Tanks and Indian Head Tank by putting the reservoir in a different location, at a higher level. Director Brecht suggested that standing committees should have a regular meeting date and agenda. Mr. Poole explained that the Committee had an agenda, but not a regular date. Director Duncan reported that a fire hydrant had been knocked down at Club Circle and it took two people to close the valve. He suggested a valve maintenance program. Director Delahay reported that the hydrant was on the list for replacement, and Mr. Poole was working on it.

B. Ad-Hoc:

1. SGMA Compliance. Director Brecht reported that the Committee was close to disbanding. He will keep the Board informed.

2. Risk. Mr. Poole recommended adding President Dice to the Committee and combining it with the Air Quality Monitoring Committee. Director Johnson suggested including the emergency plan in the Committee's material.

3. Grant Funding. No report.

4. Association of California Water Agencies/Joint Powers Authority. No report.

5. Organizational Staffing. No report.

6. Prop 218 Preparation. Director Brecht reported he had scheduled a conference call with Raftelis to find out when their study would be completed. He suggested that the BWD Developers' Policy Committee be combined with this one.

7. Air Quality Monitoring. See Risk Committee.

8. BWD Developers' Policy. See Prop 218 Preparation Committee.

9. Town Hall 2020 Agenda. President Dice and Director Johnson volunteered to serve on the Committee.

IV. STAFF REPORT

A. General Manager Report: Status Update and Verbal Discussion of:

1. Grants Update. Mr. Poole reported that Rick Alexander would attend the January 28 meeting and update the Board on the grant projects. The environmental consultant will contact the Iipay Nation concerning potential impacts associated with the wastewater treatment plant improvements. If an alternative to the Twin Tanks and Indian Head Tank is approved, our grant application will need to be amended.

2. 2021 Budget Development Plan/Schedule. Mr. Poole reviewed the proposed budget development schedule. Director Brecht pointed out that approval of a rate increase has to be 30 days before it goes into effect, so everything on the schedule was moved up a month.

3. Return on Investment for BWD Office and WWTP Solar. Mr. Poole reviewed the proposed schedule and recommended input from the Operations and Infrastructure Committee. Director Brecht recommended moving the schedule up to be close to the Raftelis study.

4. BS Basin Groundwater & Water Quality Monitoring Program (+ well abandonment). Mr. Poole reported that he met with Jay Jones and John Peterson. They are
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contacting well owners to see if the District can take samples from their wells. They are also continuing to pursue the repurposing of abandoned wells for use as monitoring wells. Dr. Jones and Mr. Peterson will attend the January 28 meeting to present an update. Director Brecht requested a written report. Meet Panchal reported that there are 221 wells in the Basin, and he is in the process of dividing them into categories (agriculture, monitoring, domestic and industrial), active or inactive.

5. RH agreement for Spare Capacity. No report.

6. Proposals for BWD Technical Advisory Committee Representation. Mr. Poole explained that each pumper will have a representative on the Technical Advisory Committee. He had asked Dr. Jones and Dudek to submit proposals.

7. CIP Schedule Update. No report.

8. Projected Bond Financed Project Expenditures Jan. 2020 thru Jul 2022. No report.

9. BWD Cyber Policy. No report.

V. CLOSED SESSION:

A. Conference with Legal Counsel – Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Government Code Section 54956.9: (Two (2) potential cases):
The Board adjourned to closed session at 10:35 a.m., and the open session reconvened at 11:50 a.m. There was no reportable action.

VI. CLOSING PROCEDURE

The next Board Meeting is scheduled for January 28, 2020 at Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004. There being no further business, the Board adjourned at 11:50 a.m.

Curt Yaws thanked the Board for its consideration and expressed his desire to reach sustainability. Director Johnson asked how much the School District would save by using the BSUSD well, and Mr. Stevens estimated he was now spending \$10,000 a month to irrigate the high school. Tim Fletcher, Vice President of the California Teachers' Association Board, appreciated the BWD Board's consideration.

G. Comments from Directors: None

H. Correspondence Received from the Public: None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

A. Borrego Water District and Community Water Master Board Representative Responsibilities/Term: Mr. Poole announced the public forum next week to select the community representative on the Water Master Board. He invited the Board's attention to a proposed list of responsibilities and term in the Board package. President Dice requested clarification of paragraphs 1 and 3 and had drafted some suggested language. Director Johnson pointed out that the proposal contemplates the nominating committee serving an ongoing role, and she wondered if the committee members realized this. Mr. Poole agreed to make sure they did.

B. Water Master Community Representative Forum: Mr. Poole announced that the public forum was scheduled for February 4 and 5:30 p.m. at the Library. The candidates are Mark Jorgensen, Rebecca Falk and Martha Deichler. Bri Fordem opted out. Information and proposed questions have been distributed to the candidates. The forum will be an official Board meeting.

C. SB 998 Delinquent Payments Policy: Mr. Poole reported that Diana Del Bono had updated the District's delinquent payments policy to comply with SB 998. Ms. Del Bono invited the Board's attention to the draft policy in the Board package, which deals with discontinuation of water service for nonpayment and sets forth policies and procedures. Information will be included in the next water bills. SB 998 requires that the policy be available in a number of specified languages and posted on the BWD website. Provisions are included in the policy for health issues and alternative payment arrangements. Changes were also made to the District's Administrative Code to comply with the revised policy. The District was essentially following the Bill's provisions already, but one significant change was that the General Manager can enforce collection of delinquent payments by lien on the property. ***MSC: Brecht/Delahay approving the SB 998 Delinquent Payments Policy.***

D. San Diego County Land Code Development Update: Director Brecht explained that years ago, during planning for the Rudyville development, the County, BWD and the Sponsor Group worked together on land use issues. They arose again during the GSP planning process, and it became clear that more cooperative efforts were needed. The County has authority over land use, but their decisions have significant impact on the District; for example, well abandonment. There is no County enforcement, and there are significant public health issues. The District has a developers' policy, but it doesn't include all financial risks. Director Brecht asked the Board if they would consider a letter to the County saying the District is interested in being part of the land use planning process. Director Duncan pointed out that SB 252 requires consultation with water districts when counties issue well permits in critically overdrafted basins, and this has not been happening here. Director Brecht observed that current County policies are impediments to achieving SGMA objectives. He suggested that someone present a letter to the Sponsor Group, and offered to work on it, stressing financial risks to the District and its ratepayers. President Dice and Director Johnson will help, and President Dice will present the letter to the Sponsor Group.

E. Update on Status of Settlement Agreement/Stipulated Judgment: Mr. Poole reported that as of last evening, 86.7 percent of the pumpers had signed the stipulation. Director

Brecht requested the date the stipulated judgment is being submitted to the court, the percent of pumping allocation signed and the date of application for an injunction (for the audit).

III. STANDING AND AD-HOC BOARD COMMITTEE REPORTS

A. STANDING:

1. Operations and Infrastructure. Mr. Poole reported that the Committee would schedule its next meeting following today's Board meeting

B. AD-HOC:

1. Stipulated Judgment Implementation. No report.
2. Risk Management. No report.
3. Grant Funding. No report.
4. Association of California Water Agencies/Joint Powers Authority. No report.

5. Organizational Staffing. No report.
6. Prop 218 and BWD Developers' Policy. No report.
7. Town Hall 2020 Agenda. President Dice planned to set a date for the Committee to work on the agenda.

IV. STAFF REPORT

A. Financial Reports:

November 2019

December 2019

President Dice offered to answer questions on the Financial Reports.

B. Water and Wastewater Operations Report:

December 2019

The water and wastewater operations report was included in the Board package.

C. Water Production/Use Records:

December 2019

Director Delahay noted that the District produced less than 1,500 af during the past 12 months due to rainfall, so water was saved but revenue was less.

D. General Manager Report: Status Update and Verbal Discussion of:

1. BS Basin Groundwater & Water Quality Monitoring Program (+well abandonment). Mr. Poole reported he had been working with John Peterson and Jay Jones on water quality and groundwater elevation. The frequency of water sampling has been accelerated, and the team is continuing to look for new areas for monitoring wells. There are 31 now. The goal is to gather as much data as possible for the lowest cost. Mr. Peterson noted he had been working for the District on and off since 2003, repeating his mantra, "data not gathered is data lost." He felt there was not enough information about groundwater quality to ask intelligent questions. He wanted to gather more information about existing contaminants. Dr. Jones pointed out that the GMP identifies data gaps, such as how water quality changes with depth.

Mr. Peterson showed a map of existing monitoring wells. He explained that 80 percent of the inflow comes from Coyote Canyon and ends up in the Sink. He wanted to add wells in the area that is now unrepresented. The question is not when we will run out of water, but when we will run out of cheap water. Mr. Poole noted that instead of drilling new monitoring wells, he hoped to use existing production wells, after contacting the property owners. Mr. Peterson wanted to identify the contaminants on which to concentrate. Now it sometimes take a whole day to get a sample from one well, whereas using existing production wells, 25 samples could be collected in a day. Director Duncan suggested that this task be referred to the Water Master Board.

2. Grants Update. Rick Alexander reported on the status of the District's two large pending grant applications, for the wastewater treatment plant upgrade and the rebuilding

of the water distribution system. During the last month he spent a lot of time responding to comments on the cultural resources survey, particularly from tribes. The archeologist updated the report to expand the protocol should a tribal sacred site be encountered during construction.

Mr. Alexander announced that the project officer from the State Water Resources Control Board had cleared the treatment plant grant and the implementation agreement is being drafted. The water distribution project is under overall review. If plans for replacement of the Twin Tanks and Indian Head Tank are changed, this will need to be addressed in the grant application.

Mr. Alexander reported that he checked with the Air Pollution Control District regarding the Wilcox well. The grant application should be submitted before the existing permit expires, so he will be ready to apply as soon as the funds become available. The APCS has asked District staff to keep a monthly log of wells in operation on the first of each month.

The Bureau of Reclamation has rejected an initial inquiry into funding for the Coyote Creek acquisition and rehabilitation project. They are currently prohibiting acquisition of public land unless it is directly related to something they already own and operate or in response to a national emergency. However, other funding sources are available, and Mr. Alexander will begin inquiries. He is also following up on solar grant opportunities for well sites.

President Dice inquired about a possible grant for air quality management, and Mr. Alexander replied he was working with David Garmon and would be meeting with Supervisor Desmond and Assemblyman Randy Voepel. President Dice announced she would be attending the upcoming town hall meeting with Congressional candidate Brian Jones and would discuss her proposed input with Mr. Alexander in advance.

Director Brecht pointed out that in the next three years the District will need another \$5 million CIP, and he hoped to obtain a low interest loan. Mr. Alexander will work with Mr. Poole to investigate the options. Gary Haldeman asked about financing for long-term purchase of water, noting that the ratepayers are concerned. Director Brecht replied that it would not be needed for six or seven years, and President Dice added that although the District is not actively pursuing it, if an opportunity came up it would be investigated. Currently infrastructure is the priority.

Director Duncan reported that there is a grant opportunity through the California Department of Fish and Game which could enable the District to buy farmland. An application will be filed when it comes up later this year.

3. Updated Borrego Springs Sub Basin Well List. Meet Panchal reported that there are 221 wells in the Sub Basin, including active, inactive and unknown status; agricultural, domestic, industrial, monitoring and recreational. The Board requested a written report for the next meeting. Mr. Poole pointed out that it is important to address the inactive and unknown wells and find out which have been improperly abandoned. Director Brecht recommended sending Mr. Panchal's written report to the County Department of Environmental Health with a cover letter and a copy to Supervisor Desmond. Director Duncan suggested that because improperly abandoned wells are a public health issue, grant funding might be available. He asked Mr. Alexander to investigate.

4. SB 929 Website Revisions. Mr. Poole reported he had made the changes to the BWD website required by SB 929. They include having a working website, contact information for the District, the most recent Agenda, the State Controller's reports for the District's financial transaction report, Board and staff compensation report, an enterprise system catalog, fee information and SB 998 policy. Director Brecht asked whether the ENSI report was posted, and Mr. Poole replied that it was in previous Board packages. He will provide a link.

5. Risk Management Policy. Mr. Poole reported that staff was working with Brian Brady on the risk management policy and he would have a report in February.

6. US Gypsum Acquisition of Viking Ranch. Mr. Poole reported that US Gypsum was recommending acquisition of the Viking Ranch property, but the purchase has not yet been negotiated.

7. Projected Bond Financed Project Expenditures Jan. 2020 thru Jul. 2022. Mr. Poole reported that \$3.1 million of the \$5.6 million available has been expended. The remaining \$2.5 million will be spent on Replacement Well #2 (\$1.5 million), Phase II Pipelines (\$400,000), sewer system upgrades (\$500,000) and fire hydrant repairs.

8. Finance Officer Advertising. Mr. Poole announced that Kim Pitman would be retiring in June. The deadline for applications is February 15.

