

**AGENDA
REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, JULY 2, 2019**

Agendas and Minutes are on our website at www.oakdaleirrigation.com

CALL TO ORDER Following the Financing Corporation Meeting,
Boardroom of the District Office
1205 East F Street, Oakdale, California 95361

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Orvis, Altieri, Doornenbal, Santos, DeBoer

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS - ITEM 1

1. The Board of Directors welcomes participation in its meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Because matters being discussed are not on the agenda there should be no expectation of discussion or comment by the Board except to properly refer the matter for review or action as appropriate. Matters concerning District operations or responsibilities can be addressed prior to Board meetings by contacting District Management or Directors. In this manner, your concerns can be addressed expeditiously.

The Oakdale Irrigation District Board pledges to be respectful, truthful, knowledgeable, productive and unified in conducting the people's business. The Board believes in conducting its business using respectful and civil dialogue and would request that the public conduct itself in a similar fashion in their presentations. Disrespectful and threatening behavior will not be tolerated.

It is not required, but speakers may provide their name and address.

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 11

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. Matters may be removed from the Consent Calendar by making a request to the Board President at this time.

Only properly noticed agenda matters shall be permitted for discussion.

2. Approve the **Board of Directors' Minutes of the Regular Meeting of June 4, 2019**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **Improvement District Statement of Obligations**
5. Approve the **Monthly Treasurer's Report and Financial Statements for the Three Months Ending May 31, 2019**
6. Approve the **Selection of the Three (3) Candidates for Special District Risk Management Authority's (SDRMA's) Board of Directors Election**
7. Approve **Maintenance and Operations Leadman Job Description and Proposed Salary Range**
8. Approve **Water Utilities and SCADA Supervisor Job Description and Proposed Salary Range**
9. Approve **General Services Agreement 2019-GSA-001 with Allen A. Waggoner Construction, Inc. and General Services Agreement 2019-GSA-002 with Power Services, Inc. and Authorize General Manager to Execute**
10. Approve **Professional Services Agreement 2019-PSA-002 with Grace Consulting and Authorize General Manager to Execute**
11. Approve **Developer Agreement for Rural Water System Connection (APN: 010-046-033 - McIntyre)**

ACTION CALENDAR - ITEMS 12 - 15

12. Review and take possible action to **Receive and File the Comprehensive Annual Financial Report for the Year Ended December 31, 2018**
13. Review and take possible action to **Award the Architectural Services Contract for the Development of Old Property Located at Greger and Kaufman Roads and Authorize the General Manager to Enter into**

Professional Services Agreement and Associated Work Releases

14. Review and take possible action to **Replace the Assistant General Manager Position with a Safety Coordinator Position**
15. Review and take possible action to **Approve an Employment Agreement and Appoint an Interim General Manager for the Tri-Dam Project and Authorize the General Manager to Execute Contingent Upon Approval by SSJID's Board of Directors on July 9, 2019**

DISCUSSION - ITEM 16

16. Discussion regarding **PG&E Wildfire Power Outages and What that Means for OI's Operations**

COMMUNICATIONS - ITEM 17

17. Oral Reports and Comments

A. General Manager's Report on Status of OI Activities

B. Committee Reports

Planning & Public Relations Committee Meeting, June 27, 2019

- Establishing a Public Benefits Fund per the Water Resources Plan's Guiding Principles
- Review the Greger Park irrigation design/conversion from groundwater to surface water

C. Directors' Comments/Suggestions

CLOSED SESSION - ITEM 18

18. Closed Session to discuss the following:

A. Government Code §54956.9(d)(2) – Anticipated Litigation

Significant Exposure to Litigation Two (2) Cases

B. Government Code §54956.9(d)(1) - Existing Litigation

Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.

OTHER ACTION – ITEM 19

19. Adjournment:

- A. The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, July 16, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, July 18, 2019 at 9:00 a.m.** at the Tri-Dam Project, 31885 Old Strawberry Road, Strawberry, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Administrative Assistant at (209) 840-5507.

ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Administrative Assistant at (209) 840-5507. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENTS

No Information Included

BOARD MEETING OF JULY 2, 2019



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF JULY 2, 2019

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF JUNE 4, 2019

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Regular Meeting of June 4, 2019

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of June 4, 2019

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

MINUTES

Oakdale, California
June 4, 2019

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Regular Session at the hour of 9:00 a.m. Upon roll call, there were present:

Directors: Tom Orvis, President
Gail Altieri, Vice President
Herman Doornenbal
Linda Santos
Brad DeBoer

Staff Present: Steve Knell, General Manager/Secretary
Eric Thorburn, Water Operations Manager
Jason Jones, Support Services Manager
Sharon Cisneros, Chief Financial Officer
Kim Bukhari, Human Resource Analyst

Also Present: Angela Schrimp de la Vergne, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:04 a.m. the Board welcomed public comment.

PUBLIC COMMENT ITEM NO. 1

There being no public comment, public comment closed at the hour of 9:04 a.m. and the Board Meeting continued.

HEARING CALENDAR
ITEM NO. 2

ITEM NO. 2

**PUBLIC HEARING AND CERTIFICATION OF THE IMPROVEMENT
DISTRICT NO. 51 (ID 51) MEMBERSHIP VOTE TO AUTHORIZE THE OAKDALE
IRRIGATION DISTRICT (OID) TO PROCEED WITH THE ACQUISITION OF PROPERTY,
PREPARE THE RESTRICTED USE EASEMENTS FOR EXECUTION BY THE
SURROUNDING LANDOWNERS AND ULTIMATELY FINALIZE THE DEED FOR THE
NEW WELL SITE PROPERTY TO OID AS TRUSTEE OF ID 51 (PROJECT); AND
AUTHORIZE OID TO USE THE FUNDS CONTAINED IN THE ID 51 RESERVE
FUND TO PAY FOR THE ACTUAL COST OF THE PROJECT (ESTIMATED \$74,750)**

Water Operations Manager Eric Thorburn gave the Board of Directors some background information on Improvement District No. 51.

At the hour of 9:06 a.m. Director Orvis opened the hearing up to the public. There were no members of the public wishing to make a public comment and the Public Hearing was closed at the hour of 9:07 a.m.

One landowner from ID 51 turned in a vote to the Water Operations Manager Eric Thorburn.

Water Operations Manager Eric Thorburn stated that the Improvement District No. 51 Membership voted to authorize the Oakdale Irrigation District (OID) to proceed with the acquisition of property, prepare the restricted use easements for execution by the surrounding landowners and ultimately finalize the deed for the new well site property to OID as Trustee of ID 51 (Project); and authorize OID to use the funds contained in the ID 51 reserve fund to pay for the actual cost of the project (estimated at \$74,750), by the following vote:

Ayes:	31
Unreturned Ballots:	50
(A non-vote is considered a vote of approval.)	
Noes:	1
Passed by a total vote of	81-1

A motion was made by Director Doornenbal, seconded by Director Altieri, and was unanimously supported to certify the vote of Improvement District No. 51 Membership to authorize the Oakdale Irrigation District (OID) to proceed with the acquisition of property, prepare the restricted use easements for execution by the surrounding landowners and ultimately finalize the deed for the new well site property to OID, acting as Trustee of ID 51 (Project); and authorize OID to use the funds contained in the ID 51 reserve fund to pay for the actual cost of the project (estimated at \$74,750).

The following roll call vote was taken:

Director Altieri	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

CONSENT ITEMS
ITEM NOS. 3, 4, 5, 6, 7, 8

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS'
MINUTES OF THE SPECIAL MEETING OF MAY 14,
2019 AND RESOLUTION NOS. 2019-10 AND 2019-11

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Board of Directors' Minutes of the Special Meeting of May 14, 2019 and Resolution Nos. 2019-10 and 2019-11.

ITEM NO. 4
APPROVE OAKDALE IRRIGATION
DISTRICT STATEMENT OF OBLIGATIONS

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Oakdale Irrigation District's Statement of Obligation.

ITEM NO. 5
APPROVE IMPROVEMENT
DISTRICT STATEMENT OF OBLIGATIONS

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Improvement District's Statement of Obligations.

ITEM NO. 6
APPROVE ASSIGNMENT
OF CAPITAL WORK ORDER NUMBERS

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the assignment of the following Work Order Numbers:

<u>Work Order No.</u>	<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>
2019-012		Springbrook Software Upgrade	\$ 30,000
2019-013	Crane Pipeline	Replace existing gate with 1-24"x15' Fresno 101C slide gate (APN: 063-025-007).	3,900
2019-014	Clavey Pipeline	Replace existing gate with 1-14"x17'-3" Fresno fabricated square slide gate. (APN: 010-072-004)	7,200
2019-015	Hirschfeld Pipeline	Replace existing gate with 1-12"x5' Fresno 101C slide gate. (APN: 207-032-009)	2,000
2019-016	Hirschfeld Pipeline	Replace two drain valves with 20' 12" 100 PSI PIP PVC, 1-12" line gate, 2-flanged bolt-on couplers, 2-12" starter couplers, and 2-concrete connection collars. (APN: 207-370-14/17)	11,100
2019-017	Keeley Lateral	Install 1-16" Krohne Enviromag 2000 Flow Meter, 22' of 15" 100 PSI PIP PVC, and 2-concrete connection collars. (APN: 063-029-010/049)	34,400
2019-018	Burnett Lateral	Install 1-16" Krohne Enviromag 2000 Flow Meter, 15" 100 PSI PIP PVC, 3-15" Starter Couplers and 1-concrete connection collar (APN: 006-003-042).	37,100
2019-019	Crawford River Pump	Install 1-18" Krohne Enviromag 2000 Flow Meter, 2-18" starter couplers and 1-data logger (APN: 062-002-001/002).	36,500
2019-020	Brady River Pump	Install 1-McMag 3000 Electromagnetic Flow Meter (APN: 062-004-002)	11,000
			<hr/>
			\$ 173,200

ITEM NO. 7
APPROVE PROFESSIONAL SERVICES AGREEMENT
2019-PSA-001 WITH FEDAK & BROWN, LLP AND
AUTHORIZE GENERAL MANAGER TO EXECUTE

A motion was made by Director Santos, seconded by Director Altieri, and was unanimously supported to approve the Professional Services Agreement 2019-PSA-01 with Fedak & Brown, LLP and Authorize the General Manager to execute.

ITEM NO. 8
APPROVE PURCHASE OF ONE (1)
WELDER FROM AIRGAS (BUDGETED)

A motion as made by Director Santos, seconded by Director Altieri, and was unanimously supported to approve the purchase of one (1) welder from Airgas (Budgeted).

ACTION CALENDAR
ITEMS NO. 9

ITEM NO. 9
REVIEW AND TAKE POSSIBLE ACTION TO APPROVE
IMPROVEMENT DISTRICT NO. 41'S (ID 41) REQUEST FOR A
VARIANCE TO OID POLICY TO ALLOW ID 41 TO ACCEPT THE
LOWEST SOLICITED BID IN LIEU OF COMPLETING THE FORMAL
PUBLIC BIDDING PROCESS IN ACCORDANCE WITH OID'S PURCHASE POLICY

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve Improvement District No. 41's (ID 41) request for a variance to OID policy to allow ID 41 to accept the lowest solicited bid in lieu of completing the formal public bidding process in accordance with OID's Servicing and Purchasing Policy.

DISCUSSION
ITEM NO. 10

ITEM NO. 10
DISCUSSION / PRESENTATION ON GUIDING PRINCIPLES FOR USE
OF SURPLUS WATER AND SERVICE AREA EXPANSION – BOARD POLICY

General Manager Steve Knell, gave a Power Point Presentation from March 7, 2006 entitled, "Discussion of Annexation / Expansion Issues." This presentation was originally given during the development of the Water Resources Plan.

COMMUNICATIONS
ITEM NO. 11

A. **GENERAL MANAGERS REPORT**

General Manager Steve Knell discussed the items contained in the Board packet and gave an update on the Tri-Dam Operation's Daily Report on Water Data.

B. **COMMITTEE REPORTS**

There were no committee reports.

C. **DIRECTORS' COMMENTS/SUGGESTIONS**

Director Altieri

Director Altieri discussed the WAC Meeting that was held on May 29, 2019. Director Altieri stated that Directors Orvis, Santos and DeBoer also attended the WAC Meeting. Director Altieri stated that Congressman Josh Harder attended the WAC Meeting and she discussed his presentation.

Director Doornenbal

Director Doornenbal discussed the California Water Commission and his disappointment in their Proposition 1 funding.

Director Santos

Director Santos also discussed the WAC Meeting and stated that she hoped that Congressman Harder fulfills the goals that he is working towards. Director Santos also stated that she attended SSJID Director Kuil's funeral along with Directors Altieri and Doornenbal. Director Santos said that she and Director Altieri will be going out on the Stanislaus River with FishBio to see how the electrofishing is done on Thursday.

Director DeBoer

Director DeBoer thanked the staff for picking up the extra load at Tri-Dam. Director DeBoer also commented on the WAC Meeting and stated that he had a fantastic idea for Congressman Harder, give back the almost \$1 billion dollars that was to be utilized for the bullet train so that it can be utilized to build additional water reservoirs. Director DeBoer stated that he had the privilege of visiting Donnell's Reservoir and it was beautiful with all of the water falls running.

Director Orvis

Director Orvis stated that he attended the Sustainable Lands Conservation Program. He stated that it is another granted organization looking at agricultural preservation. Director Orvis also commented on the WAC Meeting. He stated that he has dealt with Congressman Harder since his election and that he has been very open and listening to water issues. Director Orvis stated that he would have to say that he has done a good job. Director Orvis stated that since January 1, 2015 to the present, there have been 499 well permits issued for wells across Stanislaus County and only 3 underwent the CEQA / EIR process. He further stated that TID and MID were at the top for well permits issued.

After a short recess, at the hour of 10:55 a.m. the meeting adjourned to Closed Session

CLOSED SESSION
ITEM NO. 12

A. Government Code §54956.9(d)(2) – Anticipated Litigation

Significant Exposure to Litigation Three (3) Cases

B. Government Code §54956.9(d)(1) - Existing Litigation

SJTA, et al. v. State Water Resources Control Board

C. Government Code §54957

Public Employee Discipline/Dismissal/Release

At the hour of 12:05 p.m. the meeting returned to open session.

Coming out of Closed Session Director Orvis stated that there was no reportable action.

OTHER ACTION
ITEM NO. 13

At the hour of 12:05 p.m. the Board meeting was adjourned The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, June 18, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, June 20, 2019 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA..

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Tri-West Tractor Incorporated	Cat Wheel Loader/Excavator Rentals	\$280,197.41
Special District Risk Management	Workers Compensation	\$255,681.04
Northern Steel Inc,	Rebar-Kearney Drop #1 ,2 & 3	\$129,090.00
Drill Tech Drilling & Shoring Inc.	WR #001	\$92,495.99
Haidlen Ford	2019 ½ Ton Full Size Reg Cab 2-Door	\$61,405.94
Kaiser Foundation Health Plan Inc.	Health Insurance - July	\$58,326.83
PG&E	Electricity	\$54,277.60
Dennis Wing Trucking	Haul Dirt	\$43,539.00
Condor Earth Technologies Inc.	WR #012, WR #018	\$38,038.25
Sutter Health Plus	Health Insurance - July	\$37,722.25
Sub Total Top Ten:		\$1,050,774.31
Other Obligations:		\$226,738.81
Total Obligations:		\$1,277,513.12

FISCAL IMPACT: \$1,277,513.12

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

July 2, 2019

Accounts Payable
Check Register - July 2, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25845	6/12/2019	AT&T	\$79.33	Phone Charges - 5/25/19 - 6/24/19
25846	6/12/2019	Giuliani & Kull, Inc.	\$1,125.00	On Call Engineering Services WR #62
25847	6/12/2019	United Rentals Northwest, Inc.	\$2,594.69	Spreader Bar Kit, Cylinder Extension, Shoring Pump
25848	6/18/2019	Accela, Inc. #774375	\$2,464.50	Springbrook Software Upgrade
25849	6/18/2019	Ace Hardware	\$189.11	Pipe Guide, Socket, Nuts, Duct Tape, Galv Nipple
25850	6/18/2019	ACWA-JPIA	\$9,082.71	Dental/Vision Insurance - July
25851	6/18/2019	Applied Technology Group, Inc.	\$1,013.70	Antenna
25852	6/18/2019	Ballinger, Michael	\$246.80	Productivity Enhancement Cert. Payout
25853	6/18/2019	Boutin Jones, Inc.	\$4,116.00	Attorney Fees - May
25854	6/18/2019	Brichetto, John	\$10.00	Grant of Easement- APN: 006-003-042
25855	6/18/2019	California State Disbursement Unit	\$377.99	Levy
25856	6/18/2019	Casey Moving Systems Records Management	\$96.00	Shredding - May
25857	6/18/2019	C & C Portables, Inc.	\$1,440.89	Portable Toilet Rental - June
25858	6/18/2019	Central Valley Pump, Inc.	\$275.00	ID No. 51 Pump No. One WR #002
25859	6/18/2019	Chicago Title Co.	\$79.82	Refund APN: 010-062-009
25860	6/18/2019	Chicago Title Co.	\$21.73	Refund APN: 064-032-020
25861	6/18/2019	Chicago Title Co.	\$125.25	Refund APN: 010-025-109
25862	6/18/2019	City of Oakdale - Utilities	\$412.71	Water/Sewer 4/16/19 - 5/15/19
25863	6/18/2019	Comcast Business	\$322.33	Office Phone Charges - June
25864	6/18/2019	Condor Earth Technologies, Inc.	\$32,973.25	Two-Mile Bar WR# 012, South Main WR# 018
25865	6/18/2019	CoreLogic Solutions, LLC	\$275.00	Real Quest - May
25866	6/18/2019	Devnalysis	\$60.00	Hosting - oidwaterresourcesplan.org, savethestan.org
25867	6/18/2019	Drill Tech Drilling & Shoring, Inc.	\$92,495.99	Two-Mile Bar WR #001
25868	6/18/2019	Fastenal Company	\$1,261.08	Angle Grinder
25869	6/18/2019	Franchise Tax Board	\$175.00	Levy
25870	6/18/2019	Frasco Profiles	\$77.75	Background Check
25871	6/18/2019	GGD Oakdale LLC	\$2,475.00	DSO Office Lease - June
25872	6/18/2019	Gilton Solid Waste Management, Inc.	\$296.83	Refuse Charges - May
25873	6/18/2019	Grainger	\$1,127.98	Coupler Body, Brass, DI-Electric Grease
25874	6/18/2019	Green Rubber-Kennedy Ag	\$743.05	Brass Hose Ferrule, ORB Steel, Male O'Ring
25875	6/18/2019	Grenzebach, David	\$467.12	Productivity Enhancement Cert. Payout
25876	6/18/2019	Grover Landscape Services, Inc.	\$510.00	Monthly Landscape Maintenance - May
25877	6/18/2019	Haidlen Ford	\$58,306.90	2019 1/2 Ton Full Size Reg Cab 2-Door, CRM Module
25878	6/18/2019	Hauskens-Simons, Josh	\$549.77	Productivity Enhancement Cert. Payout
25879	6/18/2019	Hixco	\$359.71	Cut Off Wheels, Liquid Concentrate Sqwincher Lite
25880	6/18/2019	Hotsy Pacific, Inc.	\$729.79	Power Shine
25881	6/18/2019	Hughson Farm Supply	\$105.18	STIHL Chain 3/8
25882	6/18/2019	Interstate Truck Center	\$638.68	Belt, Gasket, Pully, Fuel Filter Kit
25883	6/18/2019	Jones, Robert	\$60.00	Steel-Toe Boot Reimbursement
25884	6/18/2019	Kaiser Foundation Health Plan, Inc.	\$58,326.83	Health Insurance - July
25885	6/18/2019	Lertora, Richard	\$540.00	Productivity Enhancement Cert. Payout
25886	6/18/2019	Lowe's	\$514.50	Returned Pallets, Ready Mix
25887	6/18/2019	Mission Uniform Service	\$2,147.43	Uniform Service
25888	6/18/2019	Motor Parts Distributors, Inc.	\$215.70	O2 Sensor, Brake Cleaner, Carb Cleaner
25889	6/18/2019	Newegg Business, Inc.	\$148.26	Communication Data Converter Adapter