9. Materials Distributed at January 14th meeting.

a. WM Board Candidate Questions (see Item II.B). Mr. Poole invited the Board's attention to materials in the Board package, which were distributed following publication of the January 14 Agenda. The materials have been distributed to the community WM Board candidates, and they are submitting bios.

V. CLOSED SESSION

A. Conference with Legal Counsel – Significant exposure to litigation pursuant to Government Code paragraph (3) of subdivision (d) of Section 54956.9 (Three (3) potential cases):
The Board adjourned to closed session at 10:50 a.m., and the open session reconvened at 12:15 p.m. There was no reportable action.

VI. CLOSING PROCEDURE

The next Board Meeting is scheduled for February 11, 2020 at Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004. There being no further business, the Board adjourned at 12:15 p.m.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 25, 2020
AGENDA ITEM II.A

February 19, 2020

TO: Board of Directors
FROM: Geoffrey Poole, General Manager
SUBJECT: Award of Contract to Rove Engineering for De Anza Pipeline Projects – G Poole

RECOMMENDED ACTION:
Accept Bid and Authorize Staff to Sign Contracts

ITEM EXPLANATION:
Bids were opened for the De Anza Pipelines on Feb 10th, Rove Engineering @ \$\$387,365 and A & R @ \$564,533. Material and Labor Costs comprise the majority of the difference. Legal Counsel has reviewed the Rove bid and concluded it is responsive. Therefore, Staff is requesting Board acceptance of the bid and authoring Staff to sign the Contract.

NEXT STEPS
Contractor to submit additional documents to BWD, begin the permit process and then initiate construction.

FISCAL IMPACT
\$387,565 from BWD Bond Funds and the Engineering Budget is \$65,000.

ATTACHMENTS
1 Contract

00 52 13 – CONTRACT

This CONTRACT, No. is made and entered into this day of ____, by and between Borrego Water District, sometimes hereinafter called “DISTRICT,” and _____, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

De Anza Drive, Yaqui Road and Fairway Lane Water Improvements Project

The Contractor and its surety shall be liable to the DISTRICT for any damages arising as a result of the Contractor’s failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the DISTRICT’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **SIXTY (60) CALENDAR DAYS** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The DISTRICT shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three Hundred Sixty Seven Thousand, Three Hundred Sixty Five Dollars (\$367,365.00)

Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the DISTRICT the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the DISTRICT may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following:

- Notice Inviting Bids Instructions to
- Bidders Bid Form
- Bid Bond
- Designation of Subcontractors

Information Required of Bidders Non-Collusion Declaration Form Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions General
Requirements Technical
Specifications Addenda
Plans and Drawings
Standard Specifications for Public Works Construction “Greenbook”, latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the DISTRICT’s Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

BORREGO WATER DISTRICT

ROVE ENGINEERING

By: Geoff Poole, GM

Date:

Approved as to form this 25th day of February 2020_.

By: _____

Attorney for Borrego Water District

By: _____ Title _____

**(CONTRACTOR'S SIGNATURE MUST
BE NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 25, 2020
AGENDA ITEM II.B

February 19, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Contract for Consulting Engineering Services with DDE – G Poole

RECOMMENDED ACTION:

Authorize Staff to sign contract

ITEM EXPLANATION:

BWD staff is interested in using the services of David Dale, PE (DDE) for the General Engineering services. David was BWD District Engineer prior to leaving in 2018. His Scope of Work, budgets for CY 2020 and FUNDING SOURCE is as follows:

- A. CIP Review = \$50,000 (\$30,000 in FY 19-20 and \$20,000 in FY 20-21) – BWD OPERATIONS/CASH
 - i. Replace Twin Tanks/Indian Head OR NOT?
 - a. Provide required Engineering Analyses on Revised Grant Applications, if needed
 - iii. Master Plan + Update System Model
- B. De Anza Pipelines C/M = \$10,000 – BOND PROCEEDS
- C. New Well #2 (Di Giorgio and Palm Canyon area), System Modeling, Well Design Review, C/M etc... = \$25,000 – BOND PROCEEDS
- D. Sewer: \$20,000 – BOND PROCEEDS
 - i. Bidding Docs and C/M of Grant Projects - Grit Chamber and Clarifiers – GRANT PROCEEDS
 - ii. Design of Solution and CM on American Legion Lateral – BOND PROCEEDS
 - iii. Consult with BWD Staff on expenditure of unspent Bond Proceeds (estimated at \$250,000) – BOND PROCEEDS

FUTURE NEEDS

E. Rams Hill Development Review - TBD

NEXT STEPS

Hold O and I Committee Meeting and begin work ASAP.

FISCAL IMPACT

\$30,000 in current FY

ATTACHMENTS

- 1. Draft Contract

**BORREGO WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of February, 200 by and between the Borrego Water District, a California municipal water district, with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 (“District”) and David Dale, with its principal place of business at _____ (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing consulting services for water and sewer related projects/issues.

2.2 Project.

District desires to engage Consultant to render such services as for the Project specified in the Attachment A (“Project”) and as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 25, 2020 to December 31, 2020 for the completion of the Projects on the schedule described in Attachment A, unless earlier amended or terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary, to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with a mutually agreeable Schedule of Services to be developed by both Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, District shall respond to Consultant’s submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed the amount shown in costs without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. BWD has approved an Indirect Costs Policy.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon. The hourly rate charged for Consultant Services is \$135.00.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District,

shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement is Melanie Rocks – Rocks Biological Consulting.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole

responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. District hereby designates its General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates David Dale, PE, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall immediately indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to

property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

Consultant shall immediately defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by District, its directors, officials, officers, employees, agents, or volunteers.

3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section, in a form and with insurance companies acceptable to District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*:

Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.6.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Projects, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.6.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by District to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project;

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give District, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Consultant or for which Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees and agents shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to District, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before District's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to District at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement. District may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither District nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. If District does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officials, officers, employees and agents; or, (2) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.

3.6.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.6.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom Consultant is legally responsible or liable, or anyone approved by Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents

& Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attn: Geoff Poole

CONSULTANT:

David Dale, PE

Such notice shall be deemed made when personally deed or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, District, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code

claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**SIGNATURE PAGE
TO
BORREGO WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

BORREGO WATER DISTRICT

DAVID DALE, PE

By: _____

By: _____
(Authorized Representative of Consultant)

Printed Name: Geoff Poole

Printed Name: David Dale

Title: General Manager

Title: _____

Dated: _____

Dated: _____

ATTACHMENT A
SCOPE OF SERVICES & LIST OF PROJECTS

A. CIP Review = \$50,000 (\$30,000 in FY 19-20 and \$20,000 in FY 20-21) – CASH FUNDED

i. Replace Twin Tanks/Indian Head OR NOT?

a. Provide required Engineering Analyses on Revised Grant Applications, if needed

iii. Master Plan + Update System Model

B. De Anza Pipelines C/M = \$10,000 – BWD BOND PROCEEDS

C. New Well #2 (Di Giorgio and Palm Canyon area), System Modeling, Well Design Review, C/M etc... = \$25,000 – BWD BOND PROCEEDS

D. Sewer: \$20,000 – BOND PROCEEDS

i. Bidding Docs and C/M of Grant Projects - Grit Chamber and Clarifiers – GRANT PROCEEDS

ii. Design of Solution and CM on American Legion Lateral – BWD BOND PROCEEDS

iii. Consult with BWD Staff on expenditure of unspent Bond Proceeds (estimated at \$250,000) – BWD BOND PROCEEDS

FUTURE NEEDS

E. Rams Hill Development Review - TBD

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 25, 2020
AGENDA ITEM II.C

February 19, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Contract for Consulting Services with Todd Holman for Solar Conversion Evaluation and Related Services – G Poole

RECOMMENDED ACTION:

Authorize Staff to sign contract

ITEM EXPLANATION:

BWD's largest Operating Expense after Labor is Power totaling over \$300,000/yr. Staff is proposing retaining Todd Holman as BWD's Independent Consultant to advise us on current energy/solar related issues as well as the cost/benefits of solar conversion of BWD well sites. Todd was our Contractor on the office solar project and his focus is now helping the customers minimizing power use, optimizing return on existing solar systems and design and bidding/construction assistance of new solar arrays (BWD wells in our case). The specific issues to be evaluated are identified in the attached Contract and Budgets as described below.

Enrgen Corp is uniquely positioned to work with the Borrego Water District (BWD) to evaluate the current energy profile, analyze performance of existing solar and develop a detailed feasibility study for new solar installations. Our uniqueness is due to the depth of knowledge of key personnel on staff and their history of working with BWD on a previous solar installation, previous work with SDGE NEM team and not for-profit financing of alternative energy projects. In addition, Energen maintains an excellent working relationship with key SDGE personnel and clear understanding of the unique programs available for government regulated and non-regulated utilities found within the SDGE service area. Enrgens Approach will be broken down into three phases and billed at an hourly rate of \$95/hr.

Phase 1 -

1. Part A EVALUATION OF EXISTING BWD/WWTP ELECTRICAL USE AND PRELIMINARY FEASIBILITY REPORT ON SOLAR CONVERSION - \$8,900
 1. Evaluation of existing facility operation and current energy consumption profile -
 2. Inspection of existing Solar infrastructure at BWD and WWTP with Recommendations, if warranted -

3. Analysis of existing solar performance at BWD and WWTP with Recommendations, if warranted –
4. Recommendations with cost/benefit analysis for energy efficiency updates at all facilities -
2. Part B
 1. Preliminary Feasibility Report for Conversion of BWD Wells to Solar - \$8.700
3. Part C
 1. Prepare Board Report with Recommendations - \$950
4. **BWD Board Decision Point #1**

OPTIONAL ADDITIONAL SERVICES

Phase 2 – Full Feasibility Study - Solar Adoption • TBD based on size/locations of facilities

- A. Alternative Energy (Solar) Feasibility Assessment to convert wells to solar.
 - B. Utility Infrastructure assessment - SDGE site prep analysis and upgrade requirements (if necessary) for each proposed solar facility
 - C. Applications and assessment of RES-BCT program
 - D. Land usage
 - E. Overall Existing Solar infrastructure integration (760)248-8397
 - F. Cost benefit analysis for each well site
 - G. Final feasibility assessment and Adoption recommendations
 - Pump analysis and optimization recommendations for optimal use of proposed solar field power
 - SDGE site evaluation for each proposed location
 - NEM Applications (each site)
 - Determination on viability of using the SDGE RES-BCT rate structure
 - Geo & Survey requirements • Final cost-benefit analysis for each site.
- *BWD Board Decision Point #2 •**

Phase 3 - TBD depending Feasibility findings, SDGE requirements, timeline and scheduling and Board approval

- A. Development of Project and bid documentation for energy efficiency upgrades and change recommendations (RFP)
- B. Engineering and Plan Designs for each approved array
- C. Utility interconnection documentation
- D. Develop separate bid documentation (RFP) for array construction
- E. Request bids
- F. Manage bid Process
- G. Review bids and work with prospective bidders on details
- H. Create cost benefit analysis for each bid
- I. Provide Recommendations

Phase 4 - TBD Upon bid or multi bid selection

1. Provide overall project management which includes construction, vendor and procurement management.

NEXT STEPS

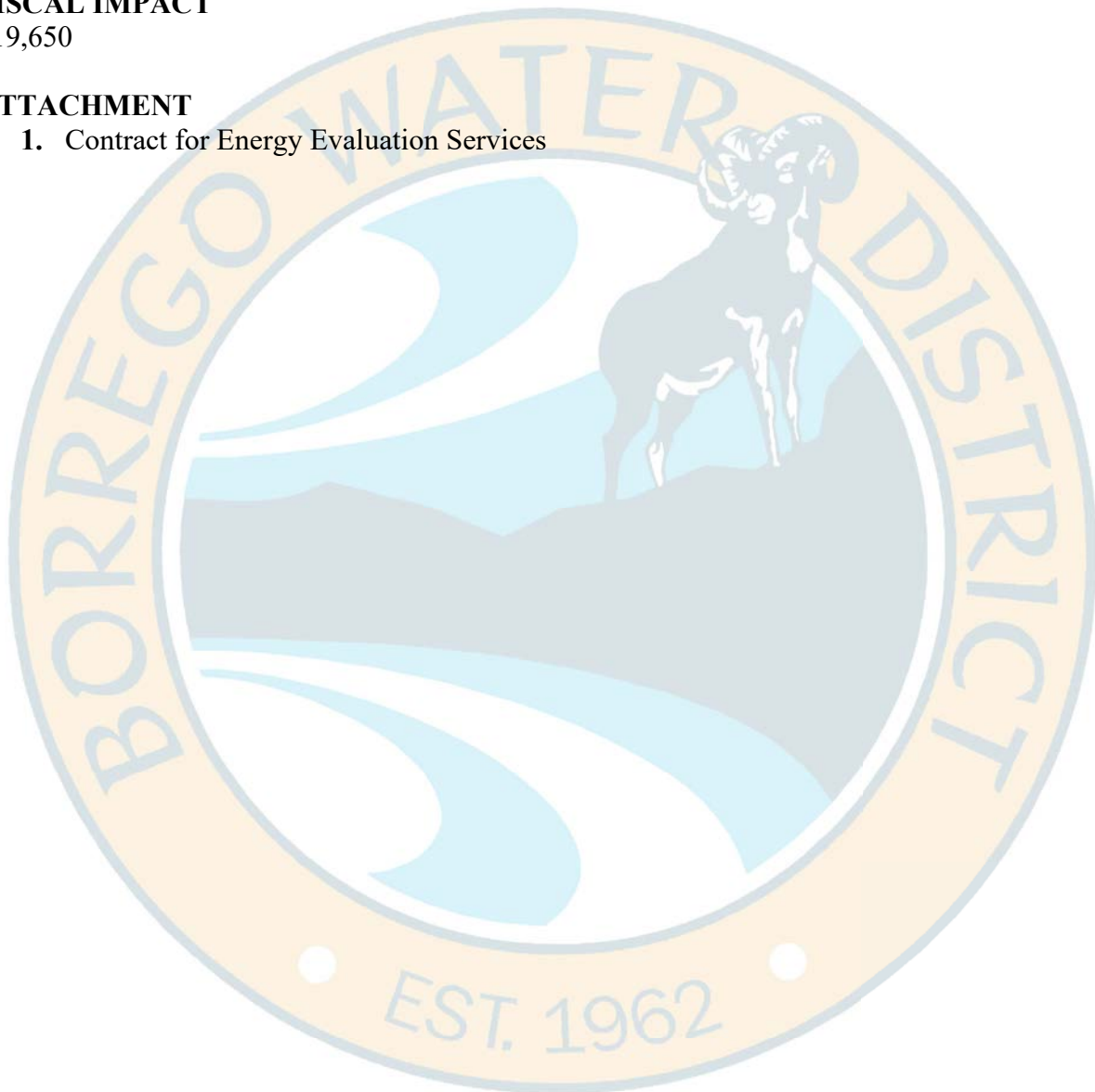
Sign contract and start the evaluations and coordinate with CIP project planning

FISCAL IMPACT

\$19,650

ATTACHMENT

1. Contract for Energy Evaluation Services



**BORREGO WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date.

This Agreement is made and entered into this 25th day of February, 200 by and between the Borrego Water District, a California municipal water district, with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 (“District”) and EnrGen, with its principal place of business at _____ (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing consulting services for solar system design, construction and operation.

2.2 Project.

District desires to engage Consultant to render such services as for the Project specified in the Attachment A (“Project”) and as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 25, 2020 to December 31, 2020 for the completion of the Projects on the schedule described in Attachment A, unless earlier amended or terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary, to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with a mutually agreeable Schedule of Services to be developed by both Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed the amount shown in costs without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. BWD has approved an Indirect Costs Policy.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon. The hourly rate charged for Consultant Services is \$135.00.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement is Melanie Rocks – Rocks Biological Consulting.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by

the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. District hereby designates its General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates David Dale, PE, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall immediately indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

Consultant shall immediately defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorneys' fees and costs,

including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by District, its directors, officials, officers, employees, agents, or volunteers.

3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section, in a form and with insurance companies acceptable to District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.6.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Projects, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include

work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

3.6.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by District to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project;

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give District, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from District’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Consultant or for which Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees and agents shall be excess of Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to District, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before District's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to District at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by District, is not intended to and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement. District may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither District nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. If District does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officials, officers, employees and agents; or, (2) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.

3.6.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.6.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no

such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom Consultant is legally responsible or liable, or anyone approved by Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attn: Geoff Poole

CONSULTANT:

EnrGen, Todd Holman

Such notice shall be deemed made when personally deed or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District’s Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District’s Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, District, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**SIGNATURE PAGE
TO
BORREGO WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

BORREGO WATER DISTRICT

ENRGEN

By: _____

By: _____
(Authorized Representative of Consultant)

Printed Name: Geoff Poole

Printed Name: Charles Todd Holman

Title: General Manager

Title: _____

Dated: _____

Dated: _____

ATTACHMENT A

SCOPE OF SERVICES & LIST OF PROJECTS

Phase 1 -

- A. EVALUATION OF EXISTING BWD/WWTP ELECTRICAL USE AND PRELIMINARY FEASIBILITY REPORT ON SOLAR CONVERSION - \$9,500
 - 1. Evaluation of existing facility operation and current energy consumption profile -
 - 2. Inspection of existing Solar infrastructure at BWD and WWTP with Recommendations, if warranted -
 - 3. Analysis of existing solar performance at BWD and WWTP with Recommendations, if warranted -
 - 4. Recommendations with cost/benefit analysis for energy efficiency updates at all facilities.
- B. Preliminary Feasibility Report for Conversion of BWD Wells to Solar - \$8,700
- C. Prepare Board Report with Recommendations - \$950
- D. **BWD Board Decision Point #1**

OPTIONAL ADDITIONAL SERVICES

Phase 2 – Full Feasibility Study - Solar Adoption – Cost TBD based on size/locations of facilities

- A. Alternative Energy (Solar) Feasibility Assessment to convert wells to solar.
 - B. Utility Infrastructure assessment - SDGE site prep analysis and upgrade requirements (if necessary) for each proposed solar facility
 - C. Applications and assessment of RES-BCT program
 - D. Land usage
 - E. Overall Existing Solar infrastructure integration (760)248-8397
 - F. Cost benefit analysis for each well site
 - G. Final feasibility assessment and Adoption recommendations
 - Pump analysis and optimization recommendations for optimal use of proposed solar field power
 - SDGE site evaluation for each proposed location
 - NEM Applications (each site)
 - Determination on viability of using the SDGE RES-BCT rate structure
 - Geo & Survey requirements • Final cost-benefit analysis for each site.
- *BWD Board Decision Point #2 •**

Phase 3 – Cost TBD depending Feasibility findings, SDGE requirements, timeline and scheduling and Board approval

- A. Development of Project and bid documentation for energy efficiency upgrades and change recommendations (RFP)
- B. Engineering and Plan Designs for each approved array
- C. Utility interconnection documentation
- D. Develop separate bid documentation (RFP) for array construction
- E. Request bids
- F. Manage bid Process
- G. Review bids and work with prospective bidders on details
- H. Create cost benefit analysis for each bid
- I. Provide Recommendations

Phase 4 – Cost TBD depending upon bid or multi bid selection

- A. Provide overall project management which includes construction, vendor and procurement management.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 25, 2020
AGENDA ITEM II.D

February 19, 2020

TO: Board of Directors
FROM: Geoffrey Poole, General Manager
SUBJECT: Membership in American Planning Association – D Johnson

RECOMMENDED ACTION:
Become a Member of APA

ITEM EXPLANATION:
Director Johnson requested this item be placed on the Agenda. Although the dues are well within the GM spending limits, Diane wanted to discuss this with the full Board. An excerpt from Dianas email to me with the original request follows:

<https://www.planning.org/join/commissioners/>

Good morning. I've been trawling through this website, of the American Planning Association. It has tons of useful online resources. I'd like to request that the BWD join as an agency.

NEXT STEPS
Become a member and utilize resources of APA

FISCAL IMPACT
\$121 base rate plus \$68 per Director who desires to join

ATTACHMENT
1. None

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 25, 2020
AGENDA ITEM II.E

February 19, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

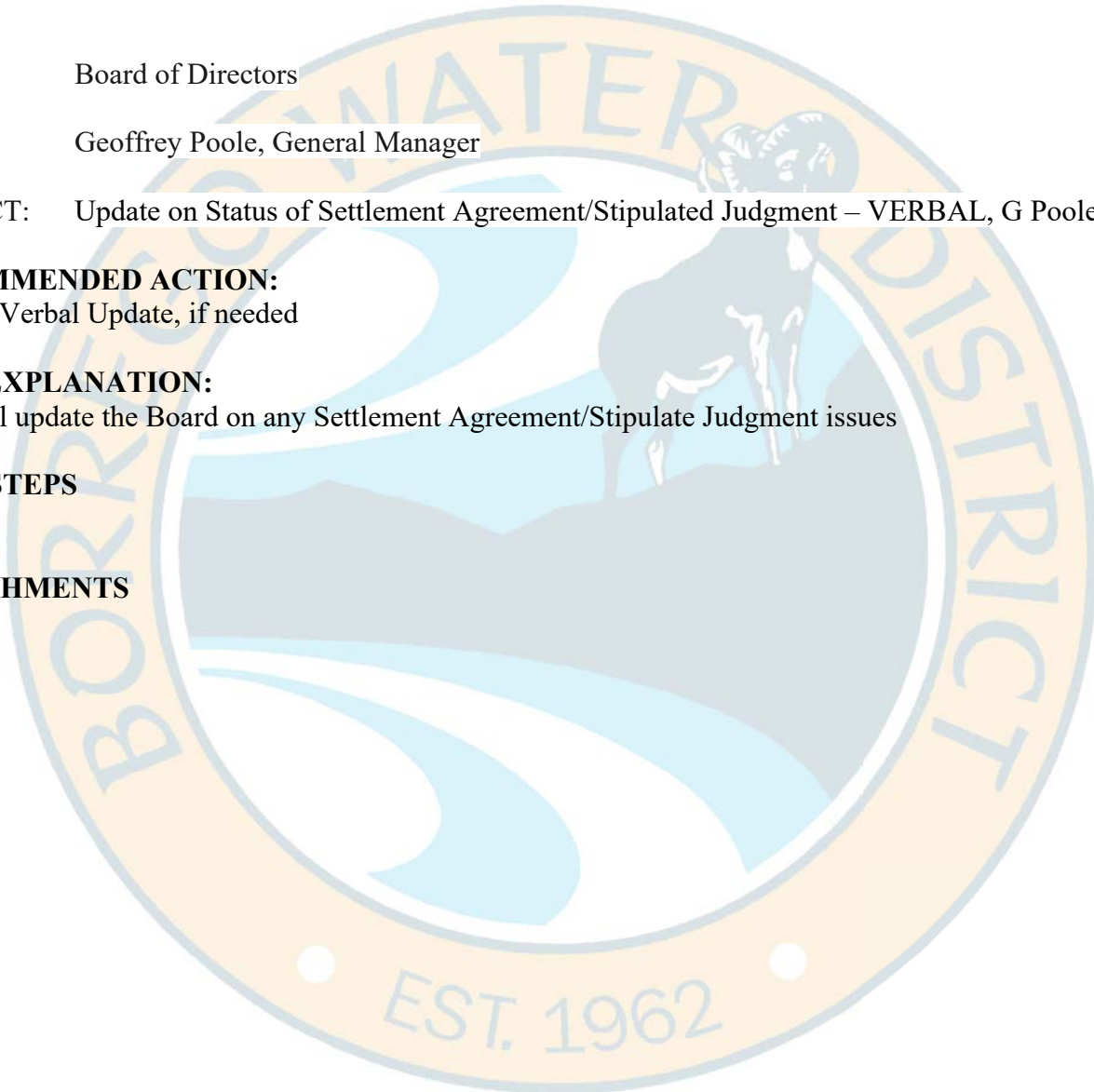
SUBJECT: Update on Status of Settlement Agreement/Stipulated Judgment – VERBAL, G Poole

RECOMMENDED ACTION:
Receive Verbal Update, if needed

ITEM EXPLANATION:
Staff will update the Board on any Settlement Agreement/Stipulate Judgment issues

NEXT STEPS
TBD

ATTACHMENTS
1. None



BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 25, 2020
AGENDA ITEM III.B.7

February 19, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: 2020 Town Hall Agenda

RECOMMENDED ACTION:

Receive input and revise, if needed

ITEM EXPLANATION:

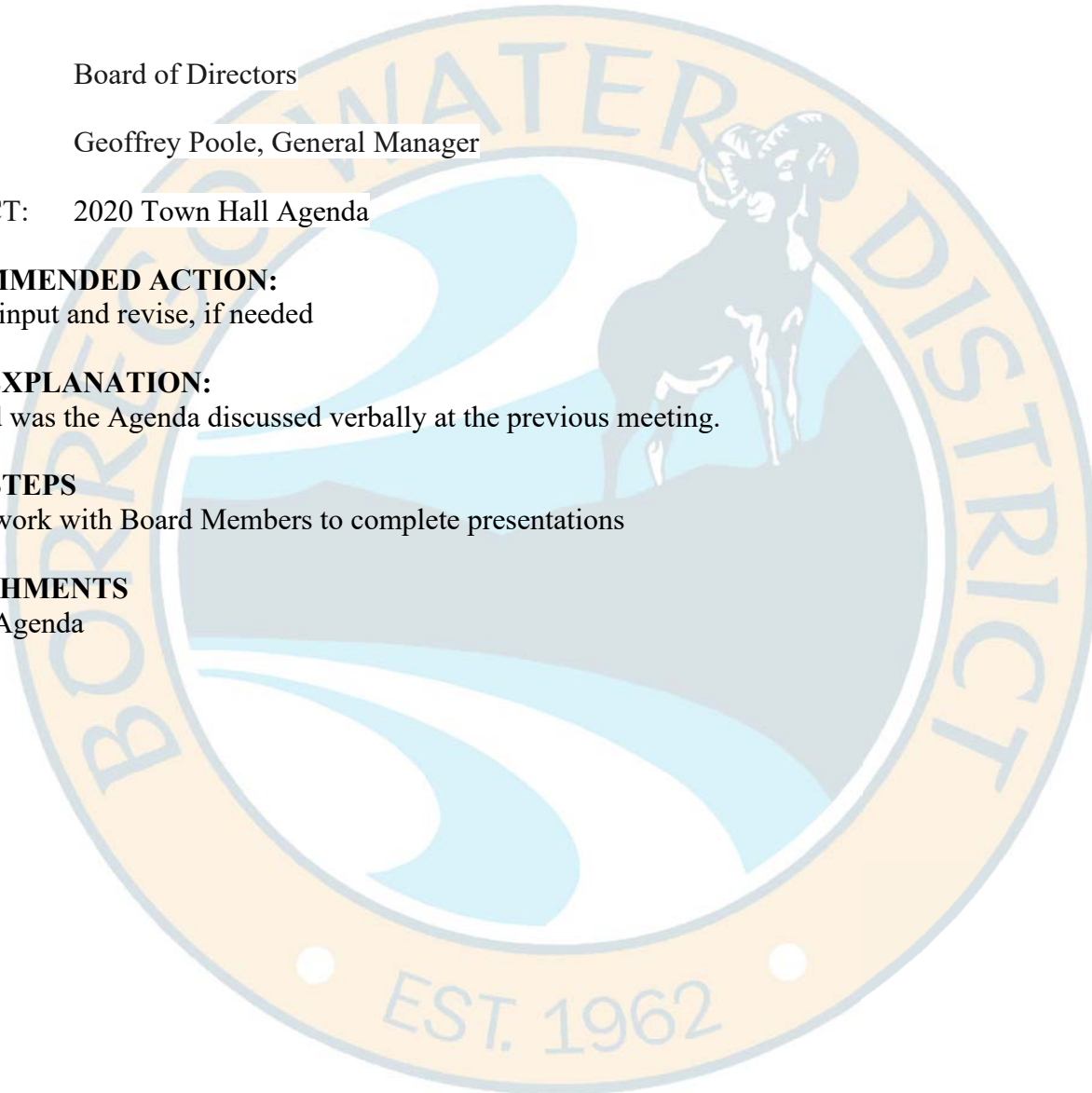
Attached was the Agenda discussed verbally at the previous meeting.

NEXT STEPS

Staff to work with Board Members to complete presentations

ATTACHMENTS

1. 2020 Agenda



**Borrego Water District Board of Directors
Special Meeting TOWN HALL 2020
March 17, 2020 @ 5:30 p.m.
Borrego Springs Library
2580 Country Club Rd. Borrego Springs, CA 92004**

1. OPENING PROCEDURES

- A. Call to Order:
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public – None

I. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

- A. BWD Town Hall 2020 - Welcome and Overview - K Dice
 - 1. 2019 Operational Accomplishments & Capital Projects Construction – R Delahay
 - 2. BWD Finances – L Brecht
 - 3. Waste Water, Water Quantity/Quality and Air Quality Grant Funding Efforts – D Johnson
 - 4. Proposition 218 Rate Setting Process – K Dice
 - 5. Stipulated Judgment Update – D Duncan
 - 6. Questions and Answers – G Poole

- II. CLOSING PROCEDURE:** The next Board Meeting is scheduled for March 24, 2020 at Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004

IVA FINANCIALS REPORT January 2020



	C	AF	AG	AH	AI	AJ	AK	AP	AQ	AR	AS	AT	AU
2	BWD	6/11/2019											
3	CASH FLOW	ADOPTED	Actual	Projected		Actual	Actual YTD	PROJECTED	Projected	Projected	Projected	Projected	Projected
4	2019-2020	BUDGET	January	January	Difference	YTD	and Projected	FY	February	March	April	May	June
5		2019-2020	2020	2020	Explanations	2019-2020	2019-2020	2019-2020	2020	2020	2020	2020	2020
6													
7	REVENUE	>3%						>3%					
8	WATER REVENUE												
9	Residential Water Sales	886,507	54,384	45,662		536,424	865,369	328,945	53,500	45,041	82,745	73,227	74,432
10	Commercial Water Sales	445,791	32,610	28,840		302,238	459,883	157,644	25,750	27,211	41,482	31,065	32,136
11	Irrigation Water Sales	203,358	11,477	8,448		140,075	209,290	69,215	8,828	10,041	14,798	17,139	18,609
12	GWM Surcharge	173,911	11,050	9,491		109,367	173,124	63,758	9,528	8,842	14,702	15,238	15,450
13	Water Sales Power Portion	465,462	30,321	25,993		300,325	477,094	176,769	26,090	24,207	40,349	42,105	44,017
14	TOTAL WATER COMMODITY REVENUE:	2,155,031	139,842	118,434		1,388,430	2,177,760	789,330	123,494	115,342	187,076	178,774	184,644
15		>5%						>5%					
16	Readiness Water Charge	1,210,230	100,553	101,280		701,514	1,207,914	506,400	101,280	101,280	101,280	101,280	101,280
17	Meter Install/Connect/Reconnect Fees	1,725	7,800	-	Sold a meter	8,140	8,820	680	-	-	340	-	340
18	Backflow Testing/Installation	5,100	-	-		150	5,250	5,100	-	-	-	-	5,100
19	Bulk Water Sales	2,440	182	200		4,011	5,011	1,000	200	200	200	200	200
20	Penalty & Interest Water Collection	48,000	6,639	4,000		31,307	51,307	20,000	4,000	4,000	4,000	4,000	4,000
21	TOTAL WATER REVENUE:	3,422,526	255,016	223,914		2,133,551	3,456,062	1,322,510	228,974	220,822	292,896	284,254	295,564
22													
23	PROPERTY ASSESSMENTS/AVAILABILITY CHARGES												
24	641500 1% Property Assessments	62,300	13,310	13,009		39,633	62,300	22,887	1,541	2,102	12,153	6,671	200
25	641502 Property Assess w/risw/rlid	106,212	47,634	49,589		55,430	106,212	50,782	2,471	693	1,056	46,262	300
26	641501 Water avail Standby	82,330	21,772	24,172		54,952	82,330	27,378	4,887	3,015	3,732	13,745	2,000
27	641504 ID 3 Water Standby (La Casa)	33,647	3,632	13,260		8,777	33,647	24,870	10,568	889	396	12,527	490
28	641503 Pest standby	17,865	6,365	6,715		10,221	17,865	7,644	705	416	651	5,350	523
29	TOTAL PROPERTY ASSES/AVAIL CHARGES:	302,353	92,713	106,745		169,014	302,354	133,340	20,172	7,114	17,987	84,554	3,513
30													
31	SEWER SERVICE CHARGES	>4%						>4%					
32	Town Center Sewer Holder fees	246,640	20,275	20,275		141,145	242,519	101,374	20,275	20,275	20,275	20,275	20,275
33	Town Center Sewer User Fees	97,194	8,305	8,305		56,459	97,986	41,527	8,305	8,305	8,305	8,305	8,305
34	Sewer user Fees	288,288	24,000	24,024		170,924	291,044	120,120	24,024	24,024	24,024	24,024	24,024
35	Penalty Interest-Sewer	-	-	-		-	-	-	-	-	-	-	-
36	Sewer Capacity Fees	-	-	-		-	-	-	-	-	-	-	-
37	TOTAL SEWER SERVICE CHARGES:	632,122	52,581	52,604		368,528	631,549	283,021	52,604	52,604	52,604	52,604	52,604
38													
39	OTHER INCOME												
40	Water Credits income	-	10,800	-	Development	10,800	10,800	-	-	-	-	-	-
43	Interest Income	96,000	14,418	14,642		47,938	86,138	38,200	3,000	3,000	14,800	3,000	14,600
44	TOTAL OTHER INCOME:	96,000	25,218	14,642		58,738	96,938	38,200	3,000	3,000	14,800	3,000	14,600
45													
46	TOTAL INCOME:	4,453,000	425,527	397,905		2,729,831	4,486,903	1,757,072	304,751	283,541	378,087	424,412	366,281
47													
48	CASH BASIS ADJUSTMENTS												
49	Decrease (Increase) in Accounts Receivable		(7,619)			103,166	103,166						
50	Deposits-OW Solar Farm Deposit					28,800	28,800						
51	Other Cash Basis Adjustments-Const meter refund		(1,200)			(44,988)	(44,988)						
52	TOTAL CASH BASIS ADJUSTMENTS:		(8,819)			86,978	86,978						
53													
54	TOTAL OPERATING INCOME RECEIVED:	4,453,000	416,709	397,905		2,816,809	4,573,880	1,757,072	304,751	283,541	378,087	424,412	366,281

C	AF	AG	AH	AI	AJ	AK	AP	AQ	AR	AS	AT	AU
2	6/11/2019											
3	CASH FLOW	ADOPTED	Actual	Projected		Actual	Actual YTD	PROJECTED	Projected	Projected	Projected	Projected
4	2019-2020	BUDGET	January	January	Difference	YTD	and Projected	FY	February	March	April	May
5		2019-2020	2020	2020	Explanations	2019-2020	2019-2020	2019-2020	2020	2020	2020	2020
56	EXPENSES											
57												
58	MAINTENANCE EXPENSE											
59	R & M Buildings & Equipment	180,000	11,758	10,150		106,215	180,000	73,785	13,785	15,000	15,000	15,000
60	R & M - WTF	180,000	7,703	20,000		27,841	180,000	152,169	24,487	30,000	30,000	35,640
61	Telemetry	10,000	1,546	295		2,923	10,000	7,077	1,413	2,000	922	2,000
62	Trash Removal	5,220	440	440		3,254	5,454	2,200	440	440	440	440
63	Vehicle Expense	18,000	500	2,000		7,881	18,000	10,119	2,000	2,000	2,000	2,119
64	Fuel & Oil	30,000	3,557	2,000		19,904	30,000	10,096	1,000	2,500	1,786	2,500
65	TOTAL MAINTENANCE EXPENSE:	423,220	25,503	34,885		168,017	423,453	255,436	43,125	51,940	50,148	57,699
66												
67	PROFESSIONAL SERVICES EXPENSE											
68	Tax Accounting (Tausig)	3,000	-	-		1,008	3,000	1,993	662	-	1,244	-
69	Administrative Services (ADP)	3,000	429	343		1,879	3,000	1,121	221	225	225	225
70	Audit Fees (Leaf & Cole)	17,000	12,885	12,885	<i>Over scope of audit</i>	29,885	31,385	1,500	1,500	-	-	-
71	Computer billing (Accela/Parker)/Cyber Security	31,000	2,885	2,500		14,706	31,000	16,294	3,615	4,000	4,000	4,000
72	Financial/Technical Consulting (Raftelis/Brady)	80,000	8,250	13,000		33,494	83,850	50,356	9,000	9,000	13,000	8,000
73	Engineering (Dynamic/Dudek)	24,000	(1,090)	1,500	<i>Reimb R77</i>	20,169	24,000	3,831	1,000	750	1,000	780
74	District Legal Services (Downey Brand/BBK)	80,000	583	7,000		12,172	60,000	47,828	8,000	9,828	10,000	10,000
75	Grant Acquisitions (TRAC)	48,000	7,039	5,000		170,075	182,575	12,500	2,500	2,500	2,500	2,500
76	Testing/lab work (Babcock Lab/Water Quality Monitoring)	24,000	1,439	2,531		10,506	24,000	13,494	2,500	2,500	2,894	3,000
77	Regulatory Permit Fees (SWRB/DEH/Dig alerts/APCD)	28,000	717	3,800		14,152	28,000	13,848	11,500	650	650	650
78	TOTAL PROFESSIONAL SERVICES EXPENSE:	318,000	33,137	48,559		308,045	470,811	162,786	40,498	29,453	35,513	29,155
79												
80	INSURANCE EXPENSE											
81	ACWA/JPIA Program Insurance	60,000	-	-		62,248	62,248	-	-	-	-	-
82	ACWA/JPIA Workers Comp	18,000	-	-		8,947	18,347	9,400	-	4,700	-	4,700
83	TOTAL INSURANCE EXPENSE:	78,000	-	-		71,195	80,595	9,400	-	4,700	-	4,700
84												
85	DEBT EXPENSE											
86	Compass Bank Note 2018A	248,184	-	-		216,108	248,184	32,076	-	32,076	-	-
87	Compass Bank Note 2018B	140,755	-	-		127,423	140,755	13,332	-	13,332	-	-
88	Pacific Western Bank 2018 IPA	499,406	-	-		406,801	499,406	92,804	-	92,604	-	-
89	TOTAL DEBT EXPENSE:	888,345	-	-		750,332	888,345	138,013	-	138,013	-	-
90												
91	PERSONNEL EXPENSE											
92	Board Meeting Expense (board stipend/board secretary)	28,500	825	3,288		11,281	28,862	15,581	2,800	2,800	2,800	4,786
93	Salaries & Wages (gross)	930,000	86,586	76,151	<i>Retro pay</i>	560,461	988,101	407,640	75,141	78,511	85,177	83,838
94	Salaries & Wages offset account (board stipends/staff proj)	(80,000)	(7,785)	(4,000)	<i>Bond staff allocation</i>	(78,803)	(98,803)	(20,000)	(4,000)	(4,000)	(4,000)	(4,000)
95	Consulting services/Contract Labor	10,000	750	800		5,375	10,000	4,625	800	800	850	1,600
96	Taxes on Payroll	23,700	6,184	5,561		15,143	24,308	9,165	2,000	1,800	1,663	1,800
97	Medical Insurance Benefits	212,700	19,399	19,400		138,330	215,930	77,800	19,400	19,400	19,400	19,400
98	Calpers Retirement Benefits	200,000	16,991	16,875		120,172	204,203	84,031	16,526	16,875	16,875	16,875
99	Conference/Conventions/Training/Seminars	18,000	620	2,000		3,813	18,000	14,187	2,700	2,700	2,700	3,387
100	TOTAL PERSONNEL EXPENSE:	1,342,899	123,572	120,075		775,771	1,368,599	592,928	115,367	118,886	125,485	126,797