Accounts Payable
Check Register - July 2, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25890	6/18/2019	NorCal Kenworth	\$283.62	Control Switch Valve, Lube Filter
25891	6/18/2019	Northern Steel, Inc.	\$129,090.00	Rebar-Hirschfeld Drop #1, Rebar-Kearney Drop #1, 2, 3
25892	6/18/2019	Oakdale Automotive Repair & Tire	\$183.84	Valve Stem, Truck Mount, Tire Disposal Fee
25893	6/18/2019	Oakdale Auto Parts	\$492.56	FR Unit, Fuse Tap Circuit
25894	6/18/2019	Oakdale Golf & County Club, Inc.	\$778.01	Staff Team Building Lunch
25895	6/18/2019	Occu-Med, Ltd.	\$346.50	3rd Quarter Services 2019
25896	6/18/2019	Office Depot	\$377.26	Office Supplies
25897	6/18/2019	OID Improvement Districts	\$30,120.02	May 2019 Collections Reimbursement
25898	6/18/2019	O'Laughlin & Paris LLP	\$9,797.50	Attorney Fees - May
25899	6/18/2019	Ontel Security Services, Inc.	\$275.00	Security Monitoring - May
25900	6/18/2019	P G & E	\$54,277.60	Electricity
25901	6/18/2019	Pakmail	\$57.87	Shipping Charges
25902	6/18/2019	P & L Concrete Products, Inc.	\$494.01	Concrete
25903	6/18/2019	Portola Systems, Inc.	\$1,163.88	Microsoft Standard License
25904	6/18/2019	Ray Morgan Company	\$561.03	Copier Usage 2/22/19 - 5/23/19
25905	6/18/2019	Redwood Health Services	\$352.75	125 Cafeteria Plan & Cobra - July
25906	6/18/2019	Remote Site Products	\$700.82	Serial Device Servers
25907	6/18/2019	Rinker Materials	\$6,650.43	42" x 7.75' RCP Pipe, 30 Degree Elbow
25908	6/18/2019	Rubicon, Inc.	\$4,783.93	Loom Termination Board, PCB Metered Outler LTB
25909	6/18/2019	Samba Holdings, Inc.	\$160.00	Fleet Watch - May
25910	6/18/2019	SJFB Foundation for Ag Education	\$500.00	Annual Meeting Sponsorship
25911	6/18/2019	Special District Risk Management Authority	\$255,681.04	Workers Compensation - July 2019 - June 2020
25912	6/18/2019	Senix Corporation	\$1,655.62	Ultrasonic Distance Sensor
25913	6/18/2019	Sierra Control Systems, LLC	\$250.00	Annual Remote Access
25914	6/18/2019	Snap-on Industrial	\$4,300.56	Diagnostic Scanner
25915	6/18/2019	South San Joaquin Irrigation District	\$11,344.25	Attorney Fees - Tri-Dam March
25916	6/18/2019	Spray & Son Janitorial, Inc.	\$2,535.00	Monthly Janitorial Service - May
25917	6/18/2019	Streamline	\$400.00	Monthly Web Fee - May
25918	6/18/2019	Sutter Health Plus	\$37,722.25	Health Insurance - July
25919	6/18/2019	Tractor Supply Co.	\$140.88	Ford Bed Mat
25920	6/18/2019	Le Couve, Steve M. & Tisha D.	\$106.00	Refund APN: 010-025-106
25921	6/18/2019	Old Republic Title Company	\$5.12	Refund APN: 010-076-001
25922	6/18/2019	United Rentals Northwest, Inc.	\$3,749.42	Trench Box, Pipe Puller, Lifting Bridle
25923	6/18/2019	USA BlueBook	\$58.88	Acrylic Glass Tube
25924	6/18/2019	Verizon Wireless	\$2,729.35	Cimis Station/ Cell Phone Charges - May
25925	6/18/2019	Warden's Office Products	\$6,416.41	Office Equipment - CFO
25926	6/18/2019	W. H. Breshears, Inc.	\$7,630.90	Fuel
25927	6/18/2019	White Cap Construction Supply	\$8,191.00	60 Gallon Red Ink Cabinet, 45 Gallon Yellow Cabinet
25928	6/18/2019	Wienhoff Drug Testing, Inc.	\$1,020.00	Random Selection Drug Testing - April - May
25929	6/18/2019	Rain For Rent	\$7,332.47	Suction Hoses, Strainer, Bracket
25930	6/25/2019	Airgas USA, LLC	\$50.85	Nitrogen
25931	6/25/2019	Ayres, Michael	\$200.00	FFA Donation
25932	6/25/2019	Becker, Coleton	\$200.00	4-H Donation
25933	6/25/2019	Cooley, Matthew	\$100.00	4-H Donation

Accounts Payable
Check Register - July 2, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25934	6/25/2019	Jones, Lisa	\$600.00	4-H Donation
25935	6/25/2019	Lebsack, Maci	\$100.00	FFA Project Donation
25936	6/25/2019	McCrometer, Inc.	\$306.36	McMag 3000 Data Logger
25937	6/25/2019	Modesto Irrigation District	\$678.57	Electricity
25938	6/25/2019	Prins, Janine	\$100.00	FFA Project Donation
25939	6/25/2019	Struiksmas, Katelyn	\$100.00	FFA Project Donation
25940	6/25/2019	Swier, Austin	\$100.00	4-H Donation
25941	6/25/2019	Swier, Paige	\$100.00	4-H Donation
25942	7/2/2019	Hauselmann William & Mary U.	\$94.54	Refund APN: 014-021-003
25943	7/2/2019	Ace Hardware	\$162.11	Bolts, 24PK Tape, Door Closer, Extension Cord, Conduit
25944	7/2/2019	Acme Rigging & Supply Company	\$962.17	Alloy Swivel
25945	7/2/2019	Airgas USA, LLC	\$6,222.75	Acetylene Exchange, Nitrogen Bottle Exchange
25946	7/2/2019	Ayres, Michael	\$240.00	Health & Wellness Reimbursement - January - June
25947	7/2/2019	Bukhari, Kim	\$166.33	DOT/DER Training Expenses
25948	7/2/2019	Bumgardner Biological Consulting, Inc.	\$3,100.00	Kearney Lateral WR #009
25949	7/2/2019	California State Disbursement Unit	\$207.69	Levy
25950	7/2/2019	California State Disbursement Unit	\$170.30	Levy
25951	7/2/2019	Central Valley Ag Grinding, Inc.	\$372.00	Waste Disposal - May
25952	7/2/2019	Cisneros, Sharon	\$119.97	Health & Wellness Reimbursement - April - June
25953	7/2/2019	Coffee Break Service, Inc.	\$406.40	Coffee Service
25954	7/2/2019	Comcast	\$605.91	Analog Lines, T.V., Internet - June
25955	7/2/2019	Condor Earth Technologies, Inc.	\$5,065.00	South Main Canal WR #018
25956	7/2/2019	Conlin Supply Co., Inc.	\$2,584.74	2-7/8" Oilfield Pipe
25957	7/2/2019	Delta Truck Center	\$205.79	Air Filter
25958	7/2/2019	Dennis Wing Trucking	\$43,539.00	Haul Dirt
25959	7/2/2019	Ditch Witch West	\$18,147.20	Walk Behind Trencher w/ Trailer
25960	7/2/2019	Don's Mobile Glass, Inc.	\$310.00	Windshield Repair - #185
25961	7/2/2019	East Stanislaus Resource Conservation District	\$500.00	2019 Salmon Festival Sponsorship
25962	7/2/2019	Far West Laboratories, Inc.	\$420.00	Bac -T Tests
25963	7/2/2019	Fastenal Company	\$1,259.97	Batteries, Eyewear, Blades, Welding Gloves, T Rod
25964	7/2/2019	Franchise Tax Board	\$175.00	Levy
25965	7/2/2019	Freeman Designs	\$440.00	Plain Envelopes
25966	7/2/2019	George Reed, Inc.	\$755.40	Crushed Rock
25967	7/2/2019	Gilton Resource Recovery Transfer Facility, Inc.	\$327.06	Waste Disposal - May
25968	7/2/2019	Gilton Solid Waste Management, Inc.	\$560.50	Refuse Charges - May
25969	7/2/2019	Haidlen Ford	\$3,099.04	Condenser, Compressor, Caliper, Rotor
25970	7/2/2019	Hixco	\$464.28	Wire Cup Brush, Washers, Hex Nuts, Cap Screws
25971	7/2/2019	Ketchum Jr., Castle	\$27.03	Mileage Reimbursement
25972	7/2/2019	Mission Uniform Service	\$3,583.36	Uniform Service
25973	7/2/2019	Newegg Business, Inc.	\$30.37	DC Power Converter
25974	7/2/2019	NorCal Kenworth	\$67.96	Fuel Filter
25975	7/2/2019	North Coast Laboratories Ltd.	\$400.00	Aqueous Pesticide Water Samples
25976	7/2/2019	Oakdale Auto Parts	\$1,246.31	Tool Box
25977	7/2/2019	Oakdale Leader	\$30.00	Community Awareness - June

Accounts Payable
Check Register - July 2, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25978	7/2/2019	Operating Engineers Union Local No. 3	\$3,008.00	Union Dues
25979	7/2/2019	Pakmail	\$411.29	Shipping Charges
25980	7/2/2019	Pape Machinery - Power Plan	\$710.99	Adapter Fitting, Elbow Fitting
25981	7/2/2019	P & L Concrete Products, Inc.	\$351.50	Concrete
25982	7/2/2019	Prendergast, John	\$75.00	Settlement - Winter 2019
25983	7/2/2019	Fitzwater-Presley, Lori	\$61.00	DOT/DER Training Expenses
25984	7/2/2019	Principal Financial Group	\$899.74	Life Insurance - July
25985	7/2/2019	Silva, Tatyn	\$100.00	FFA Project Donation
25986	7/2/2019	South San Joaquin Irrigation District	\$2,044.03	Routine Joint Supply Maintenance - May
25987	7/2/2019	Sutter Employee Assistance Program	\$425.00	EAP - 2nd Quarter 2019
25988	7/2/2019	TP Express	\$150.00	Portable Toilet Rental - July
25990	7/2/2019	Tri-West Tractor Incorporated	\$280,197.41	Purchase 2 Excavators & Rentals
25991	7/2/2019	United Rentals Northwest, Inc.	\$4,855.20	Wacker 3" Trash Pump, MI-T-M Electric Washer
25992	7/2/2019	Walsh, John	\$96.00	Health & Wellness Reimbursement - May - June
25993	7/2/2019	W. H. Breshears, Inc.	\$12,036.21	Fuel
25994	7/2/2019	White Cap Construction Supply	<u>\$1,017.65</u>	Swellstop Roll, Tie Wire
			<u>\$1,277,513.12</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
July 2, 2019

Voided Check No. 25826

THE FOREGOING CLAIMS, NUMBERED 25845 Through 25994 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 4
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve OID Improvement District's Statement of Obligations

BACKGROUND AND DISCUSSION:

Check number 0111 for the reimbursement of Improvement District's May 2019 O & M expenses in the amount of \$20,287.11 is being submitted for Board approval.

FISCAL IMPACT: \$20,287.11

ATTACHMENTS:

- Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0111

DATE: 2-Jul-19		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	May O & M Expense	I.D. #	May O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	2,925.60		
19	45.78	45	2,302.57		Construction In Progress
20		46	5,546.99	I.D. #	
21		48		45	\$1,009.16
22	982.65	51	7,477.47	51	118.96
26		52			
29	(122.07)				
SUB-TOTAL	\$906.36	SUB-TOTAL	\$18,252.63	SUB-TOTAL	\$1,128.12
VOUCHER CHARGES					
Maintenance & Operations				\$19,158.99	
Capital Projects				\$1,128.12	
TOTAL AMOUNT				\$20,287.11	

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2019 - JULY 2, 2019**

CHECK

NO.	PAYABLE TO:	AMOUNT	DATE
0105	OAKDALE IRRIGATION DISTRICT	\$57,296.58	01/15/2019
0106	OAKDALE IRRIGATION DISTRICT	79,207.42	02/05/2019
0107	OAKDALE IRRIGATION DISTRICT	33,317.28	03/05/2019
0108	OAKDALE IRRIGATION DISTRICT	4,550.38	04/02/2019
0109	OAKDALE IRRIGATION DISTRICT	23,528.12	05/14/2019
0110	OAKDALE IRRIGATION DISTRICT	28,576.77	06/04/2019
0111	OAKDALE IRRIGATION DISTRICT	20,287.11	07/02/2019

THE FOREGOING CLAIM NUMBERED 0111 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDING MAY 31, 2019

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Three Months Ending May 31, 2019

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of May 31, 2019.

The Financial Statements demonstrate the income and expenditures for the District for the five months ending May 31, 2019.

As of May, the District realized 42.8% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 31.5% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

- Treasurer's Report
- Monthly Financial Report (*Unaudited*)

Board Motion:

Motion by: _____ **Second by:** _____

VOTE

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING MAY 31, 2019

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING MAY 31, 2019

PERIOD ENDING	5/31/2019	RATE	4/30/2019	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$166,559.67	2.449%	\$166,559.67	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	732,328.58		778,562.20	(46,233.62)
OVCB BUSINESS PLUS SAVINGS	2,777,518.03	.05%-.40%	1,854,344.08	923,173.95
UNION BANK OF CALIFORNIA	62,089,390.15	2.480%	61,955,842.82	133,547.33
<i>TOTAL TREASURY FUNDS</i>	<u>65,765,796.43</u>		<u>64,755,308.77</u>	1,010,487.66
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,537,269.39		1,550,654.90	(13,385.51)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,537,269.39</u>		<u>1,550,654.90</u>	(13,385.51)
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u><u>\$67,303,065.82</u></u>		<u><u>\$66,305,963.67</u></u>	<u>\$997,102.15</u>

**OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING
FOR THE PERIOD ENDING MAY 31, 2019**

DISTRICT CASH AND CASH EQUIVALENTS		5/31/2019	5/31/2018	NET CHANGE
Beginning Balance: 5/01/2019		\$64,755,308.77		
Receipts / Earnings / Transfers		2,428,027.94		
Expenditures / Transfers		(1,417,540.28)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	5/31/2019	\$65,765,796.43	\$68,613,843.02	(\$2,848,046.59)

GENERAL FUND

Beginning Balance: 5/01/2019 \$17,523,559.46

RECEIPTS / EARNINGS

Secretary's Receipts	\$1,010,546.33	
Net Investment Income	138,751.92	
Collection Receipts	1,271,964.32	
Transfer from Reserve Funds	6,765.37	
Total Receipts:	2,428,027.94	

EXPENDITURES

Accounts Payable	714,412.81	
Payroll	696,362.10	
Transfers to RWS Reserve Funds		
Total Expenditures:	(1,410,774.91)	

BALANCE ON HAND:	5/31/2019	\$18,540,812.49	\$16,508,379.35	\$2,032,433.14
-------------------------	------------------	------------------------	------------------------	-----------------------

CAPITAL REPLACEMENT / IMPROVEMENT RESERVE- \$18,000,000 - limit

Beginning Balance: 5/01/2019	\$18,000,000.00	
Transfer from General Fund	0.00	
Transfer to General Fund	0.00	

BALANCE ON HAND:	5/31/2019	\$18,000,000.00	\$18,000,000.00	\$0.00
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OPERATING RESERVE - \$6,000,000 max. limit

Beginning Balance: 5/01/2019	\$4,738,000.00	
Transfer from General Fund	0.00	
Transfer to General Fund	0.00	

BALANCE ON HAND:	5/31/2019	\$4,738,000.00	\$3,738,000.00	\$1,000,000.00
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RATE STABILIZATION RESERVE - \$4,500,000 max. limit

Beginning Balance: 5/01/2019	\$3,388,000.00	
Transfer from General Fund	0.00	
Transfer to General Fund	0.00	

BALANCE ON HAND:		\$3,388,000.00	\$2,388,000.00	\$1,000,000.00
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING
FOR THE PERIOD ENDING MAY 31, 2019

DISTRICT TREASURY FUNDS - *continued* 5/31/2019 5/31/2018 NET CHANGE

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit

Beginning Balance: 5/01/2019	\$504,296.71		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 5/31/2019	\$504,296.71	\$492,365.71	\$11,931.00

MAIN CANAL / TUNNEL IMPROVEMENT RESERVE

Beginning Balance: 5/01/2019	\$5,515,767.29		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 5/31/2019	\$5,515,767.29	\$20,064,000.00	(\$14,548,232.71)

BUILDING AND FACILITIES REPLACEMENT RESERVE

Beginning Balance: 5/01/2019	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 5/31/2019	\$3,075,000.00	\$475,000.00	\$2,600,000.00

RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit

Beginning Balance: 5/01/2019	\$831,601.31		
Transfer from General Fund	0.00		
Transfer to General Fund	(6,765.37)		
BALANCE ON HAND: 5/31/2019	\$824,835.94	\$769,013.96	\$55,821.98

EMPLOYEE COMPENSATED ABSENCES TRUST FUND

Beginning Balance: 5/01/2019	\$179,084.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 5/31/2019	\$179,084.00	\$179,084.00	\$0.00

DEBT RESERVE FUND

Beginning Balance: 5/01/2019	11,000,000.00		
Transfer from General Fund	0.00		
Expenditures	0.00		
BALANCE ON HAND:	11,000,000.00	6,000,000.00	5,000,000.00

OAKDALE IRRIGATION DISTRICT
 FOR THE PERIOD ENDING
 FOR THE PERIOD ENDING MAY 31, 2019

RESTRICTED FUNDS		5/31/2019	5/31/2018	NET CHANGE
<u>IMPROVEMENT DISTRICT'S FUNDS</u>				
Beginning Balance: 5/01/2019		\$1,550,654.90		
Receipts		10,142.61		
Expenditures		(23,528.12)		
BALANCE ON HAND:	5/31/2019	\$1,537,269.39	\$1,449,584.79	\$87,684.60

FILED: June 24, 2019

STATE OF CALIFORNIA / COUNTY OF STANISLAUS



CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
05/13/19	2.45	2.45	177
05/14/19	2.45	2.45	176
05/15/19	2.45	2.45	178
05/16/19	2.45	2.45	179
05/17/19	2.45	2.45	179
05/18/19	2.45	2.45	179
05/19/19	2.45	2.45	179
05/20/19	2.45	2.45	176
05/21/19	2.45	2.45	175
05/22/19	2.45	2.45	174
05/23/19	2.45	2.45	174
05/24/19	2.45	2.45	176
05/25/19	2.45	2.45	176
05/26/19	2.45	2.45	176
05/27/19	2.45	2.45	176
05/28/19	2.45	2.45	172
05/29/19	2.45	2.45	174
05/30/19	2.45	2.45	174
05/31/19	2.45	2.45	180
06/01/19	2.45	2.45	180
06/02/19	2.45	2.45	180
06/03/19	2.45	2.45	177
06/04/19	2.45	2.45	177
06/05/19	2.45	2.45	176
06/06/19	2.45	2.45	176
06/07/19	2.45	2.45	175
06/08/19	2.45	2.45	175
06/09/19	2.45	2.45	175
06/10/19	2.45	2.45	172
06/11/19	2.45	2.45	171
06/12/19	2.44	2.45	172

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

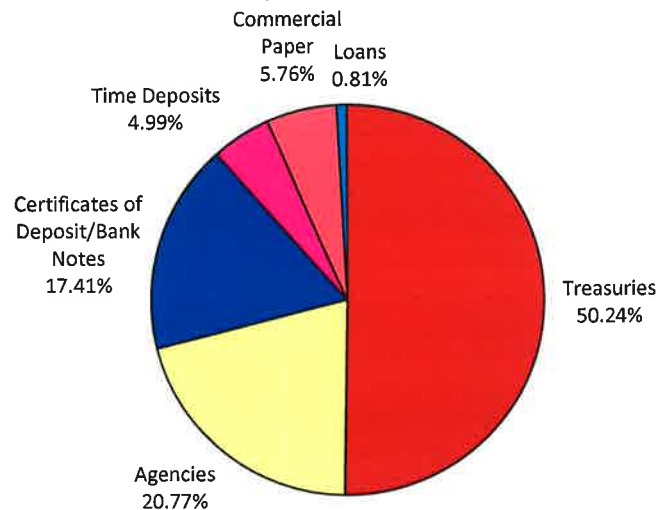
Quarter Ending 03/31/19

Apportionment Rate: 2.55
 Earnings Ratio: 0.00006976322349099
 Fair Value Factor: 1.000146954
 Daily: 2.44%
 Quarter to Date: 2.39%
 Average Life: 179

PMIA Average Monthly Effective Yields

May 2019 2.449
 Apr 2019 2.445
 Mar 2019 2.436

Pooled Money Investment Account Portfolio Composition 05/31/19 \$95.3 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 06/12/2019

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 04, 2019

OAKDALE IRRIGATION DISTRICT

TREASURER
1205 EAST "F" STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	166,559.67
Total Withdrawal:	0.00	Ending Balance:	166,559.67



GLOBAL CUSTODY SERVICES
350 CALIFORNIA STREET, H-17002
SAN FRANCISCO, CA 94104

----- manifest line -----

OAKDALE IRRIGATION DISTRICT
KATHY COOK
1205 EAST 'F' STREET
OAKDALE, CA 95361



Account Statement

Statement Period

May 1, 2019 through May 31, 2019

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Investment Manager

Online Access

unionbank.com/trustandcustody

Contents

Overview of Total Account Value
Principal Portfolio Summary
Unrealized Gain/Loss Summary
Cash Transactions Summary
Asset Detail
Bond Maturity Summary
Transaction Detail

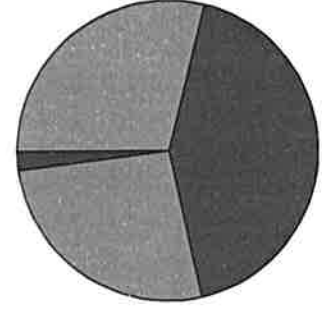
Overview of Total Account Value

Closing Value on 12/31/2018	\$62,603,187.52
Opening Value on 05/01/2019	\$62,167,868.82
Closing Value on 05/31/2019	\$62,349,497.30
Net Change For Period	\$181,628.48

Overview of Account by Investment Category

Your Current Portfolio Mix

The primary goal of the Liquidity Management objective is to seek a dependable income stream bearing little or no market risk over the long-term. The major portion of the assets will be cash related. Fixed income securities can be utilized to provide a stable income stream. No Equity securities should be utilized.



% of Total Account	Market Value	Description
29.00%	18,081,687.70	Cash & Cash Equivalents
42.60%	26,561,378.95	Government Obligations
26.35%	16,431,218.45	Corporate Obligations
2.05%	1,275,212.20	Non-US Securities
100.00%	\$62,349,497.30	Total Account Value



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

May 1, 2019 through May 31, 2019

Principal Portfolio Summary

Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	18,081,687.70	29.00%	2.55%
Government Obligations	26,561,378.95	42.60%	2.42%
Corporate Obligations	16,431,218.45	26.35%	2.59%
Non-US Securities	1,275,212.20	2.05%	1.50%
Total Principal Portfolio	\$62,349,497.30	100.00%	2.48%

Unrealized Gain/Loss Summary

Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	17,993,269.35	18,081,687.70	88,418.35
Government Obligations	26,506,664.05	26,561,378.95	54,714.90
Corporate Obligations	16,331,484.05	16,431,218.45	99,734.40
Non-US Securities	1,257,972.70	1,275,212.20	17,239.50
Total Gain/Loss	\$62,089,390.15	\$62,349,497.30	\$260,107.15

Cash Transactions Summary

	Principal Cash
Receipts	
Dividend	11,835.84
Interest	121,711.49
Sales	17,031,338.48
Maturities/Redemptions	22,479,508.99
Total Receipts	\$39,644,394.80
Disbursements	
Purchases	(39,644,394.80)
Total Disbursements	(\$39,644,394.80)
Total Net Transactions	\$0.00



Account Name

OAKDALE IRRIGATION DIST

May 1, 2019 through May 31, 2019

Cash & Cash Equivalents

3 / 11

WAL MART STORES INC
DISC COMPL PAPER
DTD 3/12/1963/19

[illegible]



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

May 1, 2019 through May 31, 2019

Asset Detail - Principal Portfolio (continued)

Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Disc Comm'l Paper/Bnker Acpt								
NEW YORK LIFE CAP CORP DISC COM1 PAPER DTD 5/01/2019 7/30/2019	64951XUW0	1,400,000.0000	1,391,451.06	1,394,526.00	99.6090 05/31/2019	2.24%	2.49%	34,670.70
NESTLE CAPITAL CORPORATION DISC COM1 PAPER DTD 2/5/19 9/4/19	64105HW40	2,400,000.0000	2,370,102.08	2,384,568.00	99.3570 05/31/2019	3.82%	2.59%	61,806.67
THE DISNEY WALT CO DISC COM1 PAPER DTD 5/23/19 9/25/19	2546R3WR1	1,400,000.0000	1,388,040.89	1,388,968.00	99.2120 05/31/2019	2.23%	2.51%	34,920.60
Total Cash & Cash Equivalents			\$17,993,269.35	\$18,081,687.70		29.00%	2.55%	\$460,927.72

Government Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
US Govt Agency - Discount								
FEDL HOME LOAN BK CONS DISC 0.00000% 6/7/2019	313384GP8	3,630,000.0000	3,607,840.36	3,629,056.20	99.9740 05/31/2019	5.82%	2.45%	88,882.07
FEDL HOME LOAN BK CONS DISC 0.00000% 7/19/2019	313384JH3	3,150,000.0000	3,131,902.38	3,140,581.50	99.7010 05/31/2019	5.04%	2.45%	76,809.67
FEDL HOME LOAN BK CONS DISC 0.00000% 9/23/2019	313384MB2	6,500,000.0000	6,444,798.75	6,452,485.00	99.2690 05/31/2019	10.35%	2.42%	156,189.58
FEDL HOME LOAN BK CONS DISC 0.00000% 10/18/2019	313384NC9	6,300,000.0000	6,230,700.00	6,243,930.00	99.1100 05/31/2019	10.01%	2.46%	153,300.00



Account Number

Account Statement

Account Name

Statement Period

OAKDALE IRRIGATION DIST

May 1, 2019 through May 31, 2019

Asset Detail - Principal Portfolio (continued)

Government Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
US Govt Agency - Discount								
FEDL HOME LOAN BK CONS DISC 0.0000%	313384PM5	4,175,000.0000	4,127,033.89	4,128,866.25	98.8950 05/31/2019	6.62%	2.36%	97,264.61
FEDL HOME LOAN BK CONS DISC 0.0000%	313384PP8	3,000,000.0000	2,964,388.67	2,966,460.00	98.8820 05/31/2019	4.76%	2.41%	71,418.33
Total Government Obligations			\$26,506,664.05	\$26,561,378.95		42.60%	2.42%	\$643,864.26

Corporate Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Corporate Bonds								
CATERPILLAR FINANCIAL SERVICE DTD 11/29/2017 2.00% 11/29/2019	14913QZF5	2,600,000.0000	2,573,532.00	2,594,930.00	99.8050 05/31/2019	4.16%	2.00%	52,000.00
WELLS FARGO BANK NT 2.400% 01/15/2020	94988J5L7	2,500,000.0000	2,478,475.00	2,497,600.00	99.9040 05/31/2019	4.01%	2.40%	60,000.00
CITIBANK NA 2.100% 06/12/2020	17325FAE8	2,000,000.0000	1,963,640.00	1,990,780.00	99.5390 05/31/2019	3.19%	2.11%	42,000.00
CISCO SYS INC SR NOTES DTD 06/17/2015 2.45% 06/15/2020	17275RAX0	1,850,000.0000	1,847,532.10	1,849,630.00	99.9800 05/31/2019	2.97%	2.45%	45,325.00
BANK NEW YORK MTN BK ENT 2.6000% 8/17/2020	06406HDD8	2,500,000.0000	2,498,925.00	2,504,475.00	100.1790 05/31/2019	4.02%	2.60%	65,000.00
JP MORGAN CHASE & CO NOTE 4.250% 10/15/2020	46625HHU7	2,600,000.0000	2,651,324.00	2,659,098.00	102.2730 05/31/2019	4.26%	4.16%	110,500.00



Account Number

Account Statement

Account Name

Statement Period

OAKDALE IRRIGATION DIST

May 1, 2019 through May 31, 2019

Asset Detail - Principal Portfolio (continued)

Corporate Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Corporate Bonds								
BANK OF AMERICA CORP 2.151% 11/09/2020	06051GGB9	2,345,000.0000	2,318,055.95	2,334,705.45	99.5610 05/31/2019	3.74%	2.16%	50,440.95
Total Corporate Obligations			\$16,331,484.05	\$16,431,218.45		26.35%	2.59%	\$425,265.95

Non-US Securities

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Non - US Corporate Bonds								
BANK OF MONTREAL 1.5000% 7/18/2019	06367THQ6	1,277,000.0000	1,257,972.70	1,275,212.20	99.8600 05/31/2019	2.05%	1.50%	19,155.00
Total Non-US Securities			\$1,257,972.70	\$1,275,212.20		2.05%	1.50%	\$19,155.00
Total Principal Portfolio			\$62,089,390.15	\$62,349,497.30		100.00%	2.48%	\$1,549,212.93
Total Account Values			\$62,089,390.15	\$62,349,497.30		100.00%	2.48%	\$1,549,212.93



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

May 1, 2019 through May 31, 2019

Bond Maturity Summary

Date	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2019		46,132,000.000	45,702,570.15	45,884,340.90	76.83%
2020		13,795,000.000	13,757,952.05	13,836,288.45	23.17%
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	59,927,000.000	\$59,460,522.20	\$59,720,629.35	100.00%

Transaction Detail

Date	Beginning Balance	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
05/01/19		Purchases	PURCHASED 11,835.84 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/01/19	31617510S	\$0.00 (11,835.84)	\$61,955,842.82 11,835.84
05/01/19		Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 4/1/19 TO 4/30/19	31617510S	11,835.84	
05/01/19		Maturities/Redemptions	MATURED 1,750,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 5/01/19 TRADE DATE 05/01/19 1,750,000 PAR VALUE AT 100 %	313384FA2	1,744,696.67	(1,744,696.67)



Account Number

Account Name

OAKDALE IRRIGATION DIST

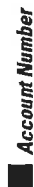
Account Statement

Statement Period

May 1, 2019 through May 31, 2019

Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
05/01/19	Interest CASH RECEIPT OF INTEREST EARNED ON FEDL HOME LOAN BK CONS DISC 5/01/19 0/\$1 PV ON 1,750,000 PAR VALUE DUE 5/1/2019 1,750,000 PAR VALUE AT 100 %	313384FAZ	5,303.33	
05/01/19	Purchases PURCHASED 1,750,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/01/19	31617510S	(1,750,000.00)	1,750,000.00
05/02/19	Purchases PURCHASED 1,400,000 PAR VALUE OF NY LF CAP CORP DC/P 7/30/19 TRADE DATE 05/01/19 PURCHASED THROUGH GOLDMAN SACHS (NY) 1,400,000 PAR VALUE AT 99.38936143 %	64951XUW0	(1,391,451.06)	1,391,451.06
05/02/19	Sales SOLD 1,391,451.06 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/02/19	31617510S	1,391,451.06	(1,391,451.06)
05/03/19	Maturities/Redemptions MATURED 5,900,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 5/03/19 TRADE DATE 05/03/19 5,900,000 PAR VALUE AT 100 %	313384FC8	5,895,664.32	(5,895,664.32)
05/03/19	Interest CASH RECEIPT OF INTEREST EARNED ON FEDL HOME LOAN BK CONS DISC 5/03/19 0/\$1 PV ON 5,900,000 PAR VALUE DUE 5/3/2019 5,900,000 PAR VALUE AT 100 %	313384FC8	4,335.68	
05/03/19	Purchases PURCHASED 5,900,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/03/19	31617510S	(5,900,000.00)	5,900,000.00
05/06/19	Sales SOLD 6,230,700 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/06/19	31617510S	6,230,700.00	(6,230,700.00)



Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

May 1, 2019 through May 31, 2019

Transaction Detail (continued)

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Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

May 1, 2019 through May 31, 2019

Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
05/23/19	Maturities/Redemptions MATURED 1,400,000 PAR VALUE OF GEN DYNAMICS CORP DC/P 5/23/19 TRADE DATE 05/23/19 1,400,000 PAR VALUE AT 100 %	36955ESP4	1,395,982.00	(1,395,982.00)
05/23/19	Interest CASH RECEIPT OF INTEREST EARNED ON GEN DYNAMICS CORP DC/P 5/23/19 0/\$1 PV ON 1,400,000 PAR VALUE DUE 5/23/2019 1,400,000 PAR VALUE AT 100 %	36955ESP4	4,018.00	
05/23/19	Purchases PURCHASED 1,400,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/23/19	31617510S	(1,400,000.00)	1,400,000.00
05/24/19	Sales SOLD 2,964,388.67 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/24/19	31617510S	2,964,388.67	(2,964,388.67)
05/24/19	Purchases PURCHASED 1,400,000 PAR VALUE OF DISNEY WALT CO DC/P 9/25/19 TRADE DATE 05/23/19 PURCHASED THROUGH GOLDMAN SACHS (NY) 1,400,000 PAR VALUE AT 99.14577786 %	2546R3WR1	(1,388,040.89)	1,388,040.89
05/24/19	Maturities/Redemptions MATURED 2,825,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 5/24/19 TRADE DATE 05/24/19 2,825,000 PAR VALUE AT 100 %	313384FZ7	2,808,634.62	(2,808,634.62)
05/24/19	Interest CASH RECEIPT OF INTEREST EARNED ON FEDL HOME LOAN BK CONS DISC 5/24/19 0/\$1 PV ON 2,825,000 PAR VALUE DUE 5/24/2019 2,825,000 PAR VALUE AT 100 %	313384FZ7	16,365.38	
05/24/19	Purchases PURCHASED 1,436,959.11 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/24/19	31617510S	(1,436,959.11)	1,436,959.11



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

May 1, 2019 through May 31, 2019

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
05/24/19	Purchases	PURCHASED 3,000,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 11/22/19 TRADE DATE 05/24/19 PURCHASED THROUGH DEUTSCHE BANKC ALEX BROWN INC 3,000,000 PAR VALUE AT 98.81295567 %	313384PP8	(2,964,388.67)	2,964,388.67
05/28/19	Purchases	PURCHASED 4,175,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 11/20/19 TRADE DATE 05/24/19 PURCHASED THROUGH MIZUHO 4,175,000 PAR VALUE AT 98.85111114 %	313384PM5	(4,127,033.89)	4,127,033.89
05/28/19	Maturities/Redemptions	MATURED 4,175,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 5/28/19 TRADE DATE 05/28/19 4,175,000 PAR VALUE AT 100 %	313384GD5	4,145,373.74	(4,145,373.74)
05/28/19	Interest	CASH RECEIPT OF INTEREST EARNED ON FEDL HOME LOAN BK CONS DISC 5/28/19 0/\$1 PV ON 4,175,000 PAR VALUE DUE 5/28/2019 4,175,000 PAR VALUE AT 100 %	313384GD5	29,626.26	
05/28/19	Purchases	PURCHASED 47,966.11 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/28/19	31617510S	(47,966.11)	47,966.11
05/29/19	Interest	CASH RECEIPT OF INTEREST EARNED ON CATERPILLAR FINL BD 2.000% 11/29/19 0.01/\$1 PV ON 2,600,000 PAR VALUE DUE 5/29/2019	1491302F5	26,000.00	
05/29/19	Purchases	PURCHASED 26,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 05/29/19	31617510S	(26,000.00)	26,000.00
Net Activity				\$0.00	\$133,547.33
Ending Balance				\$0.00	\$62,089,390.15

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp

June 04, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #22
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	40,537.38
Total Withdrawal:	0.00	Ending Balance:	40,537.38

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 04, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #41
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	175,324.15
Total Withdrawal:	0.00	Ending Balance:	175,324.15

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 04, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #45
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	228,022.74
Total Withdrawal:	0.00	Ending Balance:	228,022.74

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 04, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #46
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	336,460.22
Total Withdrawal:	0.00	Ending Balance:	336,460.22

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 04, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #51
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	365,849.81
Total Withdrawal:	0.00	Ending Balance:	365,849.81

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 04, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #52
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	55,738.89
Total Withdrawal:	0.00	Ending Balance:	55,738.89

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

May 31, 2019

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT
May 31, 2019



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OAKDALE IRRIGATION DISTRICT

STATEMENT OF NET POSITION



	For the month ending May 31, 2019		
	2019	2018	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 3,677,156	\$ 3,332,324	\$ 344,832
Restricted Cash and cash equivalents	1,537,269	1,449,585	87,685
Investments	62,089,390	65,281,611	(3,192,221)
Receivables			
Accrued Interest	146,560		
Annexation fees	859,906	834,861	25,046
Agricultural water fees	(1,784)	117,737	(119,521)
Property Taxes Receivable	-		
Due from other governmental agencies	1,587,976	2,477	1,585,500
Miscellaneous	2,334	166,995	(164,661)
Domestic water fees	8,276	10,100	(1,823)
Inventory of materials and supplies	654,506	691,097	(36,591)
Prepaid expenses	106,336	108,384	(2,048)
Due from Improvement Districts	43,078	8,368	34,710
Total current assets	70,711,005	72,003,537	(1,439,092)
Noncurrent assets:			
Accounts receivable - delinquencies	1,151	1,563	(412)
Due from other governmental agencies-Prop 1A	101,475	101,475	-
Annexation fees receivable	14,107,249	14,967,156	(859,906)
Investments in Tri-Dam Project	40,167,235	44,976,430	(4,809,195)
Capital assets:			
Not being depreciated	28,601,661	17,653,595	10,948,066
Being depreciated, net	77,000,638	74,838,939	2,161,699
Total noncurrent assets	159,979,409	152,539,158	7,440,253
Total assets	230,690,414	224,542,695	6,001,160
Deferred outflows of resources			
Pensions	667,856	1,251,260	(583,404)
Bonds	3,275,706	3,439,491	(163,785)
Total deferred outflows of resources	3,943,562	4,690,751	(747,189)
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	234,633,976	229,233,446	5,253,971
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	1,558,314	1,737,753	(179,439)
Due to other governmental agencies	-	17,210	(17,210)
Accrued salaries, wages and related benefits	1,015,501	962,399	53,102
Unearned revenue	-	(2,524)	2,524
Deposits payable	160,301	79,934	80,367
Due to Improvement Districts	175	20,091	(19,916)
Claims payable	4,800	2,800	2,000
Interest expense payable	-	-	-
Improvement Districts' deposits payable from restricted assets	(3,078)	-	(3,078)
Long-term liabilities, due within one-year	795,000	765,000	30,000
Total current liabilities	3,531,013	3,582,663	(51,650)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	26,987,444	27,945,817	(958,372)
Pensions	3,986,214	4,092,625	(106,411)
Total noncurrent liabilities	30,973,658	32,038,442	(1,064,783)
TOTAL LIABILITIES	34,504,671	35,621,105	(1,116,434)
DEFERRED INFLOWS OF RESOURCES			
Pensions	33,849	460,188	(426,339)
Total deferred inflows of resources	33,849	460,188	(426,339)
Net Position			
Net investment in capital assets	78,056,888	61,645,616	16,411,272
Restricted	1,540,348	1,449,585	90,763
Unrestricted	120,498,220	130,056,952	(9,558,732)
TOTAL NET POSITION	\$ 200,095,456	\$ 193,152,153	\$ 6,943,303

OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended May 31, 2019



	Current Month	YTD Actual	2019 Budget	Budget Remaining	% of 2019 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ 12,390	\$ 2,007,742	\$ 1,992,000	\$ (15,742)	-1%
Water sales	62,542	173,974	6,726,400	6,552,426	97%
Domestic water delivery fee	33,800	65,758	248,000	182,242	73%
Improvement District Fees	3,918	13,447	60,500	47,053	78%
Other water related revenues	846	70,065	43,300	(26,765)	0%
Total operating revenues	113,496	2,330,986	9,070,200	6,739,214	74%
Operating expenses:					
Operation and maintenance	506,799	1,433,518	6,030,400	4,596,882	76%
Water operations	542,530	973,264	2,863,600	1,890,336	66%
General and administrative	69,508	1,614,277	4,835,300	3,221,023	67%
Depreciation / amortization	224,707	1,094,540	2,600,000	1,505,460	58%
Total operating expenses	1,343,544	5,115,600	16,329,300	11,213,701	69%
Operating Income (loss)	(1,230,048)	(2,784,614)	(7,259,100)	(4,474,487)	62%
Nonoperating revenues (expenses):					
County property tax appropriations	1,000,409	1,758,488	2,550,000	791,512	31%
Interest earned	138,840	439,800	1,540,000	1,100,200	71%
Gain (loss) sale of assets	-	(199,203)	-	-	0%
Debt service interest	-	(88,556)	(1,055,500)	(966,944)	92%
Tri-Dam Project distributions	-	3,192,000	11,500,000	8,308,000	72%
Tri-Dam Power Authority distributions	-	2,434,000	2,000,000	(434,000)	-22%
Other non-operating revenue	500	2,500	15,600		
Total non-operating rev. (exp.)	1,139,749	7,539,029	16,550,100	8,798,768	54%
	(90,299)	4,754,415	9,291,000	4,324,282	49%
Capital contributions	1,462,378	1,462,378	1,472,800	10,422	0%
Change in net position	\$ 1,372,079	\$ 6,216,793	\$ 10,763,800	\$ 4,334,704	42%
Capital expenditures & debt obligations	\$ 781,800	\$ 4,114,241	\$ 12,189,700	\$ 8,075,459	66%

OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended May 31, 2019



	Current Month	YTD Actual	2019 Budget	Budget Remaining	% of 2019 Budget Remaining
OPERATING REVENUES					
Agricultural water service fees					
Tier 1	12,390	\$ 1,778,171	\$ 1,760,000	\$ (18,171)	0%
Tier 2	-	229,571	232,000	2,429	1%
Water sales					
Tier 1	42	(299)	566,800	567,099	100%
Tier 2	-	-	759,600	759,600	100%
Local out-of-district	-	111,773	400,000	288,227	0%
Out-of-district	62,500	62,500	5,000,000	4,937,500	0%
Domestic water sales	33,800	65,758	248,000	182,242	73%
Improvement District fees	3,918	13,447	60,500	47,053	78%
Miscellaneous revenues	-	-	-	-	
Service Charges & Penalties	846	70,065	43,300	(26,765)	0%
Total Operating Revenue	113,496	2,330,986	9,070,200	6,739,214	74%
NONOPERATING REVENUES					
County property tax appropriations	1,000,409	1,758,488	2,550,000	791,512	31%
Investment earnings					
Investment earnings	138,752	439,279	1,095,000	655,721	60%
Other Interest income	88	521	445,000	444,479	100%
Gain (loss) sale of assets	-	(199,203)	-	199,203	0%
Tri-Dam Project distributions	-	3,192,000	11,500,000	8,308,000	72%
Tri-Dam Power Authority distributions	-	2,434,000	2,000,000	(434,000)	-22%
District rental properties	500	2,500	15,600	13,600	84%
Total Nonoperating Revenues	1,139,749	7,627,585	17,605,600	9,978,515	57%
Capital Contributions	1,462,378	1,462,378	-	(1,462,378)	0%
TOTAL REVENUES	\$ 2,715,623	\$ 11,420,949	\$ 26,675,800	\$ 15,255,351	57%

OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended May 31, 2019



	Current Month	YTD Actual	2019 Budget	Budget Remaining	% of 2019 Budget Remaining
OPERATING EXPENSES					
MAINTENANCE					
SSJID Main Supply Diversion Works	\$ -	\$ 36,449	\$ 40,000	\$ 3,551	9%
North Main Canal Maintenance	3,637	36,095	489,700	453,606	93%
South Main Canal Maintenance	27,227	44,367	389,400	345,033	89%
Irrigation Water Lateral Maint-North Side	182,454	425,746	1,951,900	1,526,154	78%
Irrigation Water Lateral Maint - South Side	122,362	373,645	1,580,800	1,207,155	76%
Pumping Plant Operations and Maintenance	62,900	93,321	426,900	333,579	78%
Drainage System Maintenance	7,695	39,012	317,900	278,888	88%
Building and Grounds Maintenance	36,459	134,404	270,500	136,096	50%
Vehicle and Equipment Maintenance	64,064	250,480	563,300	312,820	56%
TOTAL MAINTENANCE	506,799	1,433,518	6,030,400	4,596,882	76%
WATER OPERATIONS					
Domestic Water System Maintenance	31,071	97,575	290,900	193,325	66%
Irrigation Water Operations - North Division	260,772	437,445	1,248,200	810,755	65%
Irrigation Water Operations - South Division	247,220	422,445	1,248,100	825,655	66%
Drainage Water Operations	-	11,100	18,600	7,500	40%
Water Measurement Management	3,467	4,699	57,800	53,101	92%
TOTAL WATER OPERATIONS	542,530	973,264	2,863,600	1,890,336	66%
GENERAL, ADMINISTRATION, AND DEPRECIATION					
General and Administration	69,508	1,614,277	4,835,300	3,221,023	67%
Depreciation and Amortization	224,707	1,094,540	2,600,000	1,505,460	58%
TOTAL GENERAL, ADMINISTRATION, AND DEPR.	294,215	2,708,817	7,435,300	4,726,483	64%
TOTAL OPERATING EXPENSES	1,343,544	5,115,599	16,329,300	11,213,701	69%
NONOPERATING EXPENSES					
Interest expense	-	88,556	1,055,500	966,944	92%
TOTAL NONOPERATING EXPENSES	-	88,556	1,055,500	966,944	92%
TOTAL OPERATING AND NONOPERATING EXPENSES	\$ 1,343,544	\$ 5,204,155	\$ 17,384,800	\$ 12,180,644	70%

OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended May 31, 2019



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2019 YTD ACTUAL	2019 BUDGET
00-000-15200-00	Capital Work	Capital construction projects as per WRP (baseline CIP)	125,683	\$ 2,100,000
		Capital construction projects as per WRP (modernization)	2,955,390	3,000,000
		Two-Mile Bar Tunnel	460,063	1,500,000
		South Main Canal - Segment Four	43,255	3,000,000
00-000-15150-00	Ag Pumping Plants	Major repairs	-	50,000
00-000-15174-00	Joint Main Canal	Stabilization project (OID 28%)	-	168,000
00-000-15181-00	Backhoes / Heavy Eq.	Kobelco SK210 54" cleaning bucket	-	5,500
		Demolition hammer excavator attachment	-	54,500
		Pump, portable 6" (Approved in 2018 Budget Adopted 12/5/17)	68,655	-
		Compact Excavator	-	81,500
		Dozer	-	175,000
		Kobelco SK140 Excavator w/attachments	-	206,000
		Knuckle Boom Truck	-	250,000
		Motor Grader (Approved in 2018 Budget Adopted 12/5/17)	330,696	-
00-000-15183-00	Miscellaneous Construction	Trash pump, 2"	1,122	1,700
		Trash pump, 3"	-	2,000
		Cut-off saw (2)	-	2,200
		Welder/generator, gas	-	6,400
		Skidsteer auger drive unit	-	6,500
		Pressure washer, electric	-	6,500
		Flammable storage cabinets (7)	6,365	7,900
		Skidsteer post driver	-	8,000
		Generator, 5.6 KW with electric start (3)	6,933	8,100
		Air compressor, 175 PSI with electric start (3)	5,576	9,000
		Walk-behind heavy duty trencher w/trailer	-	21,800
00-000-15184-00	Autos/Pickups/Trucks/Trailers	Electric/hydraulic truck mounted crane	-	16,000
		Tilt-bed trailer	14,995	17,000
		Auxiliary diesel powered engine assembly (truck #26)	-	17,500
		1/2-ton pickup for DSOs	26,070	28,500
		1/2-ton 4 wheel drive pickup for DSOs	29,598	32,000
		1-ton utility service truck	-	45,500
		3/4-ton 4 wheel drive pickup (2)	-	81,000
		2-ton service truck for auto/welding shop (diesel)	-	130,000
00-000-15185-00	Shop/Warehouse/ Yard Buildings	HVAC Replacement DSO Office	16,155	-
00-000-15186-00	Shop/Warehouse/ Yard Equipment	Diagnostic scanner for class 1-5 vehicles	2,154	3,800
		Diagnostic scanner for class 6-8 vehicles	4,301	4,300
00-000-15187-00	Office and Engineering	Ergonomic Workstation Furniture CFO	6,416	6,500
		Firewall network security device	-	8,000
		Computer workstations	10,814	14,000
		Finance software upgrade	-	30,000
00-000-15188-00	Office Building/Yard	Backup power generator for network servers	-	35,000
		Boardroom audio/visual system	-	55,000
00-000-15189-00	Office and Yard -Prop.	Headquarter project design	-	200,000
TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES			4,114,241	11,394,700
00-000-22320-00	Current - COP Debt	Principal payment of Series 2016 COP	-	795,000
TOTAL CAPITAL AND DEBT EXPENDITURES			4,114,241	\$ 12,189,700

FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 6
APN: N/A

SUBJECT: APPROVE THE SELECTION OF THE THREE (3) CANDIDATES FOR SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S (SDRMA's) BOARD OF DIRECTORS ELECTION

RECOMMENDED ACTION: Approve the Staff's Selection of the Three (3) Candidates for SDRMA's Board of Directors

BACKGROUND AND/OR HISTORY:

Staff has reviewed the Candidates Statement of Qualification of the nominees for the three (3) seats on the SDRMA's Board of Directors and has selected the following candidates as the most qualified.

<u>Candidate</u>	<u>District/Agency</u>	<u>Position</u>
Bob Swan (Incumbent)	Groveland Community Services District	Board Member
Patrick O'Rourke	Redwood Region Economic Development Comm.	Board Member
Sandy Seifer-Reffelson (Incumbent)	Herlong Public Utility District	Finance Manager/ Treasurer

The above candidates' statements of qualifications are attached.

FISCAL IMPACT: None

ATTACHMENTS:

- SDRMA'S Board of Directors Election Ballot Information and Candidates' Statement of Qualifications.
 - Staff's Recommendation Memo
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2019 BOARD OF DIRECTORS ELECTION

Received

MAY 20 2019

Oakdale ID

OFFICIAL ELECTION BALLOT ENCLOSED

This is an official election packet that contains items that require ACTION by your Agency's governing body for the selection of up to three (3) candidates to the SDRMA Board of Directors.

ELECTION PACKET ENCLOSURES

- ☐ Election Ballot Instructions
- ☐ Official Election Ballot (Action Required)
- ☐ Candidate's Statements of Qualifications (5)
- ☐ Self-addressed, Stamped Envelope



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

1112 I Street, Suite 300 *
Sacramento, California 95814-2865
T 916.231.4141 or 800.537.7790 * F 916.231.4111

Maximizing Protection. Minimizing Risk. * www.sdrma.org

SDRMA'S BOARD OF DIRECTORS ELECTION BALLOT INSTRUCTIONS

Notification of nominations for three (3) seats on the Special District Risk Management Authority's (SDRMA's) Board of Directors was mailed to the membership in January 2019.

On May 2, 2019, SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA's Policy No. 2017-10 Establishing Guidelines for Director Elections. The Election Committee confirmed that five (5) candidates met the qualification requirements and those names are included on the Official Election Ballot.

Enclosed is the Official Election Ballot along with a Statement of Qualifications as submitted by each candidate. Election instructions are as follows:

1. The enclosed Official Election Ballot must be used to ensure the integrity of the balloting process.
2. After selecting up to three (3) candidates, your agency's governing body must approve the enclosed Official Election Ballot at a public meeting. **Ballots containing more than three (3) candidate selections will be considered invalid and not counted.**
3. The signed Official Election Ballot **MUST** be sealed and **received by mail or hand delivery at SDRMA's office on or before 4:30 p.m. on Wednesday, August 21, 2019 to the address below.** A self-addressed, stamped envelope is enclosed. Faxes or electronic transmissions are NOT acceptable.

Special District Risk Management Authority
Election Committee
1112 "I" Street, Suite 300
Sacramento, California 95814

4. The four-year terms for newly elected Directors will begin on January 1, 2020 and terminate on December 31, 2023.
5. Important balloting and election dates are:

August 21, 2019:	Deadline for members to return the signed Official Election Ballot
August 22, 2019:	Ballots are opened and counted
August 23, 2019:	Election results are announced, and candidates notified
September 25, 2019:	Newly elected Directors are introduced at the SDRMA Annual Breakfast to be held in Anaheim at the CSDA Annual Conference
November 6-7, 2019:	Newly elected Directors are invited to attend SDRMA board meeting (Sacramento)
January 2020:	Newly elected Directors are seated, and Board officer elections are held

If you have any questions regarding the election and balloting process, please do not hesitate to call SDRMA's Chief Operating Officer Paul Frydendal at 800.537.7790.



**OFFICIAL 2019 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS**

VOTE FOR ONLY THREE (3) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 4:30 p.m., Wednesday, August 21, 2019. Faxes or electronic transmissions are NOT acceptable.

- ☐ **BOB SWAN (INCUMBENT)**
Board Member, Groveland Community Services District
- ☐ **JESSE D. CLAYPOOL**
Board Chair, Honey Lake Valley Resource Conservation District
- ☐ **PATRICK K. O'ROURKE, MPA/CFRM**
Board Member, Redwood Region Economic Development Commission
- ☐ **SANDY SEIFERT- RAFFELSON (INCUMBENT)**
Finance Manager/Treasurer, Herlong Public Utility District
- ☐ **JAMES (Jim) M. HAMLIN**
Board President, Burney Water District

ADOPTED this ____ day of _____, 2019 by the Oakdale Irrigation District at a public meeting by the following votes:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTEST: _____

APPROVED: _____

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates - no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Bob Swan

District/Agency Groveland Community Services District (GCSD)

Work Address P.O. Box 350, Groveland, CA 95321

Work Phone (209) 962-7161

Home Phone (408) 398-4731

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I am a current Board member. I would like to be elected to a second term because:

1. As a board member of Groveland CSD, I am particularly aware of the great value that smaller districts get from SDRMA, and I'd like to continue to do my part to make sure that this important agency continues to operate smoothly and stably into the indefinite future.
2. The insurance market in California (and nationwide) is going through a period of rapid change. The Board and staff are engaged in a major re-evaluation of SDRMA's approach to fulfilling its mission of providing cost-effective risk management services to its members. I believe that it is important to maintain Board continuity in this effort.
3. SDRMA Board members are either board members ("electeds") or employees of a member agency. I think there is value in having a balance between elected and employee Board members. The Board seats that are NOT up for election are currently 3 employees / 1 elected. I'd like to make sure the new Board has at least 2 elected members.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

1. SDRMA Board Member since 2016. This year (2019), I serve as Secretary. During our "no CEO" period in late 2017 - early 2018, I was a member of the ad hoc Personnel Committee. I am also a member of the Alliance Executive Council, and a backup member of the Legislative Committee.
2. Groveland CSD Board Member since I was appointed in June 2013. For the years 2014-2018, I served as Board President. (We finally implemented mandatory rotation of the office in 2019).
3. Member of the Board of Southside Community Connections, a local nonprofit in Groveland that provides educational, social, and recreational services to seniors, as well as free transportation to those who cannot drive.
4. Board Member (currently Treasurer) of Pine Cone Performers, a local choral and acting group, since 2010.
5. Back during my work life, I was a corporate representative on an IEEE standards committee concerned with wireless networking. It was very educational being on a committee where the members had widely differing (competing) goals.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

History: BS Physics, MS Computer Science. 3 years in USAF. 30 years in the semiconductor industry, first as an engineering manager, later as a business unit manager. Now retired (so I have plenty of time).

Skills, etc.: Very familiar with financial reports, cost accounting, quantitative analysis. Working knowledge of modern computer and communications technology. Managed distributed organizations with up to 150 technical people and up to \$120M in annual sales. Pretty good at listening to different views, and helping to achieve consensus (or, at least, compromise).

What is your overall vision for SDRMA? (Response Required)

Well, obviously I support our (newly revised) vision statement: "To be the exemplary public agency risk pool of choice for California special districts and other public agencies". In order to achieve this vision, I believe the key issues are:

1. Maintain long term financial stability. This includes ensuring that there is a fair allocation of cost versus risk across the pool membership.
2. Continue to retain / acquire highly qualified staff, and ensure that this is a desirable place to work.
3. Remember who are our target clientele, which in my opinion are small to mid-sized districts with limited options for insurance.
4. In light of ever-evolving California workers-compensation law, expand risk-management training even further than we now provide.
5. Maintain good relations with our re-insurers (who insulate us from catastrophe). In the long run, explore the possibility of joining a "captive" re-insurer to improve stability.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature

 Date 4-24-2019

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, “exactly as submitted” by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* **Jesse D. Claypool**

District/Agency Honey Lake Valley Resource Conservation District

Work Address USDA Service Center 170 Russell Avenue, Suite C Susanville, CA 96130

Work Phone 530-257-7271 ext 100 Home Phone 530-310-0232

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

My interest for being on the SDRMA Board of Directors is because I believe it is imperative for there to be a knowledgeable and experienced voice on the Board with the perspective of the small to mid-size special district, working together with the other SDRMA Board Members, to ensure relevant—affordable solutions are available to all size special districts.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I am currently serving my fifth (5th) consecutive term as Chairman of the Board of a special district. I served two (2) yrs. on a Technical Advisory Committee for the prevention of violence against schools K-12. I served one (1) term on an elementary school board. I am currently serving my second (2nd) consecutive term on CSDA's committee for Professional Development. I am currently serving my sixth (6th) consecutive term on the board of a Regional Water Management Group. I am currently serving my second (2nd) consecutive term on CSDA's committee for Member Services. I am currently serving as a member of the County's Civil Grand Jury.

I have attended and completed the California School Board Association's New Board Member Training. I have Certificates of Completion from CSDA for General Manager Evaluation, Exercising Legislative Authority and Achieving Transparency. I attended and completed CSDA's Extraordinary Leader training. I attended and completed CSDA's Special District Leadership Academy and I have received CSDA's Recognition in Special District Governance certificate.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

My experience with special districts and governance, belief in the importance of quality governing policies, the ability to work effectively with the other board members and staff and a desire to give back to SDRMA and its membership will be what I bring to the SDRMA Board of Directors.

What is your overall vision for SDRMA? (Response Required)

For SDRMA to continually advance as an industry leader providing affordable solutions for special districts of any size enabling them to be effective within the communities they serve.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4-26-19

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* Patrick K. O'Rourke, MPA/CFRM
District/Agency Redwood Region Economic Development Commission (RREDC)
Work Address 520 E Street Eureka, CA 95501
Work Phone 707-445-9651 Home Phone 707-726-6700

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I have considerable interest, knowledge, and experience in board leadership; board service; and board governance/policy development & oversight in for-profits, nonprofits, a joint powers authority/SDRMA member organization, and as an elected city councilman. I also have considerable experience (as a top-level executive board leader and manager) in organizational risk management and risk mitigation/prevention. I would like to share my knowledge, skills, abilities, and experience in service to SDRMA members, via my service on SDRMA's board of directors. I believe that my knowledge, experience, and dedication to excellence and implementation of best practices in governance and policy development/oversight will serve SDRMA well, and will assist SDRMA in maintaining its "Excellence" accreditation via the California Association of Joint Powers Authorities (CAJPA).

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Having served in board leadership roles (25+ years in for-profit entities; 25+ years in nonprofit & private/public foundations; and 2+ years in a Joint Powers Authority [SDRMA member organization]), I am well-versed and experienced in board governance; policy development; financial statement analysis and budget review; executive management search/selection, oversight and evaluation; organizational risk management/mitigation; litigation oversight; and best practices in organizational governance. At SDRMA member organization, Redwood Region Economic Development Commission (RREDC), I have served as 2019 Immediate Past Chair; 2018 Board Chair; 2017 Vice Chair; Chair of Executive Committee; and Member of the Loan Committee. I have in-depth knowledge of policy governance (Culver, et al.); I am an advocate for transparency & best practices; and I am knowledgeable & experienced in California's Ralph M. Brown Act and Roberts Rules of Order. I have also served in board governance and board leadership roles in several nonprofit organizations and in both public and private foundations, including as Board Chair (12+ years) and in President & Vice President roles. I have also Chaired Search/Selection committees; Public Relations committees; Fund Development committees; and Finance/Audit committees.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

Besides holding a Master of Public Affairs degree, with a specialty in nonprofit management; having completed all coursework and written/oral exams (all except dissertation) for a PhD in Mass Communication, with a specialty in public relations and a cognate in organizational communication management, I have several other directly-relevant skills/talents/experience including: I am expertly adept at executive-level relationship development and stewardship, and have served as an organizational & industry advocate and liaison working closely with community organizations, local/county/state elected officials, and public/private entities/organizations and foundations. I am expertly adept at financial and operational analysis, and at asset/portfolio management and risk mitigation. I have taught for-credit university courses in corporate leadership; in entrepreneurial leadership research and practice; as well as having published peer-reviewed academic research on leadership in public relations.

What is your overall vision for SDRMA? (Response Required)

My vision for SDRMA would be for SDRMA to continue to add value to its members; operate with the highest ethical practices and transparency; continue in providing excellence in service, education, safety and compliance training; help members to mitigate and reduce risk; provide expedient claims review and response; provide members with state-of-the-art education and information; educate members to minimize losses/risk in member workplaces; and to continue to provide members with comprehensive coverage for property/liability, workers comp, and health benefits.

I would envision SDRMA management and staff enjoying a quality of life that will ensure their happiness and continue an atmosphere of dedicated service to SDRMA members. I would also envision that SDRMA will continue to operate with efficiencies that minimize costs/expenses, continue to enable SDRMA to maintain competitive premium rates, and (when possible) lower organizational and member costs. I would also envision a governing board that embraces and employs best governing practices in all areas of policy development; executive management oversight; financial review/audit; and in investing and spreading portfolio assets to minimize portfolio investment risks and maximize return on investments. Finally, I would envision SDRMA, and its management team/staff, operating in ways that will continue to earn accreditation "Excellence" from the California Association of Joint Powers Authorities (CAJPA).

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature _____

Date

3/25/1955 2019

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates. No statements are endorsed by SDRMA.

Candidate* Sandy Seifert-Raffelson

District/Agency Herlong Public Utility District

Work Address 447-855 Plumas St., P o Box 115, Herlong, CA 96113

Work Phone (530) 827-3150 Cell Phone (530) 310-4320

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors?

I am a current Board member of SDRMA and feel that I have added my financial background to make better informed decisions for our members. As a Board member, I continue to improve my education of insurance issues and look forward to representing small District's and Northern California as a voice on the SDRMA Board. I feel I am an asset to the Board with my degree in Business and my 30 plus years' experience in accounting and auditing.

I understand the challenges that small District face every day when it comes to managing liability insurance, worker's compensation and health insurance for a few employees with limit revenue and staff. My education and experience give me an appreciation of the importance of risk management services and programs, especially for smaller District that lack expertise with insurance issues on a daily basis.

I feel I am an asset to this Board, and would love a chance to stay on 4 more years!

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

While serving on the SDRMA Board, I have been privilege to be Secretary of the Board for two years, and currently the Vice-President. I have served on CSDA's Audit and Financial Committee's for 6 years; I have served on the SDLF Board; Northeastern Rural Health Clinic Board; Fair Board; School and Church boards; 4-H Council and leader for 15 years; and UC Davis Equine Board. In the past 25 years, I have learn that there is no "I" in Board and It can be very rewarding to be part of a team that makes a difference for others.

As part of my many duties working with Herlong PUD, I worked to form the District and was directly involved with LAFCo, Lassen County Board of Supervisors and County Clerk to establish the initial Board of Directors and first Policies for HPUD. I have administered the financial portion of 2 large capital improvement project with USDA as well as worked on the first ever successful water utility privatization project with the US Army and Department of Defense. I am currently working on a 4.2 million grant from California for new infrastructure for the small District HPUD absorb through LAFCo in 2017. I am also the primary administrator of a federal contract for utility services with the Federal Bureau of Prison and the US Army.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?