	C	AF	AG	AH	AI	AJ	AK	AP	AQ	AR	AS	AT	AU
2	BWD	6/11/2019											
3	CASH FLOW	ADOPTED	Actual	Projected		Actual	Actual YTD	PROJECTED	Projected	Projected	Projected	Projected	Projected
4	2019-2020	BUDGET	January	January	Difference	YTD	and Projected	FY	February	March	April	May	June
5		2019-2020	2020	2020	Explanations	2019-2020	2019-2020	2019-2020	2020	2020	2020	2020	2020
102	OFFICE EXPENSE												
103	Office Supplies	24,000	1,969	1,500		16,066	24,000	7,934	1,500	1,500	1,432	1,500	2,002
104	Office Equipment/ Rental/Maintenance Agreements	35,000	3,237	2,358		22,784	35,000	12,216	2,103	2,103	2,103	2,603	3,304
105	Postage & Freight	15,000	219	472		7,069	15,000	7,931	2,400	423	2,400	455	2,253
106	Taxes on Property	2,383	-	-		2,431	2,431	-	-	-	-	-	-
107	Telephone/Answering Service/Cell	20,000	2,086	1,657	No electricity-Xtra answer service	11,677	20,000	8,324	1,667	1,667	1,667	1,667	1,658
108	Dues & Subscriptions (ACWA/CSDA)	23,000	799	7,601		14,497	23,000	8,513	1,736	1,543	2,360	1,436	1,436
109	Printing, Publications & Notices	2,500	175	400		231	2,500	2,269	445	445	445	445	489
110	Uniforms	6,500	533	443		4,312	6,500	2,188	443	443	443	443	416
111	OSHA Requirements/Emergency preparedness	4,000	316	250		3,048	4,000	952	250	103	325	-	274
112	TOTAL OFFICE EXPENSE:	132,383	9,333	14,681		82,103	132,430	50,327	10,544	8,227	11,175	8,549	11,832
113													
114	UTILITIES EXPENSE												
115	Pumping-Electricity	306,000	22,956	22,174		187,335	306,000	118,685	23,000	23,407	24,000	24,000	24,258
116	Office/Shop Utilities	1,500	377	125		4,298	6,048	1,750	350	350	350	350	350
118	TOTAL UTILITIES EXPENSE:	307,500	23,333	22,299		191,634	312,049	120,415	23,350	23,757	24,350	24,350	24,608
119													
120	GROUNDWATER MANAGEMENT EXPENSE												
121	Net SGMA GSP & Stipulation Costs	130,000	51,706	10,500		173,886	273,886	100,000	20,000	20,000	20,000	20,000	20,000
122	Misc. GWM Costs		12,118			100,701	125,701	25,000	5,000	5,000	5,000	5,000	5,000
123	Air Quality Study		(21,077)			(21,077)	(21,077)	-	-	-	-	-	-
124	Community Support		-	-		10,000	10,000	-	-	-	-	-	-
125	TOTAL GWM EXPENSE:	130,000	42,748	10,500		263,510	388,510	125,000	25,000	25,000	25,000	25,000	25,000
126													
127	TOTAL EXPENSES:	3,620,347	257,626	250,998		2,470,312	3,924,498	1,454,183	257,883	399,975	271,651	271,549	253,124
128	CASH BASIS ADJUSTMENTS												
129	Decrease (Increase) in Accounts Payable		18,492			(122,371)	(122,371)						
130	Increase (Decrease) in Inventory		(3,596)			(2,365)	(2,365)						
131													
132	TOTAL CASH BASIS ADJUSTMENTS:		14,896			(124,736)	(124,736)						
133													
134	TOTAL OPERATING EXPENSES PAID:	3,620,347	272,522	250,998		2,345,576	3,799,760	1,454,183	257,883	399,975	271,651	271,549	253,124
135													
136	NET OPERATING INCOME:	832,654	144,186	146,907		471,233	774,121	302,888	46,867	(116,434)	106,436	152,863	113,156
137													
138	CIP PROJECTS												
139													
140	WATER-Operating Cash Funded												
141													
142													
143	Emergency System Repairs	60,000	-	10,000		-	60,000	60,000	10,000	10,000	10,000	15,000	15,000
144	Emergency Generator Mobile trailer	25,000	-	-		-	25,000	25,000	-	25,000	-	-	-
145	Reservoir cleaning	15,000	-	-		-	15,000	15,000	-	-	15,000	-	-
146													
147													
148													
149	TOTAL WATER CASH CIP EXPENSES:	100,000	-	10,000		-	100,000	100,000	10,000	35,000	25,000	15,000	15,000
150													
151													
152													
153	TOTAL CASH CIP EXPENSES:	100,000	-	10,000		-	100,000	100,000	10,000	35,000	25,000	15,000	15,000
154													
155													
156	CASH RECAP												
157	Cash beginning of period	5,312,216	5,481,143	5,483,429		5,154,097	5,154,097	5,625,330	5,625,330	5,662,197	5,510,762	5,592,199	5,730,062
158	Operating Income	832,654	144,186	146,907		471,233	774,121	302,888	46,867	(116,434)	106,436	152,863	113,156
159	Total Non O&M Cash Funded Expenses	(100,000)	-	(10,000)		-	(100,000)	(100,000)	(10,000)	(35,000)	(25,000)	(15,000)	(15,000)
160	CASH RESERVES AT END OF PERIOD	6,044,870	5,625,329	5,620,336		5,625,330	5,828,218	5,828,218	5,662,197	5,510,762	5,592,199	5,730,062	5,828,218
161	FY Reserves Target	5,610,000	5,610,000	5,610,000		5,610,000	5,610,000	5,610,000	5,610,000	5,610,000	5,610,000	5,610,000	5,610,000
162	Reserves Surplus/(Shortfall)	434,870	15,329	10,336		15,330	218,218	218,218	52,197	(99,238)	(17,801)	120,062	218,218

	C	AF	AG	AH	AI	AJ	AK	AP	AQ	AR	AS	AT	AU
2	BWD	6/11/2019											
3	CASH FLOW	ADOPTED	Actual	Projected		Actual	Actual YTD	PROJECTED	Projected	Projected	Projected	Projected	Projected
4	2019-2020	BUDGET	January	January	Difference	YTD	and Projected	FY	February	March	April	May	June
5		2019-2020	2020	2020	Explanations	2019-2020	2019-2020	2019-2020	2020	2020	2020	2020	2020
102	OFFICE EXPENSE												
103	Office Supplies	24,000	1,969	1,500		16,066	24,000	7,934	1,500	1,500	1,432	1,500	2,002
104	Office Equipment/ Rental/Maintenance Agreements	35,000	3,237	2,358		22,784	35,000	12,216	2,103	2,103	2,103	2,603	3,304
105	Postage & Freight	15,000	219	472		7,069	15,000	7,931	2,400	423	2,400	455	2,253
106	Taxes on Property	2,383	-	-		2,431	2,431	-	-	-	-	-	-
107	Telephone/Answering Service/Cell	20,000	2,086	1,857	No electricity-Xtra answer service	11,677	20,000	8,324	1,667	1,667	1,667	1,667	1,658
108	Dues & Subscriptions (ACWA/CSDA)	23,000	799	7,601		14,487	23,000	8,513	1,736	1,543	2,360	1,436	1,436
109	Printing, Publications & Notices	2,500	175	400		231	2,500	2,269	445	445	445	445	489
110	Uniforms	6,500	533	443		4,312	6,500	2,188	443	443	443	443	416
111	OSHA Requirements/Emergency preparedness	4,000	316	250		3,048	4,000	952	250	103	325	-	274
112	TOTAL OFFICE EXPENSE:	132,383	9,333	14,681		82,103	132,430	50,327	10,544	8,227	11,175	8,549	11,832
113													
114	UTILITIES EXPENSE												
115	Pumping-Electricity	306,000	22,956	22,174		187,335	306,000	118,665	23,000	23,407	24,000	24,000	24,258
116	Office/Shop Utilities	1,500	377	125		4,298	6,048	1,750	350	350	350	350	350
118	TOTAL UTILITIES EXPENSE:	307,500	23,333	22,299		191,634	312,048	120,415	23,350	23,757	24,350	24,350	24,608
119													
120	GROUNDWATER MANAGEMENT EXPENSE												
121	Net SGMA GSP & Stipulation Costs	130,000	51,706	10,500		173,886	273,886	100,000	20,000	20,000	20,000	20,000	20,000
122	Misc. GWM Costs		12,118			100,701	125,701	25,000	5,000	5,000	5,000	5,000	5,000
123	Air Quality Study		(21,077)			(21,077)	(21,077)	-	-	-	-	-	-
124	Community Support		-	-		10,000	10,000	-	-	-	-	-	-
125	TOTAL GWM EXPENSE:	130,000	42,748	10,500		283,510	388,510	125,000	25,000	25,000	25,000	25,000	25,000
126													
127	TOTAL EXPENSES:	3,620,347	257,626	250,998		2,470,312	3,924,496	1,454,183	257,883	399,975	271,651	271,549	253,124
128	CASH BASIS ADJUSTMENTS												
129	Decrease (Increase) in Accounts Payable		18,492			(122,371)	(122,371)						
130	Increase (Decrease) in Inventory		(3,596)			(2,365)	(2,365)						
131													
132	TOTAL CASH BASIS ADJUSTMENTS:		14,896			(124,736)	(124,736)						
133													
134	TOTAL OPERATING EXPENSES PAID:	3,620,347	272,522	250,998		2,345,576	3,799,760	1,454,183	257,883	399,975	271,651	271,549	253,124
135													
136	NET OPERATING INCOME:	832,654	144,186	146,907		471,233	774,121	302,888	46,867	(116,434)	106,436	152,863	113,156
137													
138	CIP PROJECTS												
139													
140	WATER-Operating Cash Funded												
141													
142													
143	Emergency System Repairs	60,000	-	10,000		-	60,000	60,000	10,000	10,000	10,000	15,000	15,000
144	Emergency Generator Mobile trailer	25,000				-	25,000	25,000		25,000			
145	Reservoir cleaning	15,000				-	15,000	15,000			15,000		
146													
147													
148													
149	TOTAL WATER CASH CIP EXPENSES:	100,000	-	10,000		-	100,000	100,000	10,000	35,000	25,000	15,000	15,000
150													
151													
152	TOTAL CASH CIP EXPENSES:	100,000	-	10,000		-	100,000	100,000	10,000	35,000	25,000	15,000	15,000
153													
154	CASH RECAP												
155													
156	Cash beginning of period	5,312,216	5,481,143	5,483,429		5,154,097	5,154,097	5,625,330	5,625,330	5,662,197	5,510,762	5,592,199	5,730,062
157	Operating Income	832,654	144,186	146,907		471,233	774,121	302,888	46,867	(116,434)	106,436	152,863	113,156
158	Total Non O&M Cash Funded Expenses	(100,000)	-	(10,000)		-	(100,000)	(100,000)	(10,000)	(35,000)	(25,000)	(15,000)	(15,000)
159	CASH RESERVES AT END OF PERIOD	6,044,870	5,625,329	5,620,336		5,625,330	5,828,218	5,828,218	5,662,197	5,510,762	5,592,199	5,730,062	5,828,218
160	FY Reserves Target	5,810,000	5,810,000	5,810,000		5,810,000	5,810,000	5,810,000	5,810,000	5,810,000	5,810,000	5,810,000	5,810,000
161	Reserves Surplus/(Shortfall)	434,870	15,330	10,336		15,330	218,218	218,218	52,197	(99,238)	(17,801)	120,062	218,218