I have my Bachelor's Degree in Business with a minor in Sociology. I have audited Small Districts for 5 years, worked for a Small District for almost 15 years and have over 30 years of accounting experience. I am a good communicator and organizer. I have served on several Boards and feel I work well within groups or special committee. I am willing to go that extra mile to see things get completed.

I believe in recognition for jobs well done. I encourage incentive programs that get members motivated to participate and strive to do their very best to keep all losses at a minimum and reward those with no losses.

I have completed my Certificate for Special District Board Secretary/Clerk Program in both regular and advance course work through CSDA and co-sponsored by SDRMA. I have completed the CSDA Special District Leadership Academy and Special District Governance Academy. I am in the processes of getting my small District re-certified for their District of Transparency and hope one day to attain our District of Distinction.

I work for a District in Northeastern California that has under gone major changes from a Cooperative Company to a 501c12 Corporation, to finally a Public Utility District. I have worked with LAFCo to become a District. Also our small District consolidated another small District into our District. Through past experience I feel I make a great Board member representing the small districts of Northern California and their unique issues and will make decisions that would help all rural/small districts.

What is your overall vision for SDRMA?

For SDRMA to be at the top of the risk management field and to continue communicating and listening to the needs of all California Special Districts and meeting those needs at a reasonable price that Special Districts can afford. I would like to continue education and rewards for no claims and explore avenues of financial endeavors that will benefit our customers.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4/16/19

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates
– no attachments will be accepted. No statements are endorsed by SDRMA.

Candidate* James (Jim) M. Hamlin
District/Agency Burney Water District
Work Address 20222 Hudson St. Burney, Ca. 96013
Work Phone (530) 335-3582 Cell Phone _____

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

Hope to serve and help with decisions being made to both strengthen SDRMA and
move into new areas. Our districts are facing new challenges constantly.

**What Board or committee experience do you have that would help you to be an effective Board Member?
(SDRMA or any other organization) (Response Required)**

See Next

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

September 1972 until January 2014, owned and operated a Insurance brokerage
Sold business and retired.

Board Member of Mayers Memorial Hospital District From 1990 until 2014
Served on the Associal of Hospital Districts for six years.

Served on the board of Burney Water District the previous six years. Current
Serving on Mayers Memorial Hospital Financial Board.

What is your overall vision for SDRMA? (Response Required)

-----SDRMA Board must be strong and protect the concerns of their members. Need
to have a listening ear for the districts that are represented. Need to
use caution when jumping into new areas, not jepordise their strong programs
and beliefs for new programs.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature

James M. Hamble

Date

3-27-2019



Oakdale Irrigation District Memorandum

Date: June 20, 2019

To: Steve Knell, General Manager

From: Kim Bukhari, HR Analyst

Re: Special District Risk Management Authority (SDRMA) Election Recommendations

SDRMA's Election Committee is conducting elections for three (3) seats on their Board of Directors. OID received an Official Election Ballot along with a Statement of Qualifications for five (5) candidates. OID's Board of Directors will need to consider and approve up to three (3) candidates at a public meeting. The Official Election Ballot is required to be returned by mail on or before 4:30 p.m., August 21, 2019. The four (4) year terms for newly elected Directors will begin on January 1, 2020.

The following candidates have submitted nomination documents, including a summary of their Statement of Qualifications:

- **Bob Swan** (Incumbent), Board Member, Groveland Community Services District
 - Mr. Swan spoke of wanting to ensure the agency continues to operate smoothly and stably into the indefinite future. With the insurance market going through a period of rapid change and SDRMA's approach to fulfilling its mission; he believes it is important to maintain Board continuity. He also stated that he is "pretty good" at listening to different views and helping to achieve consensus or compromise.
- **James Hamlin**, Board President, Burney Water District
 - Mr. Hamlin unfortunately did not provide detailed responses to the questions, stating only that he hopes to serve and help with decisions to strengthen SDRMA and move into new areas. He also stated that the Board must be strong, protect the concerns of their members, have a listening ear and use caution "when jumping into new areas".
- **Jesse Claypool**, Board Chair, Honey Lake Valley Resource Conservation District
 - Mr. Claypool stated he has completed CSDA's certificates for General Manager Evaluation, Exercising Legislative Authority and Achieving Transparency, Extraordinary Leader training, Leadership Academy and received the Special District Governance certificate. His overall vision is to "continually advance as an industry leader".

- **Patrick O'Rourke**, MPA/CFRMA, Board Member, Redwood Region Economic Development Commission
 - Mr. O'Rourke stated he would assist SDRMA in maintaining its "Excellence" accreditation with the California Association of Joint Powers Authorities (CAJPA). He also stated he is an advocate for transparency, ethical and best practices and in providing members with "state of the art" education and information to minimize losses/risk. His vision is that the governing board will embrace and employ best governing practices in all areas of policy development, executive management oversight and financial review/audit.
- **Sandy Seifer-Raffelson** (Incumbent), Finance Manager/Treasurer, Herlong Public Utility District
 - Ms. Seifer-Raffelson has a great deal of experience in accounting and auditing and stated that she has learned that "there is no "I" in Board and it can be very rewarding to be part of a team that makes a difference for others." She has also completed certificates Special District Leadership Academy and Special District Governance Academy. Her vision is for SDRMA to be at the top of the risk management field and to continue communicating, listening to and meeting the needs of all Districts at a reasonable cost, and continuing education and rewards for agencies without claims and explore other avenues of financial endeavors that will benefit members.

My recommendation to the OID Board of Directors is to select the following three (3) candidates based on their statements as to why they would like to serve on the SDRMA Board, experience, special skills and vision for SDRMA. Two of the candidates are driven to enhance their education through CSDA's training programs and all three are visionary with forward thinking ideas.

- **Bob Swan**, Board Member, Groveland Community Services District (GCSD)
- **Patrick O'Rourke**, MPA/CFRMA, Board Member, Redwood Region Economic Development Commission
- **Sandy Seifer-Raffelson** (Incumbent), Finance Manager/Treasurer, Herlong Public Utility District

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 7
APN: N/A

SUBJECT: APPROVE MAINTENANCE AND OPERATIONS LEADMAN JOB DESCRIPTION AND PROPOSED SALARY RANGE

RECOMMENDED ACTION: Approve Maintenance and Operations Leadman Job Description and Proposed Salary Range

BACKGROUND AND/OR HISTORY:

OID is committed to ensuring the safe handling and application of pesticides and herbicides, therefore OID approved with the 2019 budget, the addition of a new full time employee (1 FTE) Maintenance & Operations Leadman to assist the Support Services Manager in oversight of pesticide operations. The attached job description combines the responsibilities of leading the Pesticide Department and when needed, leading a C & M crew and is being submitted to the Board for approval.

The District met and conferred with OE3 on June 12, 2019.

Proposed maximum salary range:

C&M Worker	\$24.89 to \$31.11	(Current)
C&M Leadman	\$27.38 to \$34.22	(Currently 10% higher)
M&O Worker	\$27.18 to \$33.97	(Current)
M&O Leadman	\$29.90 to \$37.37	(Propose 10% higher)

FISCAL IMPACT: \$77,730 (without benefits)

ATTACHMENTS:

- Maintenance and Operations Leadman Job Description

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Altieri (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
JOB DESCRIPTION FOR**

MAINTENANCE AND OPERATIONS LEADMAN

DEFINITION

Under general direction of the Support Services Manager, this position will lead and participate predominately in the functions of the Pest Department related to the operation and maintenance of the District's irrigation and drainage system. However at times this person may be required to perform a variety of semi-skilled and skilled duties in the scheduling and distribution of irrigation water to irrigators as needed; perform minor and major repair work in, on and around irrigation works including cleaning and maintenance of irrigation canals, ditches, and structures as necessary to insure safe access to facilities; proper operation of works; and the proper conveyance and distribution of irrigation water. The position will perform related work as required.

DISTINGUISHING CHARACTERISTICS

Employees in this class should have attained the degree of experience allowing them to function independently in a variety of maintenance assignments with exceptional skill and efficiency. Leadman will not only be responsible for the safety and efficiency of assigned personnel, but will frequently train less experienced personnel.

EXAMPLES OF ESSENTIAL DUTIES

This work is extremely physical in nature and it is essential that the employee be physically and mentally able to work as outlined under the "Typical Physical and Mental Activities" section of this job description.

Primarily lead and participate in the work of the Pest Department, however at times may be required to lead and participate in the maintenance and construction of irrigation canals, ditches, pipelines, structures and pump lines.

Secure appropriate permits and maintain records for the District, as required by law, relative to pesticide use.

Manually spray chemicals on canal banks and around structures to control weeds.

Ensure safe storage and handling of pest control materials and supplies.

Perform pre-application site inspection and follow-up.

Lead and participate in safety meetings.

Maintain records of work accomplished and of time, materials and equipment operation required.

Assist the Support Services Manager with the coordination of pest control activities with other departments and outside agencies.

Operate assigned vehicle using safe driving practices.

Occasionally may perform the duties of a Distribution System Operator (DSO) in the event of an emergency, absence involving a DSO or at such times as the District deems appropriate.

Assist the Support Services Manager in preparing annual budgets and the need for major expenses involving equipment and materials.

Use person-to-person contact and phone systems to communicate (speak) in English with departmental supervisors, management and DSO's.

Have the physical strength and agility to manually open and close side and center gates necessary to regulate water delivery and that needed to manually remove and install weir boards while they are under pressure.

Have the physical strength and agility to manually operate, oil, lube, and clean reclamation and deep well pumps and related equipment according to District procedures.

Perform minor and major manual repair work in, on and around irrigation works, including cleaning and maintenance of irrigation canals, ditches and structures as necessary to assure: (1) safe access to facilities, (2) proper operation of works, and (3) the proper conveyance and distribution of irrigation water.

Maintain and keep current time and equipment logs, materials and supplies used records and rotation sheets.

Keep supervisor apprised of changed working conditions, of the need for materials and supplies necessary for the safe and efficient operation of the division, and for timely assistance from the maintenance department when conditions adverse to the safe and efficient operation of the division are identified.

Perform related manual work as required.

Perform other related duties as required and assigned.

TYPICAL PHYSICAL AND MENTAL ACTIVITIES

Operates, in a sitting position, District vehicles and power driven equipment to transport materials and to travel between job sites for periods of approximately 1 to 8 hours per day.

Intermittently kneels, squats, climbs, and carries for brief to moderate duration.

Communicates orally with District staff and constituents in face-to-face, one-to-one settings.

Uses a cellular telephone and email for communication.

Work involves exposure to environmental elements and various chemicals and materials used in the construction and repair of concrete structures and in the repair of metal alloy components.

Visual and physical hazards are those common to remote construction sites, including poison oak, bees, snakes, rodents, and solar and cement burns.

Regularly ascend and descend ladders, stairs, scaffolding, ramps, and the like using feet and arms. Frequently performs these activities while carrying tools, equipment, and materials used in the trade.

Employees may stand intermittently for durations ranging up to 10 to 15 minutes at each occurrence for approximately 3 to 4 hours or more per day. Standing will occur intermittently with walking, sitting, kneeling, squatting, crawling, and climbing.

Intermittent standing, sitting, pushing/pulling, crawling, reaching, carrying, stooping, twisting and lifting for periods of approximately 1 to 3 hours per day. Some repetitive pushing/pulling with the use of arms, hands, feet, and legs. Twisting of the wrists and elbows may be performed in conjunction with reaching, pushing, pulling, bending, lifting, and gripping and grasping. Twisting of the knees and ankles will occur throughout the work shift. Intermittent twisting of the upper torso may occur for periods of 3 to 4 hours total.

Uses both hands and fingers to grip and grasp and to manipulate tools and components. These functions are intermittently performed for brief to moderate periods ranging from 5 to 7 minutes for daily totals between 5 to 7 hours.

Frequently lifts, carries and walks with heavy materials (60 pounds), such as cement and sandbags and concrete pipe units for periods of 1 hour or more daily. Lifting may be performed in conjunction with pushing, pulling, bending, stooping, gripping, and grasping.

Lift to the height of 3 to 6 feet various materials, tools, component parts, and equipment weighing up to 60 pounds for up to 2 hours daily, for distances normally not exceeding 100 feet.

Frequently pulls, and pushes objects, such as movement of materials to and from working sites and the installation and removal of different types of pipe forms. Such work involves frequent grasping with hands and strenuous use of back, stomach, and arm muscles.

Intermittent laying on back/stomach on various work surface types for moderate to extended periods (3 to 6 hours total).

Intermittent to continuous reaching and bending of the elbows, knees/ankles for brief to moderate duration, however, typically for periods of 5 to 7 hours or more. Reaching and bending functions are generally performed in conjunction with the other motor movements.

Stooping or bending may be performed while the employee is in a variety of positions, including standing, sitting, kneeling, and squatting. Intermittent stooping ranges from 7 to 10 minutes for a daily total of approximately 3 to 4 hours.

Employee will perform intermittent neck motion/flexion ranging up to 10 minutes at each occurrence for about 4 to 5 hours per day.

Continuous use of normal to corrected normal hearing and vision with good depth perception.

Frequently uses knowledge and experience to make proper judgment decisions involving work processes and procedures.

Occasionally it will be necessary for the employee to lie on his back/stomach and to crawl, especially when he has to reach something in a canal or get under a farmers fence enclosure.

Additionally, the employee may also use his hands and arms as well as feet and legs to push and pull the above-described tasks.

Twisting of the wrist and elbows, the upper torso and knees and ankles will occur when the employee performs routine tasks such as the manipulation of gates that are of the larger variety.

Some bending of the wrists may be repetitive in nature for brief to moderate periods of 10 to 15 minutes. Bending of the knees and ankles will total approximately 10 to 12 hours per day, with intermittent, brief to continuous movement, occurring throughout the day.

For a total of 2 to 3 hours or more per day, the employee will perform intermittent finger manipulation and some fine finger dexterity movements when using the phone and computer and to complete written reports.

Read and speak in English at a level sufficient to communicate effectively over the phone, in person, and over the radio. Read, understand, and follow instructions, either

written in English or verbally presented in English, which cover the safe use and handling of chemicals and which are prepared to insure the safe and efficient completion of daily work assignments.

Read, understand and follow instructions, either written in English or verbally presented in English, which cover the safe use and handling of chemicals and which are prepared to insure the safe and efficient completion of daily work assignments.

Write at a level sufficient to clearly and concisely document the use of all chemicals associated with pest control activities.

QUALIFICATIONS

Knowledge of:

Soils and crops.

Record-keeping and reporting procedures.

Safe work practices.

Basic methods, tools techniques and materials used in the construction and maintenance of irrigation facilities.

Operation of pickup with either a stick or automatic transmission.

The operation of a variety of construction equipment and tools.

Operation and calibration of chemical application equipment.

Chemical application related to pest control activities.

Ability to:

Learn and use good judgment in the implementation of District policies and procedures with respect to the Essential Duties of a Distribution System Operator and the conveyance and distribution of irrigation water in a safe and efficient manner.

Safely and efficiently perform a wide variety of semi-skilled and skilled tasks such as concrete work, painting, and high water pressure cleaning used in the construction, maintenance, repair and cleaning of irrigation facilities. Safely and efficiently use a variety of hand tools and equipment in the repair and fabrication of concrete and metal structures such as hand saws, hammers, chisels, skill saws, electrical and air drills and jack hammers.

Work without direct supervision, alone or in a crew of many.

Establish and maintain cooperative relationships with coworkers and those contacted in the course of work.

Safely operate and properly maintain assigned vehicle.

Operate and maintain a variety of construction and concrete placement equipment, including gunite, pipe laying, and other concrete application equipment.

Perform heavy manual labor in the control/operation of gates, valves, and weirs and in the use of hand tools such as weir hooks, hoedowns, shovels and an assortment of specialty devices used to open and close inline valves.

Walk on sloping and irregular work surfaces, climb fences, ladders, and bend, reach, and pull/push in the operation of gates and the removal of weirs.

Perform mathematical calculations involving addition, subtraction, multiplication, and division.

Perform work on elevated work surfaces, within confined spaces, in the office, in assigned vehicle, under daylight and nighttime conditions, and out in the field under varying weather conditions.

Appropriate precautionary measures to mitigate occupational hazards of the trade and as occasioned in the performance of work in the field on irrigation and domestic water system works and their appurtenances.

Hazard and safety precautions to use when working with various chemicals and materials commonly used in the maintenance and construction of irrigation and drainage works.

Vehicular and safety codes and procedures affecting the operation of hoists, cranes, fork lifts, trucks, and other equipment used in the transport, fabrication, and movement of materials, parts, tools, and equipment.

Keep track and tell time using Military time procedures.

Work Saturdays, Sundays, Holidays and nights.

Work overtime or various shifts as assigned.

EXPERIENCE AND EDUCATION

Experience:

Minimum of Two (2) years experience in California in the application of agricultural/commercial spray material.

Minimum of Two (2) years experience in the Construction & Maintenance Trade.

Education:

Completion of formal or informal education sufficient to assure the ability to read and write in English, and perform mathematical computations at the level required for successful job performance.

NECESSARY SPECIAL REQUIREMENTS

Must provide two forms of identification for proof of citizenship.

Possession of an appropriate valid California Drivers License and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration. The driving record will not contribute to an increase in the District's automobile insurance rates.

Obtain a Class "A" driver's license including hazardous materials and tank endorsements within six months of hiring, transferring or otherwise occupying the Maintenance & Operations Leadman classification.

Obtain of a State of California, Department of Pesticide Regulation Qualified Applicator License within six months of hire date.

A Department of Motor Vehicles "Drivers Record Information" printout will be required at the time of hire.

Pass a chemical and physical examination upon the offer of employment but prior to the time of hire.

The essential duties and other contents of this job description, and the responsibilities, duties and requirements for acceptable performance have been explained to me and I understand them. I further understand that it is impossible to identify all the duties and expectations for the position and realize that my daily assignments may vary greatly according to District needs.

Employee Signature

Date

Reviewing Manager/Supervisor

Date

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 8
APN: N/A

SUBJECT: APPROVE THE WATER UTILITIES AND SCADA SUPERVISOR JOB DESCRIPTION

RECOMMENDED ACTION: Approve the Water Utilities and SCADA Supervisor Job Description

BACKGROUND AND/OR HISTORY:

The Water Utilities Supervisor position was never backfilled after the retirement of the previous supervisor in 2016. Since then Water Utilities Department staff have reported directly to the Water Operations Manager. A department dedicated to SCADA installation, operations and maintenance was also created around that time. With some overlap in the skills required to perform Water Utilities and SCADA tasks and projects, a new position to supervise both SCADA and Water Utilities staff was proposed and approved as part of the 2019 budget. The attached job description has been drafted to reflect the duties and responsibilities of the new position and is now being presented to the Board for review and final approval.

FISCAL IMPACT: +/- \$6,891.75/month (85%) in 2019 not including on-call pay or benefits

ATTACHMENTS:

- Draft Water Utilities and SCADA Supervisor Job Description

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
JOB DESCRIPTION FOR
WATER UTILITIES AND SCADA SUPERVISOR**

DEFINITION

Under general direction of the Water Operations Manager, plans, organizes, supervises, trains, evaluates, directs, coordinates, assesses need, prioritizes and participates in the installation, integration, operation, maintenance, repair and construction of the District's water utility (i.e. agricultural and domestic wells, pumps, associated infrastructure and appurtenances) and Supervisory Control and Data Acquisition (SCADA) systems.

EXAMPLES OF ESSENTIAL DUTIES

This work can be physical in nature and it is essential that the employee be physically and mentally able to work as outlined under the "Typical Physical and Mental Activities" section of this job description.

Provide oversight of scheduling activities of the Water Utilities and SCADA Department. Assist in assuring that Department costs are within budget and schedules are within required time limits.

Review subdivision and other development plans to assure that improvements to be dedicated to the District are designed and laid out to District requirements and assure that the District's interests are protected.

Make good judgment decisions involving safe and proper work procedures.

Supervise, plan and perform the installation, inspection, maintenance, troubleshooting, repair and servicing of wells, pumps, motors, electrical panels, control systems and other components of the District's water utility system.

Assist the Water Operations Manager in the development and implementation of goals, objectives, policies and priorities of the Water Utilities and SCADA Department.

Plan, coordinate, provide oversight and perform pump efficiency testing and routine pump servicing.

Supervise, plan and perform the installation, inspection, maintenance, repair and replacement of domestic water tanks, pipelines, service connections, meters, fire hydrants, valves and valve meter boxes.

Perform plumbing, electrical and carpentry duties as necessary.

Install, maintain and troubleshoot both single and three phase electrical services.

Keep detailed records and maintain schedules of maintenance and service.

Respond to emergencies including flooding, pipeline breaks, and overflow; repair and restore system as necessary.

Locate and identify underground pipelines, service lines and valves in the water utility systems.

Assist in the preparation of progress reports on various operational activities. Assist with development, review and administration of contracts and specifications for various work within the Water Utilities and SCADA Department.

Supervise, plan, coordinate and perform backflow prevention activities and backflow prevention assembly testing programs.

Ensure valve exercising and bacterial growth control programs are completed according to prescribed schedules and methods.

Ensure that water quality samples are collected in compliance with State Department of Health Services Requirements.

Oversee and engage in the installation and operation of chlorination equipment and procedures.

Ensure work performed on electrical components is in accordance with the National Electrical Code and County requirements.

Ensure work performed on domestic water systems is completed in accordance with the uniform plumbing code, Title 17 and Title 22 of the California Code of Regulations or the California Health and Safety Code or other regulatory agencies as applicable.

Perform related duties as assigned whether presently identified or required in the future.

Drive pickups and other work trucks over various types of road conditions, sometimes while pulling a trailer or similar piece of equipment using safe driving practices.

Coordinate and assist the Water Operations Department with coordination and scheduling of all necessary construction, maintenance, repair and replacement of water utilities and SCADA facilities to minimize impacts to water delivery customers.

Perform supervision functions involving various construction and maintenance tasks under field conditions, in adverse weather conditions, in confined spaces and at elevated work surfaces.

Evaluate employee job performance and recommend personnel actions within the Water Utilities and SCADA Department to the Water Operations Manager such as promotions, merit increases and disciplinary actions.

Supervise, train, evaluate, and document work performance of Water Utilities and SCADA Department staff.

Monitor the activities and performance of those supervised to insure compliance with District policies, rules and regulations.

Schedule with and ensure that PG&E and/or MID has disconnected the power for work to any electrical system which would otherwise create a safety hazard.

Ensure that adequate tools, equipment, materials and supplies are available in inventory and order as provided within the District's purchasing policy.

Maintain records of work accomplished and/or time, materials, and equipment required.

Prepare cost estimates and request for work approval documentation.

Assist in the planning, engage in and direct, supervise, and coordinate the activities of the Water Utilities and SCADA Department.

Prepare recommendations for the Water Utilities and SCADA Department's operations, maintenance and capital budget needs.

Assist and advise the Water Operations Manager in technical, personnel, and administrative matters within the course and scope of one's responsibilities, including the selection, supervision, training, evaluation, and discipline of assigned staff.

Evaluate and report to the Water Operations Manager the quality and quantity of work being performed.

Respond to citizen complaints and questions in a timely manner. Report findings to the Water Operations Manager.

Administer departmental O&M and capital budgets.

Assist in coordinating construction, maintenance and repair activities of the Water Utilities and SCADA Department with the activities and needs of the other District departments and when directed, with other agencies.

Respond to emergency situations and be on-call or designate alternative as necessary.

Apprise the Water Operations Manager well in advance of the need to meet major expenses for machinery, supplies, labor, and material items necessary for the efficient and productive operation of the Water Utilities and SCADA Department.

Perform other duties as assigned.

TYPICAL PHYSICAL AND MENTAL ACTIVITIES

Operates, in a sitting position, various office machines and/or District vehicles and power driven equipment to transport materials and to travel between job sites for periods of up to approximately 6 to 8 hours per day.

Intermittently kneels, squats, crawls, climbs, and carries for brief to moderate durations of 20 to 40 minutes.

Communicates orally with District staff in face-to-face, one-to-one settings.

Uses a cellular phone and email for communication on an as-needed basis.

Work involves exposure to environmental elements and various chemicals and materials used in the construction, repair, and maintenance of water utility and SCADA systems.

Visual and physical hazards are those common to remote construction sites, including poison oak, wasps, bees, snakes, rodents, dogs, and solar, and cement and chemical burns. Regularly ascend and descend ladders, stairs, scaffolding, ramps, and the like using feet and arms. Frequently performs these activities while carrying tools, equipment, and materials used in the trade.

Field work may require limited to extensive walking on narrow, slippery, sloping, and irregular work surfaces. This intermittent walking may range from 100 feet to 300 yards.

Intermittent standing, sitting, pushing/pulling, twisting, and lifting for periods of up to approximately 6 to 8 hours per day. Some repetitive pushing/pulling with the use of arms, hands, feet, and legs. Twisting of the wrists and elbows may be performed in conjunction with reaching, pushing, pulling, bending, lifting, and gripping and grasping. Twisting of the knees and ankles will occur throughout the work shift. Intermittent twisting of the upper torso may occur for periods of 3 to 4 hours total.

Uses both hands and fingers to grip and grasp and to manipulate tools and components. These functions are intermittently performed for brief to moderate periods ranging from 5 to 15 minutes for daily totals between 5 to 7 hours.

Frequently lifts, carries and walks with heavy materials (up to 60 pounds), such as cement and sand bags and electrical panels and lubricants containers for periods of 1 hour or more daily. Lifting may be performed in conjunction with pushing, pulling, bending, stooping, gripping, and grasping.

Lift to the height of 3 to 6 feet various materials, tools, component parts, and equipment weighing up to 60 pounds for up to 2 hours daily, for distances normally not exceeding 100 feet.

Frequently pulls, and pushes objects, such as movement of materials to and from working sites. Such work involves frequent grasping with hands and strenuous use of back, stomach, and arm

muscles.

Occasional laying on back/stomach on various work surface types for moderate periods (10 to 15 minutes total).

Intermittent to continuous reaching and bending of the elbows, knees/ankles for brief to moderate durations, however, typically for periods of 5 to 7 hours or more. Reaching and bending functions are generally performed in conjunction with the other motor movements.

Stooping or bending may be performed while the employee is in a variety of positions, including standing, sitting, kneeling, and squatting. Intermittent stooping ranges from 5 to 15 minutes for a daily total of approximately 3 to 4 hours.

Employee will perform intermittent neck motion/flexion ranging up to 10 minutes at each occurrence for about 4 to 5 hours per day.

Continuous use of normal to corrected normal hearing and vision with good depth perception.

Frequently uses knowledge and experience to make proper judgement decisions involving work processes and procedures.

QUALIFICATIONS

Knowledge of:

Pump hydraulics, pump curves and applications.

Irrigation methods, water operations, and water measurement preferred.

Principals of process control, electronics, electrical equipment, programmable controllers and related devices.

Tools and equipment used in the maintenance and repair of communications, computing, and telemetry equipment.

Serial and radio frequency communications.

Various computer software applications.

Competently utilize computers and tablets to track and record statistical data pertaining to water operations and SCADA, make notes, navigate various maps and utilize email services.

Principles, methods, tools, materials and equipment employed in the maintenance, service and repair of submersible, centrifugal, turbine, mixed flow and propeller pumps, electric motors and related equipment.

Principles, methods, techniques, tools, materials, and equipment employed in the domestic water utility system operation, construction, maintenance, service and repair activities in accordance with California Water Works standards and the Federal Safe Drinking Water Act.

Backflow prevention and backflow assembly testing procedures.

Electricity and electric circuits relative to three phase and single phase services, AC and DC circuitry and their controls.

Preventative maintenance and inspections methods of water wells, pumps and motors.

Serial and radio frequency communications.

Various computer software applications.

Office machinery operations.

Record keeping practices.

Safe work practices.

Ability to:

Independently perform and supervise a variety of skilled and complex tasks in the operation, construction, maintenance, repair, and service of District's water utility and SCADA systems.

Understand, follow and issue oral and written directions in English, including schematic diagrams pertaining to electrical hook-ups.

Perform various mathematical calculations.

Prepare clear and accurate reports.

Establish and maintain effective working relationships with coworkers and those contacted in the course of work.

Perform heavy manual labor, including but not limited to lifting and carrying up to sixty (60) pounds of weight, climbing, bending, stooping, etc.

Exercise technical and functional supervision over construction, maintenance and repair crews, contractors or consultants working on water utility and SCADA systems.

Safely operate and maintain a variety of electrical testing meters, equipment and tools in the

performance of water utility and SCADA maintenance tasks.

Use a wide range of hand tools and power tools.

Read and interpret plans and specifications pertaining to domestic water utility and SCADA systems.

Coordinate work schedules with outside agencies, contractors and consultants.

Make material and labor estimates for assigned tasks.

Efficiently and effectively work alone or with a crew.

Be on-call as required.

Ability to work overtime.

Make oral presentation in English before management, the Board of Directors, subordinates and/or others outside the District's operations when called upon to do so by the Water Operations Manager.

EDUCATION AND EXPERIENCE

Any combination of working experience and education sufficient to successfully complete the work of the classification. A typical education and experience background would include the following:

Experience:

Six years of increased responsibility and experience performing and/or supervising water utility and/or SCADA operations, construction, repair, maintenance and service work including submersible, centrifugal, turbine, mixed flow and propeller pumps. Experience in backflow assembly testing is a must.

A farming or agricultural background is desirable, but is not a requirement.

An equivalent combination of education, training and experience that demonstrates required knowledge, skills and abilities may be considered.

Education:

Completion of formal or informal High School education sufficient to assure the ability to read and write English, and perform mathematical computations at the level required for the successful job performance. College-level coursework or substantially equivalent specialized training and experience in electrical circuits, backflow prevention, well operations, pump and

distribution system design and backflow assembly testing.

NECESSARY SPECIAL REQUIREMENTS:

Must provide two (2) acceptable forms of identification as proof of citizenship.

Possession of an appropriate valid California driver's license and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration. The driving record will not contribute to an increase in the District's automobile insurance rates.

Possession of, or ability to obtain a Class "A" driver's license including a tank endorsement within six (6) months of hiring, transferring or otherwise occupying the Water Utilities and SCADA Supervisor classification.

Possession of, or ability to obtain a Water Treatment Certificate issued by the State of California within six (6) months from the date of hire.

Possession of, or ability to obtain a certificate issued by the American Water Works Association for Backflow Prevention Assembly testing within six (6) months from the date of hire.

Pass a chemical and physical examination upon the offer of employment but prior to the time of hire.

Respond to emergencies, work overtime as needed and work schedules as assigned.

The essential duties and other contents of this job description, and the responsibilities, duties, and requirements for acceptable performance have been explained to me and I understand them. Further, I understand that it is impossible to identify all of the duties and expectations for the position and realize that my daily assignments may vary greatly according to District needs.

Employee Signature

(Date)

[Reviewer]

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 9
APN: N/A

SUBJECT: APPROVE GENERAL SERVICES AGREEMENT 2019-GSA-001 WITH ALLEN A. WAGGONER CONSTRUCTION, INC. AND GENERAL SERVICES AGREEMENT 2019-GSA-002 WITH POWER SERVICES, INC. AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve General Services Agreement 2019-GSA-001 with Allen A. Waggoner Construction, Inc. and General Services Agreement 2019-GSA-002 with Power Services, Inc. and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

General Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant/vendor providing it services. The following consultants/vendors will be utilized by the District for services throughout the year. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract. Staff has prepared a General Services Agreement for the following consultant/vendor:

Allen A. Waggoner Construction, Inc.	General construction services related to Improvement Districts & Rural Water Systems and other related tasks.
Power Services, Inc.	Plant efficiency testing for deep wells and reclamation pumps and other related tasks.

Staff recommends that the Board authorize the General Manager to execute General Services Agreement 2019-GSA-001 with Allen A. Waggoner Construction, Inc. and General Services Agreement 2019-GSA-002 with Power Services, Inc.

FISCAL IMPACT: Unknown (as needed basis)

ATTACHMENTS:

- General Services Agreements 2019-GSA-001 and 2019-GSA-002
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is effective as of July 2nd, 2019, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and Allen A. Waggoner Construction, Inc. ("Contractor"), with offices at 1012 Acacia Avenue, Ripon, California 95366.

In consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A"** (the "Work") or **Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
 - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
 - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and

federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.
4. **Licensing:** If applicable, Contractor shall have and maintain a current and valid **California Contractors License and be registered with the Department of Industrial Relations** for the duration of the Work.

Contractor license No. 605336

DIR No. 1000004127

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.

- A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a twenty percent (20%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.

- B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.
- C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.
6. **Insurance and Bonds:** As more fully described below, Contractor shall maintain insurance with the following required coverage and minimum limits:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as additional insureds.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

- A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
- B. **Limits:** Contractor shall maintain limits no less than the following limits:
- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
 - ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
 - iii. Any failure by Contractor to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
 - iv. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Subrogation:** Contractor shall waive all rights of subrogation against the District.

8. **Workers' Compensation and Employer's Liability Insurance:** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's sole negligence or willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Contractor is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold District harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this

Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.
16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
 - A. **Necessary Precautions:** Contractor shall at all times 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, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
 - i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
 - ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be

prepared by a California Registered Civil or Structural engineer. As part of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

- 17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

- 18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the District's express written consent on a case-by-case basis. By way of illustration but not limitation,

"Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District's premises, or induce the District to use any confidential information that belongs to anyone other than the District or Consultant.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor's operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.

24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contractor upon thirty (30) days' prior written notice to Contractor.
- A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:
- i. The breach of any terms or conditions of this Agreement by Contractor;
 - ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
 - iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
 - iv. The hiring of OID personnel on a temporary or part-time basis.
25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.
26. **Miscellaneous:**
- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
 - B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
 - C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
 - D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
 - E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.

- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.
- G. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the District and Contractor.
- H. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the District for which there might be no adequate remedy at law, and the District is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed to be effective as of the Effective Date identified above.

OAKDALE IRRIGATION DISTRICT

Allen A. Waggoner Construction, Inc.

Name: Steve Knell, P.E.
Position: General Manager

Name: Rocky Meyers
Position: President

Date

Date

EXHIBIT "A"
SCOPE OF WORK

Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.

All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.



GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is effective as of July 2nd, 2019, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and Power Services, Inc. ("Contractor"), with offices at 6301 Bearden Lane, Modesto, California 95357.

In consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A"** (the "Work") **or Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
 - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
 - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and

federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.

4. **Licensing:** If applicable, Contractor shall have and maintain a current and valid **California Contractors License and be registered with the Department of Industrial Relations** for the duration of the Work.

Public Works Contractor No. 10000048518

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.

- A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a twenty percent (20%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.

- B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.
- C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.
6. **Insurance and Bonds:** As more fully described below, Contractor shall maintain insurance with the following required coverage and minimum limits:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as additional insureds.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

- A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
- B. **Limits:** Contractor shall maintain limits no less than the following limits:
- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
 - ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
 - iii. Any failure by Contractor to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
 - iv. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Subrogation:** Contractor shall waive all rights of subrogation against the District.

8. **Workers' Compensation and Employer's Liability Insurance:** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's sole negligence or willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Contractor is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold District harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this

Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.
16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
 - A. **Necessary Precautions:** Contractor shall at all times 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, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
 - i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
 - ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be

prepared by a California Registered Civil or Structural engineer. As part of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

- 17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

- 18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the District's express written consent on a case-by-case basis. By way of illustration but not limitation,

"Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District's premises, or induce the District to use any confidential information that belongs to anyone other than the District or Consultant.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor's operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.

24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contractor upon thirty (30) days' prior written notice to Contractor.
- A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:
- i. The breach of any terms or conditions of this Agreement by Contractor;
 - ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
 - iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
 - iv. The hiring of OID personnel on a temporary or part-time basis.
25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.
26. **Miscellaneous:**
- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
 - B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
 - C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
 - D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
 - E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.

- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.
- G. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the District and Contractor.
- H. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the District for which there might be no adequate remedy at law, and the District is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed to be effective as of the Effective Date identified above.

OAKDALE IRRIGATION DISTRICT

Power Services, Inc.

Name: Steve Knell, P.E.
Position: General Manager

Name: Dana Power
Position: President

Date

Date

EXHIBIT "A"

SCOPE OF WORK

Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.

All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 10
APN: N/A

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2019-PSA-002 WITH GRACE CONSULTING AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve Professional Services Agreement 2019-PSA-002 with Grace Consulting and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District (District) sent Request for Proposals (RFP's) to qualified consultants, posted on the District website and the local newspaper for compensation services to conduct a Comprehensive Salary Study. Proposals were due on May 1, 2019 and four consultants provided proposals. District staff including the Human Resources Analyst reviewed the proposals, contacted the listed references and determined that Grace Consulting met the requirements noted in the RFP and provided the lowest cost to perform the anticipated services. Due to the size of the four proposals received, staff has only included Grace Consulting's proposal. Professional Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant providing it services. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract.

Staff recommends that the Board authorize the General Manager to execute Professional Services Agreement 2019-PSA-002 with Grace Consulting.

FISCAL IMPACT: Estimated Amount: \$13,720.00

ATTACHMENTS:

- Request for Proposal
- Grace Consulting Proposal (Attached as Exhibit "A" to PSA)
- Professional Services Agreement 2019-PSA-002 with Exhibit "A"

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of July 2, 2019 (the "Effective Date") by and between **Grace Consulting** ("Consultant"), with offices at 5108 Cowell Boulevard, Davis, California 95618, and **Oakdale Irrigation District**, an irrigation district organized pursuant to Division 11 of the California Water Code ("Client"), with offices at 1205 East F Street, Oakdale, California 95361.

In consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** Consultant and Client agree Consultant will perform the services identified as defined in **Exhibit "A"**. Consultant will provide:

Compensation Consultant Services for the Oakdale Irrigation District

2. **Independent Contractor Relationship:** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Consultant is an independent contractor, Client will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest. Consultant warrants that, to the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement.

3. **Manner of Performance:** The manner and means which Consultant chooses to complete the Work are in Consultant's sole discretion and control. In completing the

Work, Consultant agrees to provide its own equipment, tools, and other materials at its own expense. Consultant shall perform the services necessary to complete the Work in a timely and professional manner consistent with industry standards.

4. **Changes/Amendments.** This Agreement may not be changed except by written amendment signed by both parties. Services not expressly set forth in this Agreement are excluded. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, in Client's reasonable discretion, to compensate Consultant for any reasonable additional costs directly attributable to the delay.
5. **Fees for Services:** The rates will be in accordance with the attached rates in **Exhibit "A"**. All rates will include payroll burdens and benefits, overhead, and profit. The rates identified on **Exhibit "A"** shall remain fixed for the duration of the Work; provided, however, that Consultant may request, in writing, a modification of such rates. Any modifications may only take effect if and after approved by the Client's Board of Directors, at which point Client and Consultant shall enter into a written modification of this Agreement to reflect such increased rates. In no event will Client be held accountable for any additional cost except in accordance with the terms and procedures of this Agreement.
6. **Payment:** Payment shall be made for undisputed invoices within thirty (30) days of receipt by Client of Consultant's invoice and per the current rate schedule attached as **Exhibit "A"**. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but within seven (7) days after receipt with an explanation setting forth the reasons in writing why the invoice is not proper. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. If any other payment schedules are needed by Consultant, the Consultant must obtain approval before work begins. All invoices for work performed are to be sent to the Client's accounts payable department with the project name listed on the invoice.

Invoices submitted to Client for payment shall include a daily breakdown of tasks worked on, hours spent on specific tasks, and the parties performing the Work every day within the billing cycle. If the Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Work hereunder or may initiate collection proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

7. **Insurance:** Consultant shall maintain insurance with the following required coverage and minimum limits and, upon request, shall provide insurance certificates to the Client:
 - Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
 - Auto Liability: \$1,000,000 per occurrence
 - Workers' Compensation coverage:

- Consultant's coverage is primary and Client's coverage is noncontributory AM Best Rating A = VII or better
- Thirty (30) day notice of cancellation
- Professional Liability not less than: \$1,000,000

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **"the Oakdale Irrigation District, its directors, officers, employees and volunteers"** as additional insured's on the General and Auto liability policies.

9. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

B. **Limits:** Consultant shall maintain limits no less than the following limits:

- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. Client, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope

of protection afforded to Client, its directors, officers, employees, or authorized volunteers;

- ii. For any claims related to the Work, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

10. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of work.

11. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
12. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
13. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation, of insurance. Consultant shall provide Client a certified copy of any and all applicable insurance policies upon request of Client. Timely renewal certificates will be provided to Client.
14. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

15. **Indemnity:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Consultant, Consultant's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Consultant, Consultant's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.
16. **Laws, Regulations and Permits:** Consultant shall give all notices required by law and exercise due professional care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Consultant shall be liable for all violations of the law in connection with Work furnished by Consultant caused by Consultant's legal fault. If Consultant observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Consultant shall promptly notify Client in writing prior to proceeding with any Work in accordance therewith.
17. **Safety, Illness and Injury Prevention Plan (IIPP):** Client is not responsible for Consultant's means, techniques, sequences, or procedures, or the safety precautions and programs incident thereto. All work will be performed in compliance to the CAL/OSHA requirements and regulations. Consultant is not responsible for site safety at any site. Client or contractor will be responsible for site safety.
18. **Termination:** Either party may terminate this Agreement upon Thirty (30) days' written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued. Upon termination of the Agreement or earlier as requested by Client, Consultant shall deliver to Client any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Client Work Product or Proprietary Information of Client.
19. **Reuse of Work Products:** "Client Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work performed for Client under this Agreement,

including all intellectual property rights associated therewith. Except for technology which (a) Consultant intends to use in performing the Work under this Agreement, (b) is either owned solely by Consultant or licensed to Consultant with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the Client Work Product shall be assigned to, and shall become, the property of Client and Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Client shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client will indemnify and hold Consultant harmless if work product is used for other than for its original intended purpose.

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Client does so at its sole risk and discretion and CONSULTANT shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products. If software is intended or expected to be developed under this Agreement, Client shall execute a software license Agreement acceptable to Consultant.

If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

20. **Proprietary Information:** Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Client's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Client's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, designs, developments, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of Client. Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Client's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Consultant from a third party without confidential limitations, (3) it has been independently developed for Consultant by personnel or agents having no access to the Client Proprietary Information, or (4) it was known to Consultant prior to its first receipt from Client. Consultant agrees not to disclose to

Client, or bring into Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Consultant.

21. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement by either party, Consultant agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with Client.
22. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based upon third party claims, shall not exceed fifty thousand dollars (\$50,000)
23. **Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
24. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicate is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
25. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operations expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.
26. **Miscellaneous:**
 - A. This Agreement is binding upon the Client and Consultant. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
 - B. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.
 - C. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

- D. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- F. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to Client for which there might be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed to be effective as of the Effective Date identified above.

OAKDALE IRRIGATION DISTRICT

Grace Consulting

Name: Steve Knell, P.E.
Position: General Manager

Name: Kathleen Grace
Position: Owner/Principal Consultant

Date

Date

REQUEST FOR PROPOSAL



Compensation Consultant Services

Introduction

The Oakdale Irrigation District (OID) is seeking the services of an experienced and qualified Compensation Consultant (Consultant) with proven expertise in compensation studies to conduct a comprehensive salary study to keep compensation in-line with the labor market.

Background

The OID is an irrigation district organized under the Wright Act under Irrigation District Law, Division 11 of the Water Code, Section 20500 et. seq. that encompasses approximately 81,000 acres in northern Stanislaus and eastern San Joaquin Counties. The OID provides irrigation water for agricultural purposes to approximately 2,900 customers and domestic water for residential purposes to approximately 760 customers.

The OID is requesting proposals from qualified firms to provide a Compensation Study to be used in upcoming negotiations. The OID has 83 full time positions as shown in the attached Exhibit "A" encompassing 32 classifications represented by 4 bargaining groups.

Purpose & Objectives

The purpose of this RFP is to select a qualified Consultant with proven expertise to conduct a comprehensive salary study to keep compensation in-line with similar labor markets. The objective is to determine appropriateness of current salary comparisons by utilizing current classifications. The study shall provide an analysis of salary and benefits for all current OID classifications. The results of the study shall be presented to the General Manager to aid in negotiations. The Consultant shall be able discuss and defend all challenges to the study.

Requirements

Consultants participating in the RFP process must meet the following minimum qualifications to be considered:

1. The Consultant will be a financially sound company primarily engaged in consultation in the State of California.
2. Have successfully completed a minimum of three (3) projects of comparable size and scope to this project within the past five (5) years with references provided in the proposal.

3. The Consultant shall be able to provide personnel who have expertise and experience in all phases of Compensation Consulting services.
4. Consultant shall be able to enter into the OID Professional Services Agreement, attached as Exhibit "B".
5. Have no personal or organizational conflicts of interest, as prohibited by law.

Comprehensive Salary Study

The selected Consultant will be required to provide all equipment, tools, materials and all labor to perform a Comprehensive Salary Study.

1. The Consultant and OID will schedule an initial meeting to define the process and tasks to be performed including scope of services, methodology, project time lines and project deliverables. Based on these discussions, the Consultant may be requested to conduct a Classification Study of certain positions.
2. Consultant shall provide OID with a list of entities that provide similar services for OID to select from to conduct the study.
3. Consultant shall determine appropriateness of salary comparisons by utilizing current classifications.
4. Consultant shall present a draft Comprehensive Salary Study to OID in a written report provided in electronic format for review. Upon a review and comment period by OID, Consultant will prepare a final Comprehensive Salary Study.
5. Consultant shall be able to discuss and defend all challenges to the study.

Proposal Requirements

For the proposal to be considered responsive, the Consultant must submit all information requested in this RFP in the proposal. Failure to submit all required information, forms and/or documents in the proposal may result in disqualification. Proposals must be submitted on or before the closing date and time. Proposals received after the closing date and time will be considered non-responsive. It is the Consultant's responsibility to ensure that their proposal has been received by OID.

The following information, forms and documents are to be submitted with the proposal:

1. Introductory letter indicating the Consultant's interest in offering these services to the OID and highlighting its qualifications to perform the work.
2. The letter shall include the Consultant's firm name, authorized contact person, physical and email address and telephone number.
3. Provide documentation that the Consultant has successfully completed a minimum of three (3) projects of comparable size and scope to this project within the past five (5) years with references provided.

4. Provide a Fee Schedule that is related to the tasks as outlined within the Comprehensive Salary Study section. The Fee Schedule shall note the positions and hourly rates of all the Consultant's employees envisioned to provide services that align with the Comprehensive Salary Survey.

The OID reserves the right to reject any and all proposals submitted and to request additional information as deemed necessary from the Consultant. The OID shall be the sole judge of the proposal and, particularly, which one best qualifies for acceptance. The OID reserves the right to accept other than the lowest price proposal and to negotiate with the consultant if it is in the OID's best interest to do so. There is no expressed or implied obligation for the OID to reimburse responding Consultant's for any expenses incurred in the preparation, submission or response to questions of proposals in response to this RFP, whether or not the Consultant is selected.

Schedule

All proposals shall be submitted by 2 p.m. on May 1, 2019.

Proposals shall be submitted to the attention of:

Jason R. Jones, Support Services Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Proposals can be received via email to jjones@oakdaleirrigation.com, mailed or hand delivered to the address noted above no later than 2 p.m. on May 1, 2019.

Questions should be directed to Jason R. Jones, OID Support Services Manager at jjones@oakdaleirrigation.com. All questions must be submitted via email no later than 2 p.m. on April 10, 2019. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such. Addendums will be posted on the OID website by 2 p.m. on April 17, 2019.

It is the OID's desire to complete this project within three (3) months from the signing of the OID's Professional Services Agreement.



Grace Consulting
5108 Cowell Boulevard
Davis, CA 95618

April 24, 2019

Mr. Jason R. Jones, Support Services Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA. 95361

RE: Proposal to conduct a compensation & benefits study

Dear Mr. Jones:

Grace Consulting is pleased to submit this proposal to conduct a compensation and benefits survey of comparable districts and public agencies within the relevant labor market for thirty-two (32) distinct District job classifications encompassing eighty-three (83) positions and to develop and present salary and benefit recommendations based on the District's compensation philosophy and considering internal equity and market comparability factors that support District goals and objectives.

Grace Consulting offers a range of Human Resources, Organizational Development and Change Management consulting services. The company is a WBE certified sole proprietorship headquartered in Davis, California. Grace Consulting was founded in 2003 to provide state of the art consulting services to private and public sector organizations, non-profits, public utilities and special districts within California

Kathleen Grace will serve as principal consultant on this project. She is uniquely qualified to provide the full range of services requested by the District. She has over 25 years of experience in conducting classification, compensation and benefit studies for a broad range of public and private sector organizations, public utilities and special districts within the state of California.

If you need additional information, please contact me by phone at (530) 756-5269 or by email at graceconsulting@earthlink.net. Additional information about Grace Consulting and team associates can be found at www.consultingbygrace.com. I look forward to providing you with the services that you have requested.

Sincerely Yours,

Kathleen A. Grace

Kathleen A. Grace, Owner/Principal Consultant



Proposal
To Conduct
A
Compensation
And
Benefits Study

April 2019



GRACE CONSULTING
5108 Cowell Boulevard
Davis, CA 95618
(530) 756-5269
www.consultingbygrace.com

A. INTRODUCTION:

Grace Consulting is pleased to submit this proposal to conduct a compensation and benefits survey of seven (7) to ten (10) organizations within the relevant labor market for the Oakdale Irrigation District (District) and to develop and present salary and benefit recommendations based on the District's compensation philosophy and internal equity and market comparability factors. The study will encompass approximately 32 management and staff job classifications and eighty-three positions. This proposal has been prepared in response to a request received from Mr. Jason R. Jones, Support Services Manager for the District.

B. QUALIFICATIONS AND REFERENCES:

Ms. Kathleen Grace, Owner of Grace Consulting, will serve as Principal Consultant for this study. She has over 25 years of in-depth classification and compensation experience. The following table provides a sample of recent comparable projects that she has conducted and related references.

CLIENT	PROJECT
Client: Glenn-Colusa Irrigation District 344 East Laurel Street Willows, CA 95988 Contact: Dennis Michum, Finance Director (530) 934-8881	Total Compensation study for all District positions. Development and presentation of salary range structure for management, supervisory, confidential and exempt professional classifications. 2018-2019
Client: City of Sebastopol 344 East Laurel Street Willows, CA 95988 Contact: Anna Kwong, Finance Director (707) 824-4879	Base Salary study for all City job classifications that included identification of relevant market organization and included findings and recommended salary adjustments. (2019)
Client: Reclamation District 1000 1633 Garden Highway Sacramento, CA 95833 Contact: Paul Devereaux, General Manager (916) 922-1449 ext. 3	Total Compensation study for all District positions. Other projects: classification study with new job descriptions and structure; benefits study and development of 2-tier retirement plan (prior to PEPR); development of a personnel policy guiding recruitment for the District; research and identification of regional training resources; and development of administrative desk procedures. (2008,2011,2014,2015,2016,2017,2018)
Client: American River Flood Control District 165 Commerce Circle, Suite D Sacramento, CA. 95815 Contact: Tim Kerr, General Manager (916) 929-4006	Total Compensation study for all District positions. Base salary survey. (2014 and 2018)

CLIENT	PROJECT
Client: Sunrise Recreation and Park 7801 Auburn Blvd Torrance, CA 90503 Citrus Heights, CA 95619 Contact: Lee Hollingsworth, Admin. Services Mgr. (916) 725-0140	Total compensation study for all District classifications repeated and completed 2016. Full classification and total compensation study conducted in (2006) plus various other classification and salary studies in 2011, 2012, 2016 and 2017
Client: El Dorado Irrigation District Employee Association c/o Joe Rose, Esq. 11335 Gold Express Drive, Suite 135 Gold River, CA 95670 Contact: Joe Rose, Attorney Labor Representative (916) 273-1260 x 107	Total compensation study of the relevant market for benchmark classifications within the bargaining unit. Data used in contract negotiations. (2016)
Client: San Joaquin Council of Government 555 E. Weber Avenue Stockton, CA 95202 Contact: Rebecca Calija, Admin. Services Mgr. (209) 235-0600	Classification and Total Compensation Study for all agency classifications. Deliverables included new/updated job descriptions and recommended classification and salary structures based on market comparables and internal equity factors. (2007—2008) and (2014-2015)

C. PROJECT OBJECTIVES:

The overall objectives of the project are:

- To gather salary and benefit information from seven (7) to (10) comparable special districts and public sector organizations within the relevant labor market; and
- To develop, document and provide salary and benefit recommendations that are based on the District's compensation philosophy and consider internal equity and market competitive factors

D. FEE SCHEDULE:

Cost Item	Hourly Rate
Principal Consultant	\$115.00
◊ Kathleen Grace	
Personnel Technician	\$65.00
Administrative Support	\$30.00

E. METHODOLOGY:

To achieve the objectives of this project, the consultant will perform the following activities:

- Meet and/or confer regularly with the District's designated project representative(s); to establish project parameters, goals and objectives; to gather information for analysis and evaluation; to discuss issues identified for resolution and preliminary findings and recommendations for appropriateness and best fit; and to keep the District informed of the ongoing status of the project.
- Research to identify and discuss comparable District's and agencies for market comparability.
- Review all pertinent documentation to develop an understanding of the nature and scope of the work performed by positions within each classification. This will include: current job classification descriptions, organization charts, existing labor agreements and other pertinent documentation.
- Develop a total compensation survey instrument; to gather requisite salary and benefits data from appropriate benchmark organizations and submit the survey to the District for review and approval prior to distribution and data collection.
- Conduct a salary and benefits survey of seven (7) to ten (10) comparable special districts and public sector organizations using a variety of methods including online research, email, phone, site visit and/or surface mail to gather the information needed to conduct market comparability analyses and to develop salary and benefit recommendations.
- Analyze all market data collected and develop findings and recommendations based on the District's compensation philosophy and that considers internal equity and market comparability factors; analyze and compare benefit programs to determine market comparability of the District's programs and develop appropriate recommendations for change.
- Develop and present a draft report of market findings and preliminary salary and benefit recommendations to the District for review and discussion to enable completion of a final project report.
- Develop and present a final report and recommendations to the District's Board of Directors that includes all findings, recommendations and project deliverables.

F. DISTRICT REVIEW:

Any work products developed during the above activities will be submitted to the District for review, comment, and/or approval. This is a very important step that helps to ensure accurate, reliable, and valid results.

G. DISTRICT RESPONSIBILITIES:

Successful completion of this project within the time specified depends largely upon the cooperation between the District and Grace Consulting staff. For this reason, we request that a project representative from the District be designated to coordinate project activities with consulting staff

The District's project coordinator will be responsible for the following activities:

1. Coordination of all meeting schedules, facilities and equipment needs
2. Identification and provision of current classification and structure information (i.e. job classification descriptions, salary and benefit plans, organization charts, existing labor agreements and other pertinent documentation)

H. REPORTS AND RECOMMENDATIONS:

Grace Consulting will provide all reports and recommendations, verbal or written, to the District for confidential use and/or implementation. Written reports or other project deliverables will first be submitted in draft form for review and discussion. Informal communication will be ongoing throughout the project, and Grace Consulting staff will be available to answer questions, make recommendations on process and outcomes, and to provide assistance on project related matters.

I. ESTIMATED TIMELINES

We expect the project to take approximately twelve (12) weeks of active and elapsed time to complete. The timeline below represents target timelines for the major phases of the project. In general, project activities will follow this timeline.

- **Weeks One-Two:** Initial project meeting to establish project parameters, gather documentation and identify potential survey organizations; documentation review, development of survey instrument and database, and initial contact of survey organizations to identify specific contact person.
- **Weeks Three - Seven:** Conduct salary and benefit survey online and by phone, site visit, email and/or surface mail of seven (7) to ten (10) comparable organizations; review, validate, enter and begin analysis of all data collected.
- **Weeks Eight - Ten:** Analyze all market data for comparability and develop findings and preliminary recommendations; draft and submit a preliminary report of all findings and preliminary recommendations to the District for review and discussion.
- **Weeks Eleven - Twelve:** Edit and present a final project report of market findings and appropriate salary and benefit recommendations to the District's Board of Directors.

TIME, COST & ACTIVITY SUMMARY

PROJECT COMPONENT	STAFF	HOURS	RATE	COST
Project meetings and status updates, project planning and coordination	Kathleen Grace	12	\$115.00	\$1,380.00
Review all pertinent District documentation	Kathleen Grace	4	\$115.00	\$460.00
Research and identify comparable organizations to be surveyed within the relevant labor market and discuss findings with the District	Kathleen Grace	4	\$115.00	\$460.00
Develop survey instrument for the District's review; and develop database to enable analysis of market data	Kathleen Grace Personnel Technician Admin Support	6 10 8	\$115.00 \$65.00 \$30.00	\$690.00 \$650.00 \$240.00
Conduct salary and benefit survey of 12 comparable organizations online and via email/phone, surface mail and site visits; compile and fold in published survey data as appropriate.	Kathleen Grace Personnel Technician	16 40	\$115.00 \$65.00	\$1,840.00 \$2,600.00
Analyze all market data; conduct comparability analysis and develop salary and benefits recommendations for consideration by the District	Kathleen Grace	24	\$115.00	\$2,760.00
Draft and present preliminary report of findings and recommendations to the District for review and discussion	Kathleen Grace Admin Support	10 8	\$115.00 \$30.00	\$1,150.00 \$240.00
Develop a final report containing all findings and recommendations and present to the District's Board of Directors (if requested)	Kathleen Grace Admin Support	8 6	\$115.00 \$30.00	\$920.00 \$180.00
TOTAL HOURS	Kathleen Grace Personnel Tech. Admin. Support	84 50 22	\$115.00 \$65.00 \$30.00	\$9,660.00 \$3,250.00 \$660.00

J. TOTAL COST ESTIMATE:

a. Introduction

The cost structure of this project is made up of two major components:

- 1) Estimated hours of consultant involvement – this includes direct project time for each Grace Consulting team member or support person involved in the project.
- 2) Estimated expenses
 - **Project Expenses:** telephone, copying costs, and report material costs, etc.

b. Estimated Total Project Costs

Estimated total cost for this project should not exceed **\$13,720.00**. This amount includes:

- One Principal Consultant for a total 84 hours @ \$115.00 per hour
- One Personnel Technician for a total 50 hours @ \$65.00 per hour
- Administrative Support for a total 22 hours @ \$30.00 per hour
- Project expenses (copying, project-related phone calls, report materials, etc.)

SUMMARY COST ESTIMATE

Cost Item	Total Hrs	Rates	Estimated Maximum Cost
Principal Consultant			
◇ Kathleen Grace	84	\$115.00/hour	\$9,660.00
Personnel Technician	50	\$65.00/hour	\$3,250.00
Administrative Support	22	\$30.00/hour	\$660.00
Miscellaneous Expenses (copies, phone, survey & report materials.)		Not to exceed	\$ 150.00
Total Costs			\$13,720.00

K. ALTERNATIVES/ADDITIONS TO TOTAL COST ESTIMATE:

The total cost estimate has been prepared as accurately as possible given the information provided to Grace Consulting. If changes or additional service is required, Grace Consulting agrees to discuss revisions to the project activities and to the cost estimate.

For any additional work requested by the District that is not covered by the scope of this proposal, we will charge an additional hourly rate that is based upon the level of staff required. Additional expenses incurred that are not covered by the scope of this proposal will also be charged. No additional work will be undertaken without the written approval of appropriate District management

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CONSULTANT RESUME

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Kathleen A. Grace, MBA, CCP

As a practitioner and consultant, Ms. Grace has over 25 years of experience in human resources and organizational development providing services to a wide range of public and private-sector organizations, public utilities and special districts. Services provided include: classification and compensation studies; organizational assessments; training for employee and management development; performance management system design and implementation and workload and staffing analysis. Ms. Grace also has extensive experience in the development and management of complex multi-disciplinary project teams.

Relevant Experience

- Owner - Grace Consulting Services
- Project Manager - CPS Human Resources Services
- Adjunct Faculty - School of Business, CSU, Sacramento
- Principal Consultant - Price Waterhouse LLP
- Sr. HR Specialist - Lawrence Livermore National Laboratory
- Sr. Consultant - Applied Research Consultants, Inc.
- Training Specialist - CA Dept of Education
- Training Specialist (EWIII), Yolo County Department of Social Services
- Eligibility Supervisor, Yolo County Department of Social Services

Experience Highlights

Grace Consulting: Ms. Grace provides a broad range of human resources and organizational development consulting services to public-sector, special districts and non-profit organizations such as the counties of Sacramento and San Mateo; the cities of Sacramento, Long Beach and Torrance; Alameda County Water District, East Bay Municipal Utility District, Lake Hemet Municipal Water District and non-profit agencies such as: the California Child Support Directors Association and the California Parks and Recreation Society.

CPS Human Resources Services and Applied Research Consultants Inc: Ms. Grace conducted and/or led a variety of compensation, classification, workload and staffing studies, organizational assessments, and process re-engineering and change integration projects for state and local government organizations within California, including the cities of Pasadena, Anaheim and Sacramento, the City and County of San Francisco, Turlock Irrigation District, Sacramento Environmental Management Department, Roseville Environmental Utility Department, Lawrence Livermore National Laboratory and Napa and Kern County Courts.

CSU, Sacramento: Ms. Grace developed and delivered courses on a variety of subjects for the College of Business, including undergraduate and graduate courses on organizational and leadership theory and application, strategic compensation and human resources management theories, concepts and applications.

Price-Waterhouse LLP: Ms. Grace led and participated in several multi-year, complex change initiatives relative to the integration of enterprise-wide automated systems for large, global, Fortune 500 organizations. Project activities performed included: business process re-engineering, job redesign, workload and staffing assessments, development of performance management systems, training and documentation design, development and presentation and organizational and cultural assessments for issue identification and resolution.

Lawrence Livermore National Laboratory: Ms. Grace was responsible for the day to day administration of the management and administrative pay programs. She provided lead

direction to a small analytical and support staff, developed and coached, trained and directed the work of an organization-wide team of job auditors, developed and implemented an organization-wide position description system, served as staff consultant to Laboratory management and the Compensation Policy Committee and served as project lead on a variety of HR/Compensation projects, including development of a qualitative classification system for the administrative and management pay program guiding the classification of 4,000+ employees.

CA Department of Education and Yolo County Department of Social Services: As Training Specialist at CDE and Yolo County, Ms. Grace developed and conducted training programs for new and existing employees. Courses included: new employee orientations, the interpretation and application of state and federal program regulations, budgeting and technical processes, customer service theories and applications, interviewing techniques, stress management, change management, time and workload management, cultural awareness and conflict resolution.

Yolo County Department of Social Services: As Eligibility Supervisor served as program resource to staff assigned to federal and state-funded Medi-Cal, cash assistance and food stamp programs and provided full supervision to staffs of 8 to 15 program technicians and administrative support staff. Led a variety of projects relative to the design and implementation of policies, procedures, and systems for implementation of program requirements and led a variety of multi functional HR projects including the development and implementation of a self-funded employee recognition program.