	C	AF	AG	AH	AI	AJ	AK	AP	AQ	AR	AS	AT	AU
2	BWD	6/11/2019											
3	CASH FLOW	ADOPTED	Actual	Projected		Actual	Actual YTD	PROJECTED	Projected	Projected	Projected	Projected	Projected
4	2019-2020	BUDGET	January	January	Difference	YTD	and Projected	FY	February	March	April	May	June
5		2019-2020	2020	2020	Explanations	2019-2020	2019-2020	2019-2020	2020	2020	2020	2020	2020
167	DEBT & GRANT ACCOUNTING												
168													
169	WATER-Bond Funded CIP Expenses												
170													
171	Phase 1 Pipeline Project - 17120	415,000	-			532,669	532,669	-					
172	Production Well #1 ID4-Well #9-17110	1,200,000	19,798			1,624,182	1,691,571	67,389	67,389				
173	Production Well #2-17130	550,000	457	220,000		41,019	225,722	184,703	184,703				
174	Replace 5 well discharge manifolds and electric panel upgr	150,000	-			457,121	457,121	-					
175	Replace 30 fire hydrants	168,750	17,742	48,924		40,948	89,568	48,822	48,822				
176	Management Consulting water (Bond CIP)	30,000		1,000		85,500	90,500	5,000	1,000	1,000	1,000	1,000	1,000
178	TOTAL WATER BOND FUNDED CIP:	2,513,750	37,998	267,924		2,781,435	3,087,149	305,714	301,714	1,000	1,000	1,000	1,000
179													
180	SEWER-Bond Funded CIP Expenses												
181													
182	Clean & Video Sewer Lines-Club Circle, Foursome and Bar	350,000	-	-		92,804	350,000	257,196	-	100,000	100,000	57,196	-
183	Sewer Forcemain Replacement & American Legion Lateral	150,000	-	-		-	150,000	160,000	-	-	150,000	-	-
184	Management Consulting Sewer (Bond CIP)	20,000		2,500		-	12,500	12,500	2,500	2,500	2,500	2,500	2,500
185	TOTAL SEWER BOND FUNDED CIP:	520,000	-	2,500		92,804	512,500	419,896	2,500	102,500	252,500	59,696	2,500
190													
191	TOTAL DEBT FUNDED CIP EXPENSES:	3,033,750	37,998	270,424		2,874,239	3,599,649	725,410	304,214	103,500	253,500	60,696	3,500
192													
193	UNEXPENDED DEBT PROCEEDS:	1,718,109	2,508,933	2,283,631		5,345,176	5,345,176	2,470,936	2,470,936	2,166,722	2,063,222	1,809,722	1,749,026
194	TOTAL EXPENSES AND UNEXPENDED DEBT PROCEE	5,338,458	2,470,936	2,013,207		2,470,936	1,745,526	1,745,526	2,166,722	2,063,222	1,809,722	1,749,026	1,745,526
195													
196	GRANT PROCEEDS												
197	Grant Sewer Proceeds	214,000	-	-		-	-	-	-	-	-	-	-
198	Prop 1 CIP Grant (SDAC reimbursement 2020)	278,000		1,750		222,065	232,462	10,397	-	10,397	-	-	-
199	TOTAL GRANT PROCEEDS:	692,000	-	1,750		222,065	232,462	10,397	-	10,397	-	-	-
203													
204	GRANT EXPENSES												
205	Plant-Grit removal at the headworks	214,000	-	-		-	214,000	214,000	-	-	214,000	-	-
206	Clarifier Rehab	200,000		-		-	200,000	200,000	-	-	-	200,000	-
207	TOTAL GRANT FUNDED EXPENSES:	414,000	-	-		-	414,000	414,000	-	-	214,000	200,000	-
208													
209	TOTAL INCOME, GRANT & DEBT PROCEEDS BALANCI	5,145,000	416,709	399,655		3,038,874	4,806,342	1,767,469	304,751	293,938	378,087	424,412	366,281



TREASURER'S REPORT January, 2020

	Bank Balance	Carrying Value	Fair Value	% of Portfolio		Maturity	Valuation Source
				Current Actual	Rate of Interest		
Cash and Cash Equivalents:							
Demand Accounts at CVB/LAIF							
General Account/Petty Cash	\$ 3,612,895	\$ 3,581,056	\$ 3,581,056	43.73%	0.00%	N/A	CVB
Payroll Account	\$ 102,027	\$ 102,027	\$ 102,027	1.25%	0.00%	N/A	CVB
MMA (Bond Funds)	\$ 2,008,713	\$ 2,008,713	\$ 2,008,713	24.53%	2.22%	N/A	CVB
CIP Bond Funds Checking	\$ 466,822	\$ 462,223	\$ 462,223	5.64%	0.00%	N/A	CVB
LAIF	\$ 2,035,715	\$ 2,035,715	\$ 2,035,715	24.86%	2.29%	N/A	LAIF
Total Cash and Cash Equivalents	\$ 8,226,173	\$ 8,189,734	\$ 8,189,734	100.00%			
Facilities District No. 2017-1A-B							
Special Tax Bond- Rams Hill -US BANK	\$ 223,559	\$ 223,559	\$ 223,559				
Total Cash, Cash Equivalents & Investment	\$ 8,449,732	\$ 8,413,293	\$ 8,413,293				

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 24, 2019

Cash, investments and future cash flows are sufficient to meet the needs of the District for the next six months.

Sources of valuations are Umpqua Bank, LAIF and US Trust Bank.

Kim Pitman, Administration Manager



To: BWD Board of Directors
 From: Kim Pitman
 Subject: Consideration of the Disbursements and Claims Paid
 Month Ending January, 2020

Vendor disbursements paid during this period: **\$ 212,396.20**

Significant items:

San Diego Gas & Electric	\$	23,193.16
Medical Health Benefits	\$	20,785.95
CalPERS (includes unfunded liability)	\$	16,991.46

Capital Projects/Fixed Asset Outlays:

Pacific Pipeline Supply-Well upgrades-BOND	\$	30,884.47
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Total Professional Services for this Period:

Best Best & Krieger	Legal-general	\$	582.50
	GWM	\$	38,525.94
	Stipulated	\$	18,118.90
	Bond	\$	206.50
Raftelis	Cost of Service Study	\$	4,400.00
One Eleven Water Services	Misc. Consulting	\$	750.00
	Bond	\$	250.00
LeSar Development Consultants	Prop 1 grant	\$	4,830.00
TRAC	Consulting	\$	2,208.75
Brian Brady	Org Develop	\$	3,850.00

Payroll for this Period:

Gross Payroll	\$	86,586.49
Employer Payroll Taxes and ADP Fee	\$	6,409.52
Total	\$	92,996.01

BOARD REPORT

January 2020



33646	1109	ABILITY ANSWERING/PAGING SER	01/15/2020	423.34
33679	1109	ABILITY ANSWERING/PAGING SER	02/10/2020	429.53
33647	1266	AFLAC	01/15/2020	1,711.38
33648	9524	AIR POLLUTION CONTROL DISTRICT, SAN DIEGO COUNTY	01/15/2020	460.00
33670	9338	AMERICAN BACKFLOW SPECIALTIES	01/28/2020	454.55
33680	1001	AMERICAN LINEN INC.	02/10/2020	532.81
33681	61	AT&T MOBILITY	02/10/2020	687.52
33671	9529	AT&T-CALNET 3	01/28/2020	386.56
33661	11069	ATEL COMMUNICATIONS	01/22/2020	3,419.81
1086	83	AUTOMATED WATER TREATMENT	01/28/2020	1,044.75
33682	9255	BABCOCK LABORATORIES	02/10/2020	1,319.00
33649	9269	BENITO ARTEAGA	01/15/2020	150.85
1093	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	02/12/2020	206.50
33702	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	02/12/2020	57,227.34
33683	10900	BORREGO AUTO PARTS & SUPPLY CO	02/10/2020	89.88
33684	1003	BORREGO SPRINGS BOTTLED WATER	02/10/2020	102.06
33650	1037	BORREGO SUN	01/15/2020	70.00
33662	1037	BORREGO SUN	01/22/2020	70.00
33672	1037	BORREGO SUN	01/28/2020	70.00
33663	11066	BRAX COMPANY, INC.	01/22/2020	2,303.17
33685	10903	BRIAN J. BRADY & ASSOCIATES	02/10/2020	3,850.00
33651	11036	CALIFORNIA CHAMBER OF COMMERCE	01/15/2020	205.79
33652	1196	CASH	01/15/2020	300.00
33653	9054	COUNTY OF SAN DIEGO DEPT ENVIRONMENTAL HEALTH	01/15/2020	484.00
33703	48	COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	02/12/2020	233.20
33665	11076	CYLANCE INC.	01/22/2020	1,904.00
1087	39	DAVID TAUSSIG & ASSOCIATES, INC	01/28/2020	905.00
33656	1222	DEBBIE MORETTI	01/15/2020	122.00
33687	96	DISH	02/10/2020	85.74
33666	11078	DMV RENEWAL	01/22/2020	200.00
1091	1048	GRAINGER	02/10/2020	359.99
33688	1048	GRAINGER	02/10/2020	576.01
33704	1048	GRAINGER	02/12/2020	642.53
33689	1136	HOME DEPOT CREDIT SERVICES	02/10/2020	1,179.65
33705	11021	J & T Tire and Auto	02/12/2020	210.00
33686	1022	JAMES HORMUTH DE ANZA TRUE VALUE	02/10/2020	145.02
33706	65	JC LABS & MONITORING SERVICE	02/12/2020	750.00
1094	10852	JEROME C. ROLWING	02/12/2020	250.00
33709	10852	JEROME C. ROLWING	02/12/2020	750.00
33667	9385	JOHNSON CONTROLS SECURITY SOLUTIONS	01/22/2020	264.92
33654	11063	LEAF & COLE LLP	01/15/2020	12,884.50
33707	10889	LESAR DEVELOPMENT CONSULTANTS	02/12/2020	4,830.00
33696	10899	LOUIS ALEXANDER THE RICK ALEXANDER COMPANY	02/10/2020	2,208.75
33655	9771	MANUEL MARIN	01/15/2020	140.05
1090	1066	MANUEL RODRIGUEZ DE ANZA READY MI	02/10/2020	651.20
1088	1216	McCALLS METERS, INC	01/28/2020	3,694.50
33645	1000	MEDICAL ACWA-JPIA	01/15/2020	20,785.95
33668	11077	MET ONE INSTRUMENTS, INC	01/22/2020	698.75
33690	93	MRC SMART TECHNOLOGY SOLUTIONS	02/10/2020	949.07
33673	10891	NEOFUNDS	01/28/2020	219.31
33708	1489	NORTH COUNTY LAWNMOWER	02/12/2020	133.60
1089	1208	PACIFIC PIPELINE SUPPLY INC	01/28/2020	11,981.64
33674	1208	PACIFIC PIPELINE SUPPLY INC	01/28/2020	1,022.35
1092	1208	PACIFIC PIPELINE SUPPLY INC	02/10/2020	18,902.83
33691	1208	PACIFIC PIPELINE SUPPLY INC	02/10/2020	204.06
33675	11079	PAVEMENT COATINGS CO.	01/28/2020	1,200.00
33676	9546	RAFTELIS FINANCIAL CONSULTANTS, INC	01/28/2020	4,400.00
33692	9633	RAMONA DISPOSAL SERVICE	02/10/2020	4,439.71
33677	1065	SAN DIEGO GAS & ELECTRIC	01/28/2020	23,193.16
33693	1065	SAN DIEGO GAS & ELECTRIC	02/10/2020	140.33
33658	11067	SC FUELS	01/15/2020	588.15
33669	11067	SC FUELS	01/22/2020	1,065.44
33694	11067	SC FUELS	02/10/2020	1,842.82
33695	1059	STAPLES CREDIT PLAN	02/10/2020	730.06
33657	9046	STATE WATER RESOURCE CONTROL BOARD OPERATOR CERTIFI	01/15/2020	295.00
33659	1626	THOMSON REUTERS/WEST	01/15/2020	74.35
33660	9581	TRAVIS PARKER	01/15/2020	981.20
33697	3000	U S BANK CORPORATE PAYMENT SYS	02/10/2020	3,594.19
33698	1023	UNDERGROUND SERVICE ALERT	02/10/2020	21.45
33699	9439	USABLUBOOK	02/10/2020	184.39
33710	1100	VERIZON WIRELESS	02/12/2020	159.40
33664	1027	VICTOR VALENTI CONTRON SCADA SYSTEMS	01/22/2020	1,546.00
33678	1064	WYMORE, INC INDUSTRIES	01/28/2020	3,439.50
33700	92	XEROX FINANCIAL SERVICES	02/10/2020	377.00
33701	11050	ZITO MEDIA	02/10/2020	240.59
Report Total (75 checks)				212,396.20



ASSETS

	BALANCE SHEET January 31, 2020 (unaudited)	BALANCE SHEET December 31, 2019 (unaudited)	MONTHLY CHANGE (unaudited)
CURRENT ASSETS			
Cash and cash equivalents	\$ 5,718,798.33	\$ 5,529,250.47	\$ 189,547.86
Accounts receivable from water sales and sewer charges	\$ 545,101.83	\$ 537,483.01	\$ 7,618.82
Inventory	\$ 109,937.23	\$ 113,533.43	\$ (3,596.20)
Prepaid expenses	\$ 5,964.25	\$ 5,964.25	\$ -
TOTAL CURRENT ASSETS	\$ 6,379,801.64	\$ 6,186,231.16	\$ 193,570.48
RESTRICTED ASSETS			
Debt Service:			
Deferred amount of COP Refunding	\$ -	\$ -	\$ -
Deferred Outflow of Resources-CalPERS	\$ 311,059.00	\$ 311,059.00	\$ -
Total Debt service	\$ 416,679.31	\$ 416,679.31	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 317,081.18	\$ 266,660.14	\$ 50,421.04
2018 Certificates of Participation to fund CIP Projects	\$ 2,470,936.12	\$ 2,554,055.51	\$ (83,119.39)
Total Trust/Bond funds	\$ 2,788,017.30	\$ 2,820,715.65	\$ (32,698.35)
TOTAL RESTRICTED ASSETS	\$ 3,204,696.61	\$ 3,237,394.96	
UTILITY PLANT IN SERVICE			
Land	\$ 2,240,863.65	\$ 2,251,663.65	\$ (10,800.00)
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 370,413.89	\$ 384,451.89	\$ (14,038.00)
Bond funded CIP Expenses	\$ 2,874,941.58	\$ 2,836,945.17	\$ 37,996.41
Sewer Facilities	\$ 6,175,596.99	\$ 6,175,596.99	\$ -
Water facilities	\$ 11,621,513.88	\$ 11,621,513.88	\$ -
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 597,312.57	\$ 597,312.57	\$ -
Vehicles	\$ 715,321.23	\$ 715,321.23	\$ -
Accumulated depreciation	\$ (12,532,142.81)	\$ (12,532,142.81)	\$ -
NET UTILITY PLANT IN SERVICE	\$ 17,358,042.05	\$ 17,344,883.64	\$ 13,158.41
OTHER ASSETS			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
TOTAL OTHER ASSETS	\$ 185,000.00	\$ 185,000.00	
TOTAL ASSETS	\$ 27,127,540.30	\$ 26,953,509.76	\$ 174,030.54




Balance sheet continued


	BALANCE SHEET January 31, 2020 (unaudited)	BALANCE SHEET December 31, 2019 (unaudited)	MONTHLY CHANGE (unaudited)
LIABILITIES			
CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS			
Accounts Payable	\$ 109,236.23	\$ 127,728.54	\$ (18,492.31)
Accrued expenses	\$ 206,146.74	\$ 206,146.74	\$ -
Deposits	\$ 32,502.21	\$ 40,534.64	\$ (8,032.43)
TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS	\$ 347,885.18	\$ 374,409.92	\$ (26,524.74)
CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 317,081.18	\$ 266,660.14	\$ 50,421.04
TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS	\$ 317,081.18	\$ 266,660.14	\$ 50,421.04
LONG TERM LIABILITIES			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 2,842,618.83	\$ 2,842,618.83	\$ -
2018 Certificates of Participation to fund CIP Projects	\$ 4,930,000.00	\$ 4,930,000.00	\$ -
Net Pension Liability-CalPERS	\$ 850,153.00	\$ 850,153.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 34,862.00	\$ 34,862.00	\$ -
TOTAL LONG TERM LIABILITIES	\$ 8,657,633.83	\$ 8,657,633.83	\$ -
TOTAL LIABILITIES	\$ 9,322,600.19	\$ 9,298,703.89	\$ 23,896.30
FUND EQUITY			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:			
Unrestricted Reserves/Retained Earnings	\$ 8,193,125.76	\$ 8,042,991.52	\$ 150,134.24
Total retained earnings	\$ 8,193,125.76	\$ 8,042,991.52	\$ 150,134.24
TOTAL FUND EQUITY	\$ 17,804,940.11	\$ 17,654,805.87	\$ 150,134.24
TOTAL LIABILITIES AND FUND EQUITY	\$ 27,127,540.30	\$ 26,953,509.76	\$ 174,030.54

	C	D	E	F	G	H	I	J	K	L	M	N	O
1													
2		BOND CIP FUNDS									Club Circle		
3		RECONCILIATION-FY 2019/2021					Well 12-17100/	Prod Well	Pipeline Project:	Prod Well	Video/clean	Firehydrants	
4							4-5 Well upgrades	#1 ID4-9	Phase 1/2	#2	Sewer lines		
5			Bond Proceeds	Interest paid	Cost of Issuance	Misc.	10117140	10117110	10117120	10117130	10117150	10117160	
6													Totals
7													
8	07/10/18	Pacific Western Bank-Loan Proceeds	\$ 5,586,000.00										\$ 5,586,000.00
9	07/10/18	Cost of Issuance	\$ 68,707.13										\$ 68,707.13
10	07/17/18	US Bank Interest Fee			\$ 1,700.00								\$ (1,700.00)
11	07/17/18	Nixon Peabody-Cost of issuance			\$ 10,000.00								\$ (10,000.00)
12	07/17/18	Kutok Rock-Cost of Issuance			\$ 10,000.00								\$ (10,000.00)
13	07/20/18	MMA Interest paid		\$ 2,282.99									\$ 2,282.99
14	07/31/18	MMA Interest paid		\$ 693.25									\$ 693.25
15	08/01/18	Grant Thomson-Cost of Issuance			\$ 1,500.00								\$ (1,500.00)
16	08/01/18	Brandis Talkman-Cost of Issuance			\$ 17,500.00								\$ (17,500.00)
17	08/01/18	Fieldman, Rolapp & Assoc.-Cost of Issuance			\$ 50,231.67								\$ (50,231.67)
18	08/01/18	Best Best & Krieger-Cost of Issuance			\$ 55,000.00								\$ (55,000.00)
19	08/31/18	MMA Interest paid		\$ 4,683.02									\$ 4,683.02
20	09/31/18	MMA Interest paid		\$ 4,535.86									\$ 4,535.86
21	10/31/18	MMA Interest paid		\$ 4,690.98									\$ 4,690.98
22	11/30/18	MMA Interest paid		\$ 6,498.24									\$ 6,498.24
23	12/31/18	MMA Interest paid		\$ 8,125.10									\$ 8,125.10
24	12/31/18	Fed-x Bond issuance costs			\$ 62.02								\$ (62.02)
25	01/31/19	Dudek-Construction Mgmt Prod well #2								\$ 8,295.00			\$ (8,295.00)
26	01/31/19	BBK-Review Bid documents						\$ 855.50	\$ 3,635.00				\$ (4,490.50)
27	01/31/19	Harland Check order-partial charge						\$ 70.12	\$ 70.13	\$ 70.13			\$ (210.38)
28	01/31/19	MMA Interest paid		\$ 9,878.83									\$ 9,878.83
29	02/28/19	BBK-Review final specs Pipeline #1							\$ 306.00				\$ (306.00)
30	02/28/19	BBK-Finalize Bid documents						\$ 2,657.00	\$ 1,976.50	\$ 1,453.50			\$ (6,087.00)
31	02/28/19	Dudek-Construction Mgmt Prod well #1						\$ 11,535.00		\$ 8,422.50			\$ (19,957.50)
32	02/28/19	MMA Interest paid		\$ 8,529.85									\$ 8,529.85
33	03/31/19	Dudek-Construction Mgmt						\$ 5,467.50		\$ 7,232.50			\$ (12,700.00)
34	03/31/19	Dudek-Construction Mgmt						\$ 7,683.43		\$ 2,587.50			\$ (10,270.93)
35	03/31/19	BBK-Review Bid documents						\$ 1,243.25		\$ 1,243.25			\$ (2,486.50)
36	03/31/19	MMA Interest paid		\$ 9,460.57									\$ 9,460.57
37		Reallocate interest to Admin 7122		\$ (59,378.69)									\$ (59,378.69)
38		Well 12 repairs from O&M to Bond funds-check #32867					\$ 13,537.82						\$ (13,537.82)
39		Well 12 repairs from O&M to Bond funds-check #32970					\$ 82,640.56						\$ (82,640.56)
40	04/04/19	Big J Fencing-Fencing for Well ID4 Well 9						\$ 16,975.00					\$ (16,975.00)
41	04/08/19	BBK					\$ 561.00	\$ 1,377.00	\$ 535.50				\$ (2,473.50)
42	04/08/19	Hidden Valley Pump-Well 12/Well 5/Well 16 Transfer switch					\$ 36,033.00						\$ (36,033.00)
43	04/08/19	Hidden Valley Pump-Well 12/Well 5/Well 16/11 Transfer switch					\$ 253,731.68						\$ (253,731.68)
44	04/23/19	Dudek-Construction Management						\$ 3,690.00		\$ 1,927.50			\$ (5,617.50)
45	04/23/19	Fed-x -Mailing of NOE to County New Well #1						\$ 30.53					\$ (30.53)
46	04/23/19	Pacific Pipe-well 12					\$ 1,337.83						\$ (1,337.83)
47	05/20/19	Well 12 repairs transferred from Admin					\$ 83,223.56						\$ (83,223.56)
48	05/29/19	Hidden Valley Pump-Electric panel well 12					\$ 2,503.88						\$ (2,503.88)
49	05/29/19	DeAnza Ready Mix-Road base well 12					\$ 1,547.09						\$ (1,547.09)
50	05/29/19	Dynamic Consulting-Phase 1 & 2 Pipeline							\$ 71,010.00				\$ (71,010.00)
51	05/29/19	Bobs Trailer-Office trailer Well 1 ID4-9 and well 2						\$ 4,500.00		\$ 4,500.00			\$ (9,000.00)
52	05/29/19	Pacific Pipe-well 12					\$ 12,635.88						\$ (12,635.88)
53	05/29/19	BBK-bid review						\$ 765.00					\$ (765.00)
54	05/29/19	Big J Fencing-Fencing for Well ID4 Well 9						\$ 16,975.00					\$ (16,975.00)
55	05/29/19	De Anza Ready Mix					\$ 700.38	\$ 40,057.36					\$ (40,757.74)
56	05/29/19	Dudek-investigation of second production well								\$ 2,672.50			\$ (2,672.50)
57	05/29/19	Hidden Valley Pump-ID1 well 8 repairs					\$ 3,086.18						\$ (3,086.18)
58	05/29/19	Pacific Pipe-construction supply line					\$ 498.23						\$ (498.23)
59	05/29/19	Southwest Pump-construction of well 4-9						\$ 104,500.00					\$ (104,500.00)
60	05/29/19	State of California-Fee for Bond cost			\$ 1,396.50								\$ (1,396.50)
61	06/04/19	Pacific Pipe-Parts for well 4-9						\$ 38.45					\$ (38.45)
62	06/10/19	Deanza Ready Mix Road base well 4-9						\$ 2,116.53					\$ (2,116.53)
63	06/10/19	Hidden Valley Pump-Step down transformer well 4-9						\$ 8,292.37					\$ (8,292.37)
64	06/10/19	US Bank Remote office supplies well 4-9						\$ 1,701.07					\$ (1,701.07)
65	06/18/19	BBK-Correspondence to A&R							\$ 127.50				\$ (127.50)
66	06/18/19	Dudek-Costruction management well 4-9						\$ 20,697.01					\$ (20,697.01)
67	06/18/19	One Eleven Services-Construction Mgmt well 4-9						\$ 4,500.00					\$ (4,500.00)
68	07/01/19	Southwest Pump-construction of well 4-9						\$ 543,866.73					\$ (543,866.73)
69	07/03/19	Hidden Valley Pump-Well 5 Manual Transfer Switch					\$ 399.00						\$ (399.00)

	C	D	E	F	G	H	I	J	K	L	M	N	O	
1														
2		BOND CIP FUNDS									Club Circle			
3		RECONCILIATION-FY 2019/2021						Well 12-17100/ 4-5 Well upgrades	Prod Well #1 ID4-9	Pipeline Project Phase 1/2	Prod Well #2	Video/clean Sewer lines	Firehydrants	
4			Bond Proceeds	Interest paid	Cost of Issuance	Misc.	10117140	10117110	10117120	10117130	10117150	10117160		
5														
70	07/03/19	Pacific Pipe-Fire hydrant extensions											\$ 1,377.80	\$ (1,377.80)
71	07/08/19	De Anza Ready Mix-Concrete well 12					\$ 658.01							\$ (658.01)
72	07/08/19	De Anza Ready Mix-Concrete well 5					\$ 344.21							\$ (344.21)
73	07/08/19	Hidden Valley Pump-Well 5 pull pump replace bows/video					\$ 141,472.45							\$ (141,472.45)
74	07/25/19	BBK-Review A&R contract							\$ 765.00					\$ (765.00)
75	07/25/19	Dudek-Construction Management Well 4-9						\$ 45,827.52						\$ (45,827.52)
76	07/25/19	Pacific Pipe-Fire hydrants										\$ 21,825.77		\$ (21,825.77)
77	07/25/19	One Eleven Services-Construction Mgmt well 4-9						\$ 2,165.00						\$ (2,165.00)
78	07/25/19	Southwest Pump-construction of well 4-9						\$ 67,022.50						\$ (67,022.50)
79	08/12/19	Hack-Chlorine well 4-9						\$ 849.62						\$ (849.62)
80	08/19/19	Dudek-Construction Management Well 4-9						\$ 22,521.09						\$ (22,521.09)
81	08/20/19	Insitu-Transducer rental well 4-9						\$ 454.72						\$ (454.72)
82	08/27/19	BBK-Review A&R Bond							\$ 535.50					\$ (535.50)
83	09/04/19	Insitu-Transducer rental well 4-9						\$ 429.93						\$ (429.93)
84	09/04/19	SDGE-Electric well 4-9						\$ 1,060.00						\$ (1,060.00)
85	09/04/19	Southwest Pump-construction of well 4-9						\$ 55,029.85						\$ (55,029.85)
86	09/04/19	US Bank Charge card-chlorine well 4-9						\$ 125.93						\$ (125.93)
87	09/09/19	Pacific Pipe-Supplies Double O Pipeline project							\$ 26,476.36					\$ (26,476.36)
88	09/16/19	Terry Robertson-Double O Pipeline replacement							\$ 491,504.35					\$ (491,504.35)
89	09/23/19	Dudek-Construction Management well 4-9						\$ 31,886.86						\$ (31,886.86)
90	09/23/19	Insitu-Transducer rental well 4-9						\$ 74.35						\$ (74.35)
91	09/23/19	Pacific Pipe-Meter boxes lids-Double O project							\$ 4,582.64					\$ (4,582.64)
92	09/30/19	BBK-Review change order A&R							\$ 204.00					\$ (204.00)
93	09/30/19	Dudek-Construction Management Well 4-9						\$ 1,260.00						\$ (1,260.00)
94	10/08/19	Dudek-Construction Management Well 4-9						\$ 4,305.00						\$ (4,305.00)
95	10/08/19	Southwest Pump-construction of well 4-9						\$ 44,548.38						\$ (44,548.38)
96	10/16/19	Dudek-Construction Management Well 4-9						\$ 17,778.75						\$ (17,778.75)
97	10/16/19	Dudek-investigation of second production well							\$ 600.00					\$ (600.00)
98	10/16/19	Pacific Pipe-Well 5 upgrade					\$ 5,553.49							\$ (5,553.49)
99	10/21/19	McCalls Meters-Meters for Pipeline phase 1							\$ 11,636.47					\$ (11,636.47)
100	10/21/19	Pacific Pipeline Supply-Tools/supplies well 5 upgrade					\$ 577.94							\$ (577.94)
101	10/21/19	Jeffrey Smith-Appraisal well #2 site investigation							\$ 1,000.00					\$ (1,000.00)
102	10/29/19	Jerry Rokwing-Well #2 site investigation							\$ 3,750.00					\$ (3,750.00)
103	11/05/19	Brax company-materials well 5					\$ 166.04							\$ (166.04)
104	11/05/19	Manuel Rodrigues-DeAnza concrete-Well 5					\$ 1,450.90							\$ (1,450.90)
105	11/12/19	Downstream-video/clean Club Circle									\$ 92,804.00			\$ (92,804.00)
106	11/18/19	Dudek-Construction Management well 4-9						\$ 360.00						\$ (360.00)
107	11/18/19	Pacific Pipe-Materials for Well 11/Well 16					\$ 12,532.02							\$ (12,532.02)
108	11/18/19	Jerry Rokwing-Well #2 site investigation								\$ 250.00				\$ (250.00)
109	11/16/19	Brax company-ID4-9 electric hook-up						\$ 146,691.66						\$ (146,691.66)
110	11/26/19	Pacific Pipe-Well 11 upgrades					\$ 2,810.62							\$ (2,810.62)
111	12/11/19	Freight Charge					\$ 623.29							\$ (623.29)
112	12/23/19	BBK-real property acquisition-Well #2								\$ 265.50				\$ (265.50)
113	12/20/19	DeAnza Ready mix-Road base Well 4-9						\$ 1,377.22						\$ (1,377.22)
114	12/20/19	Pacific Pipe-Well 16 upgrades					\$ 5,904.65							\$ (5,904.65)
115	12/23/19	Brax-Well repairs					\$ 1,539.07	\$ 270,188.02						\$ (271,727.09)
116	12/27/19	Brax-Work in Well 4-9						\$ 62,963.13						\$ (62,963.13)
117	12/27/19	DeAnzaReady mix-concrete for kicker					\$ 688.42	\$ 553.41						\$ (1,241.83)
118	01/03/20	Best Best & Krieger-Bond work review							\$ 586.50	\$ 62.04		\$ 640.00		\$ (1,288.54)
119	01/28/20	Automated Water Treatment-chlorinator well4-9						\$ 1,044.75						\$ (1,044.75)
120	01/28/20	David Taussig-Debt reporting costs				\$ 905.00								\$ (905.00)
121	01/28/20	McCalls Meters-Meter for well ID4-9						\$ 3,694.50						\$ (3,694.50)
122	01/28/20	Pacific Pipe-Parts for well 4-9						\$ 11,981.64						\$ (11,981.64)
123														\$ -
124														\$ -
125		BOND FUND BALANCE	\$ 5,654,707.13	\$ -	\$ 147,390.19	\$ 905.00	\$ 666,757.20	\$ 1,593,787.68	\$ 619,301.45	\$ 38,981.92	\$ 92,804.00	\$ 23,843.57	\$ 2,470,936.12	
126														
127									12/31/2019	MMA			\$ 2,008,713.44	
128									12/31/2019	Checking			\$ 462,222.68	
129									12/31/2019	Total Bond funds Balance			\$ 2,470,936.12	



IVB
WATER & WASTE
WATER
OPERATIONS
REPORT

The logo for Oregon Water District is a circular emblem. It features a central figure of a Native American man in traditional dress, holding a bow and arrow. The background of the emblem shows a landscape with a river and mountains. The text "OREGON WATER DISTRICT" is written in a circular path around the central figure. At the bottom of the emblem, it says "EST. 1962".

**IVC
WATER
PRODUCTION/
USE RECORDS**



IVD GENERAL MANAGER REPORT

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 28, 2020
AGENDA ITEM IV.D

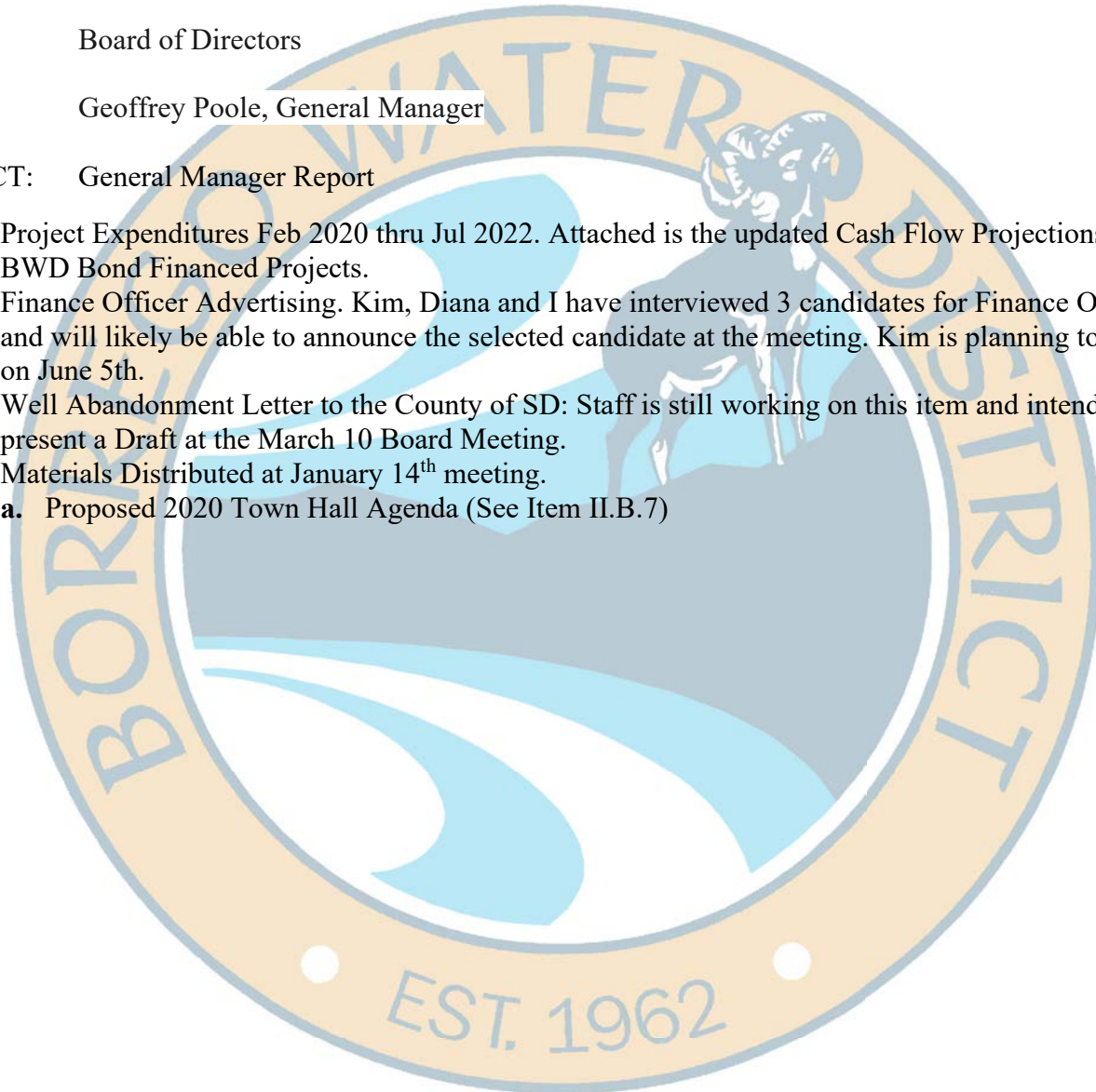
January 23, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: General Manager Report

1. Project Expenditures Feb 2020 thru Jul 2022. Attached is the updated Cash Flow Projections for BWD Bond Financed Projects.
2. Finance Officer Advertising. Kim, Diana and I have interviewed 3 candidates for Finance Officer and will likely be able to announce the selected candidate at the meeting. Kim is planning to retire on June 5th.
3. Well Abandonment Letter to the County of SD: Staff is still working on this item and intend to present a Draft at the March 10 Board Meeting.
4. Materials Distributed at January 14th meeting.
 - a. Proposed 2020 Town Hall Agenda (See Item II.B.7)



Project	BUDGET	To Date	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan-21	Feb	Mar	Apr	May	Jun	Jul			
Replacement Well #1	\$ 1,500,000	\$ 1,513,550																			\$ -	1,513,550	
Replacement Well #2	1,584,700	38,919	100,000	75,000	75,000	250,000	250,000	250,000	120,000	40,000	50,000	39,700	10,000	9,721	250,000	-					\$ 1,519,421	1,558,340	
Pipelines Phase I	618,714	618,714																			\$ -	-	
Pipelines Phase I Interconnections	105,000	-																			\$ -	618,714	
Pipelines Phase II	386,000			50,000	150,000	186,000	-														\$ -	-	
Well Manifold Pipeline	760,000	666,068																			\$ 386,000	386,000	
Fire Hydrants	100,000	23,203		50,000	50,000	37,500															\$ -	666,068	
Sewer - Club Circle Inspect	350,000	92,804																			\$ 137,500	160,703	
Sewer - Am Legion Pipe Repair	150,000			50,000	100,000																\$ -	-	
Sewer - Misc Improvements	257,196							100,000	100,000	57,496											\$ -	92,804	
		\$ 2,953,258	\$ 100,000	\$ 225,000	\$ 375,000	\$ 473,500	\$ 250,000	\$ 350,000	\$ 220,000	\$ 97,496	\$ 50,000	\$ 39,700	\$ 10,000	\$ 9,721	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,496	514,692
Total Bond Amount	\$ 5,811,610																				\$ 2,450,417	5,403,675	
Expenses	\$ 2,953,258																						
Remaining	\$ 2,858,352																						
TOTAL BOND FUNDS AVAIL	\$ 5,654,707																						