Education and Affiliations

- MBA (with honors), Business Administration, California State University Sacramento
- BS (with honors), Business Administration, HR Concentration, CSU Sacramento
- Member: World at Work (formerly American Compensation Association)
- Member: Society for Human Resources Management (SHRM)
- Member: International Personnel Management Association (IPMA)

Publications

- Masters Project: Compliance Guide on Title I of the Americans with Disabilities Act
- Compliance Guide for the Fair Labor Standards Act
- Analysis of the Federal Family Medical Leave Act

Certifications/Affiliations

- Certified Compensation Professional, World at Work
- Certified Senior Professional in Human Resources, SHRM (lapsed 8/2011)
- Top Security Clearance (inactive since 1996) Department of Energy

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 11
APN: 010-046-033

SUBJECT: APPROVE DEVELOPER AGREEMENT FOR RURAL WATER SYSTEM CONNECTION (APN: 010-046-033 –McINTYRE)

RECOMMENDED ACTION: Approve Developer Agreement for Rural Water System Connection (APN: 010-046-033 – McIntyre)

BACKGROUND AND/OR HISTORY:

The parcel noted above was created in 2016 as the result of a parcel split. The original property owners were granted a Will Serve Letter for the Rural Water System in 2014 at the initialization of the parcel split process, and the Will Serve Letter has been extended twice since then. The landowners are now moving forward with the construction of a residence and wish to secure a connection to the Rural Water System at this time. The work consists of the installation of a 1" service line from the existing Rural Water System mainline to a new customer meter located within the public utility easement on the property. Construction plans have been reviewed and approved by OID, and OID staff have been working with the owner to complete the Developer's Procedures. Per the Developer's Agreement, OID staff will collect the necessary bonding and required insurance certificates, inspect construction of the water service connection, and perform testing prior to completion and acceptance of the new system into the OID RWS.

OID Staff recommends approval of this Developer Agreement.

FISCAL IMPACT: A deposit has been collected to cover District inspection and staff time.

ATTACHMENT:

- DRAFT Developer Agreement
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East "F" Street
Oakdale, CA 95361

APN: 010-046-033

**DEVELOPER AGREEMENT
ON THE PROPOSED RURAL WATER SYSTEM PIPELINE**

THIS AGREEMENT, executed this SECOND day of JULY, 2019, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PATRICK E. MCINTYRE AND KATELYN J. MCINTYRE, hereinafter referred to as "OWNER," sets forth agreements as follows:

WITNESSETH

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER's property, identified as APN: 010-046-033 and more particularly described in the attached Exhibit "A" ("Subject Property") is subject to all or a portion of the DISTRICT easement for the Proposed Rural Water System Pipeline, and

WHEREAS, OWNER has title to the Subject Property and wishes to develop the Subject Property and in doing so make improvements and/or relocate the DISTRICT's irrigation facilities as authorized by the DISTRICT, and

WHEREAS, DISTRICT is willing to permit said development and provide OWNER with a revocable license to relocate the DISTRICT facilities, as authorized by the DISTRICT, provided the OWNER agrees to perform as herein below specified.

NOW, THEREFORE, it is agreed as follows:

I. CAVEATS

- 1) No work nor construction shall begin on this development until:
 - a. OWNER is in receipt of plans and drawings for this project approved in writing by DISTRICT.
 - b. DISTRICT is in receipt of the Inspection and Staff Time Deposit, in the amount of \$1,000.00. The Performance Surety, and Labor and Materials Surety are not required due to the estimated cost of the Work Unit being less than \$10,000.
 - c. DISTRICT is in receipt of the Contractor's Certificate of Insurance, and a copy of the Contractor's License.

- d. DISTRICT has received Contractor's 48-hour advance notice of construction.
- e. DISTRICT is in receipt of a written Construction Schedule specifying a project completion date.
- f. OWNER has received, reviewed and signed Developers Procedures, which by their reference shall be considered as though written herein.
- g. Owner has complied with all requirements stated herein.

II. IMPROVEMENTS

1) Specifications

Subject to DISTRICT review and approval, OWNER may make improvements to DISTRICT facilities in order to carry out the purposes of this AGREEMENT. DISTRICT shall be exempt from all costs relating to said improvements. Such improvements shall be constructed in strict accordance with DISTRICT "approved" PLANS and DRAWINGS only, and shall include all appurtenances necessary for the efficient delivery of irrigation water at "historical" flow rates. OWNER shall be responsible for the continuous, uninterrupted irrigation service in the above-named OID facilities during the course of construction if WORK has been authorized during the irrigation season. As to such improvements, OWNER shall be responsible for the completion and costs therefore with the actual work performed by OWNER and/or its CONTRACTORS, to OID STANDARD SPECIFICATIONS AND DRAWINGS, to those time constraints which are noted on "approved" PLANS and DRAWINGS prepared under OWNER's direction, which by their reference shall be considered as though written here-in. Additionally, OWNER shall, at OWNER's or successors in interest's cost: (a) perform required surveys and obtain necessary new easements, (b) install, per OID STANDARD SPECIFICATIONS AND DRAWINGS, suitable replacement pipelines and other facilities which will enable DISTRICT to properly irrigate lands situate downstream of Subject Property, all to be completed and ready for DISTRICT use on or before the start of the next Irrigation Season, and (c) fulfill the terms and conditions noted in the "STANDARD SPECIAL PROVISIONS" identified as Exhibit "B". Further, OWNER shall assure that the construction contract with OWNER'S CONTRACTORS contains "surety provisions" and "amounts" as required within the OID STANDARD SPECIFICATIONS AND DRAWINGS.

2) Corrective Actions

OWNER further agrees that the facilities of DISTRICT to which this AGREEMENT applies will be left, following the WORK, in as good or better condition than they were before this AGREEMENT was entered into. In the event the District General Manager, in his sole discretion, determines that the facilities are not left in as good or better condition than before this AGREEMENT was consummated, OWNER agrees to immediately take such corrective action as the District General Manager directs, at the sole expense of OWNER and at no expense to DISTRICT. OWNER agrees, in the event that if he fails to make corrections requested by the District General Manager, that DISTRICT may make such corrections at OWNER's expense, and OWNER agrees to pay the cost of such corrections in full upon demand by DISTRICT. Further, repair and replacement of OWNER improvements following DISTRICT maintenance and/or reconstruction efforts shall be at the expense of OWNER. Additionally, OWNER acknowledges that any existing DISTRICT pipeline which OWNER may plan to improve does not presently leak and hereby agrees to pay all costs of repairs or replacement of said pipeline should it be determined by the District General Manager or his staff that the OWNER'S WORK has caused leakage or damage to said DISTRICT pipeline.

3) Time Limits For Performing WORK

DISTRICT has adopted "Time Limits" limiting the period of its approval. Should OWNER fail to substantially complete WORK in a timely manner and in accordance with PLANS and

DRAWINGS, this "Time Limits" clause shall be applied. In no case shall the "Time Limits" for the completion of construction exceed ninety (90) days. Should the "Time Limits" be exceeded, DISTRICT reserves the right to terminate this AGREEMENT or to impose its current standards and requirements for WORK, ENCROACHMENTS, and DEVELOPMENT. OWNER acknowledges that failure of OWNER to strictly comply with the "Time Limits" could result in substantial damages to DISTRICT due to DISTRICT's obligations to, among other things, provide irrigation water to its members. The failure of DISTRICT to provide irrigation water could subject DISTRICT to liability; including, but not limited to claims for crop failures. With full knowledge of the DISTRICT's obligations, OWNER agrees to indemnify DISTRICT as set forth herein.

III. LICENSE

1) Nature of Right Conferred

DISTRICT intends hereby to assent only to a revocable license to enable OWNER to relocate the DISTRICT's facilities as provided herein. Nothing in this AGREEMENT constitutes a grant or other disposition of any land or interest in land, which is owned or otherwise occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this AGREEMENT shall not be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, nor under any property owned or controlled by any person other than DISTRICT, and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. It is further agreed that any right granted to OWNER hereunder shall be inferior and subordinate to the rights of DISTRICT. Except as herein expressly permitted, OWNER shall not place nor permit to be placed on, in, across, or through DISTRICT's easements any building, structure, explosive, well, leach line, guy wire, nor any other obstruction, nor do or permit to be done, anything which may interfere with the full and exclusive enjoyment by DISTRICT of the easements owned by it. OWNER shall not authorize nor permit encroachment by others, nor utilize the area in any manner which may endanger or interfere with proper use and operation of any works or property of DISTRICT without first obtaining the written consent of DISTRICT.

IIII. GENERAL PROVISIONS

1) Indemnification

To the fullest extent permitted by law, OWNER shall defend with counsel acceptable to DISTRICT, indemnify, and hold DISTRICT, and DISTRICT's directors, employees, agents, volunteers, consultants, contractors, attorneys, successors and assigns (collectively referred to herein as "Indemnified Parties") harmless from and against any and all claims, demands, actions, hearings, suits or any other proceedings, whether civil (including declaratory relief actions), criminal, arbitral, administrative, investigative or any alternative dispute resolution mechanism or any appeals, arising out of or relating to, directly or indirectly, this AGREEMENT, including, but not limited to actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from: (i) the work to be performed under this AGREEMENT; (ii) OWNER's interference with the DISTRICT's ability to deliver irrigation water, (iii) violation of any governmental law or regulation, compliance with which is the responsibility of OWNER. OWNER shall provide such defense and indemnity to Indemnified Parties regardless of the passive or active fault or negligence of Indemnified Parties, and regardless of whether OWNER is claimed or found to be at fault or negligent, except to the extent that such indemnity is void or otherwise unenforceable under applicable law. OWNER's duty to defend Indemnified Parties is separate and distinct from its duty to indemnify Indemnified Parties.

OWNER agrees to carry insurance for this purpose as set out in the STANDARD SPECIAL PROVISIONS. See Sections 2.1 through 2.3 for insurance specifications and coverage. OWNER'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by DISTRICT, or its directors, officers, employees, agents and/or volunteers.

2) LEGAL ACTION

In the event either party commences a legal action to enforce any of the terms and conditions of this AGREEMENT, the prevailing party in said action shall be entitled to recover reasonable attorney's fees and costs incurred.

3) CONDITIONS PRECEDENT

OWNER acknowledges that all the foregoing constitute conditions precedent to DISTRICT granting the AGREEMENT herein requested and understands that the AGREEMENT would not have been granted in the absence of said conditions. This AGREEMENT shall be a covenant running with the Subject Property and shall be binding upon both DISTRICT and OWNER, their successors, heirs and assigns. DISTRICT reserves the right to terminate this AGREEMENT upon 60 days notice to OWNER, should OWNER fail to properly or timely perform any task required by this AGREEMENT.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

OAKDALE IRRIGATION DISTRICT

"DISTRICT"

Thomas D. Orvis
President, Board of Directors

Date

Steve Knell, P.E.
General Manager/ Secretary

Date

"OWNER"



Patrick E. McIntyre, Owner

6/13/19

Date



Katelyn J. McIntyre, Owner

6/13/19

Date

EXHIBIT "A"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to herein below is situated in the unincorporated area, County of Stanislaus, State of California and is described as follows:

Parcel 1 as per that certain parcel map thereof, filed for record January 28, 2016, in Book 57 of Parcel Maps, at Page 24, Stanislaus County Records.

EXHIBIT "B"

STANDARD SPECIAL PROVISIONS

1-1 DEFINITIONS, TERMS, AND ABBREVIATIONS

Whenever the following words or terms occur in all capitals within the DEVELOPER AGREEMENT, the STANDARD SPECIAL PROVISIONS, OLD STANDARD SPECIFICATIONS and DRAWINGS and the SPECIAL DISTRICT BOARD OF DIRECTORS CONDITIONS, their meaning shall be interpreted as follows:

AGREEMENT - The term AGREEMENT means the DEVELOPER AGREEMENT, the STANDARD SPECIAL PROVISIONS, SPECIAL DISTRICT BOARD OF DIRECTORS CONDITIONS, and the details and verbiage on approved PLANS and DRAWINGS.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof that has entered into the contract with the OWNER for the performance of WORK. The term "CONTRACTOR" means the CONTRACTOR, Sub-contractor or their authorized representative.

DISTRICT - The Oakdale Irrigation District (OID). The term DISTRICT or DISTRICT'S means the OID or its authorized representative.

OWNER - The term "OWNER" means the OWNER, OWNERS, Project Developer or its authorized representative.

PLANS and DRAWINGS - The PLANS and DRAWINGS and STANDARD SPECIFICATIONS or reproductions thereof, which show the location, character, dimensions, and details of WORK and the WORK UNIT to be done by the OWNER, which are approved in advance by DISTRICT.

STANDARD SPECIFICATIONS - Those DISTRICT specifications adopted for the purpose of constructing irrigation and drainage WORKS and/or domestic water system WORKS.

WORK - The furnishing of all equipment, materials, supplies, and services required by the PLANS and DRAWINGS, STANDARD SPECIFICATIONS, and any and all obligations, duties, and responsibilities assigned to, or undertaken by the CONTRACTOR pursuant to his agreement with the OWNER.

WORK UNIT - The WORK UNIT or WORK UNITS means those improvements and only those improvements for which PLANS and DRAWINGS and STANDARD SPECIFICATIONS are submitted by OWNER to DISTRICT and which is represented by OWNER to DISTRICT as a single unit of improvements to DISTRICT irrigation and drainage WORKS and facilities or a new addition to DISTRICT's domestic water system works or one administered by DISTRICT through an improvement district, which are approved in advance by DISTRICT.

1-2 SUPERVISION

OWNER shall supervise and direct WORK on the UNIT WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform WORK in accordance with the AGREEMENT and the approved PLANS and DRAWINGS and STANDARD SPECIFICATIONS.

OWNER shall be responsible to see that the installed equipment, materials, supplies, and services comply with the PLANS and DRAWINGS and STANDARD SPECIFICATIONS. The review by DISTRICT of OWNER'S PLANS and DRAWINGS and STANDARD SPECIFICATIONS is only to

assure general conformity of OWNER'S development concept as it relates to DISTRICT'S irrigation and drainage needs and shall not be construed as relieving OWNER of the full responsibility for: providing materials, equipment, and WORK required by the development; and for performing WORK in a safe and efficient manner and otherwise complying with the terms and conditions of the AGREEMENT.

1-3 **QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT**

All equipment, materials, and supplies shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article which shall be substantially equal, or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the OWNER is not, in the opinion of DISTRICT, equal or better in every respect to that specified within DISTRICT'S STANDARD SPECIFICATIONS, then OWNER must furnish the material, process, or article specified or one that in the opinion of DISTRICT is substantially equal or better in every respect. The finished WORK UNIT including all materials, equipment, and supplies provided by OWNER shall fully conform to all applicable state and federal safety laws, rules, regulations, and orders.

1-4 **OBSERVATION OF WORK BY DISTRICT**

DISTRICT shall at all times have access to the premises where the WORK UNIT is being performed and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the WORK UNIT. OWNER shall furnish DISTRICT timely notice of locations where WORK on the WORK UNIT will be performed and the periods during which construction on the WORK UNIT will be in progress at these locations so that DISTRICT may, if DISTRICT wishes, be present to observe the construction on the WORK UNIT.

The observation, if any, by DISTRICT, of the WORK UNIT shall not relieve OWNER of any of his obligations to complete the WORK UNIT as prescribed. Defective WORK UNITS shall be made good, and equipment, materials, and supplies furnished and workmanship, which are not in accordance with the approved PLANS and DRAWINGS and STANDARD SPECIFICATIONS, may be rejected notwithstanding the fact that such equipment, materials, supplies and workmanship have been previously observed by DISTRICT. Furthermore, OWNER acknowledges and agrees that it is OWNER'S responsibility to ensure that all WORK to be performed under the Agreement shall fully conform to all applicable state and federal safety laws, rules, regulations, and orders, including, but not limited to safety regulations.

1-5 **GUARANTEES/SURETY**

Besides guarantees required elsewhere, OWNER shall and hereby does guarantee all equipment, materials, and supplies furnished for a period of one year after the "Notice of Completion" for the WORK UNIT is recorded. The guarantee period for complete portions of the WORK UNIT so utilized or placed into service shall be one year commencing on the date DISTRICT records a "Notice of Completion" for said completed portion of the WORK UNIT. OWNER shall repair or remove and replace any and all WORK UNITS, together with any other WORK which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said guarantee period, without expense whatsoever to DISTRICT, ordinary wear, tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after notifying OWNER in writing, DISTRICT is hereby authorized to proceed to have the defects remedied and made good at the expense of OWNER who hereby agrees to pay the cost and charges therefore immediately on demand. Such action by DISTRICT will not relieve OWNER of the guarantees required by this article or elsewhere in this AGREEMENT.

SURETY REQUIREMENTS:

For WORK UNITS costing less than \$10,000 - No sureties required.
For WORK UNITS costing more than \$10,000 - Surety required.

OWNER shall not, nor shall it permit any CONTRACTOR to perform construction work on the WORK UNIT until DISTRICT has received an acceptable form of Surety in the sum equal to one hundred percent (100%) of the WORK UNIT as determined by Engineer's estimate as the Performance Surety and fifty percent (50%) of the Performance Surety as determined by Engineer's estimate for Labor and Material Surety for any project. The Surety may be in the form of any of the following:

- Bond issued by a corporate surety company authorized to issue such bonds in the State of California.
- Cashier's check payable to DISTRICT.
- Negotiable Certificate payable to DISTRICT (i.e. Certificate of Deposit etc.)
- All negotiable instruments shall be provided to DISTRICT Engineer and held by DISTRICT Finance Director for the term required herein.
- An Irrevocable Standby Letter of Credit issued by a financial institution authorized to issue such bonds in the State of California.

OWNER may meet DISTRICT's surety requirements by providing DISTRICT written proof that DISTRICT is named on another surety held by another government agency. Said surety must provide for DISTRICT collection against said surety without the permission of the other agency.

The Performance Surety shall continue in full force and effect for thirty-five (35) days after DISTRICT has recorded a "Notice of Completion". The condition of the Performance Surety shall be such that if the principal shall keep and perform the covenants and conditions of the contract for the WORK UNIT and shall indemnify and keep harmless DISTRICT and its agents, the obligation thereof shall be null and void and otherwise the same shall remain in full force and effect.

The Labor and Material Surety shall continue in full force and effect for ninety days after DISTRICT has recorded a "Notice of Completion".

The OWNER shall submit to DISTRICT'S Engineer a Warrantee Surety in the amount of ten percent (10%) of the Performance Surety prior to DISTRICT'S Board of Directors accepting the WORK UNIT. The Warrantee Surety shall run for 12 months (from the time DISTRICT records a "Notice of Completion") or for such longer period as provided by law. Any form of Surety shall provide that no change, extension of time, alteration, or addition to the terms of the AGREEMENT, or the WORK to be performed hereunder, or the PLANS and DRAWINGS and STANDARD SPECIFICATIONS shall in any way affect its obligation on the surety, and the Surety waives notice thereof.

If, in the opinion of DISTRICT, defective equipment, materials, or supplies creates a dangerous condition or requires immediate correction or attention to prevent further loss to DISTRICT or to prevent interruption of operations of DISTRICT, DISTRICT will attempt to give the notice required by this article. If OWNER cannot be contacted or does not comply with DISTRICT'S request for correction within a reasonable time as determined by DISTRICT, DISTRICT may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against OWNER. Such action by DISTRICT will not relieve OWNER of the guarantees required by this article or elsewhere in the AGREEMENT or STANDARD SPECIFICATIONS.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or any items for which a manufacturer or supplier gives a guarantee for a longer period. OWNER agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish DISTRICT all appropriate guarantees or warranty certificates upon completion of the WORK UNIT. No guarantee period whether provided for in this article or elsewhere shall in any way limit the liability of OWNER or his sureties or insurers under the indemnity or insurance provisions of this AGREEMENT.

1-6 **TIME FOR COMPLETION AND DAMAGES DUE TO DELAY**

OWNER shall complete all or any designated portion of the WORK UNIT called for under this AGREEMENT within the time set forth on the PLANS and DRAWINGS or STANDARD SPECIFICATIONS. Time is of the essence under this AGREEMENT.

Failure of OWNER to perform any covenant or condition contained in this AGREEMENT within the time period specified shall constitute a material breach of this AGREEMENT entitling DISTRICT to immediately terminate the AGREEMENT or seek such remedies as are allowed by Law including, but not limited to such remedies as any form of surety issued for DISTRICT'S benefit. Failure of DISTRICT to insist upon the performance of any covenant or condition within the time period specified in this AGREEMENT shall not constitute a waiver of OWNER'S duty to complete performance within the designated periods unless the waiver is in writing.

DISTRICT'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in this AGREEMENT. Failure of OWNER to complete performance of the WORK UNIT promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this AGREEMENT entitling DISTRICT to terminate the AGREEMENT or seek such remedies as are allowed by law including, but not limited to such remedies as any form of surety issued for DISTRICT benefit.

1-7 **USE OF COMPLETED PORTIONS**

When the WORK UNIT or any portion of it has been delivered and is sufficiently complete to be utilized or placed into service, DISTRICT shall have the right to utilize such portions of the WORK UNIT and to place the operable portions into service and to operate same.

Nothing in this article shall be construed as relieving OWNER of the full responsibility for completing the WORK UNIT in its entirety and for making good defective equipment, materials, and supplies. Such utilization or operation by DISTRICT shall not be deemed a completion and acceptance and shall not relieve OWNER, his sureties, or insurers of the provisions of the section on OWNER'S sureties, or insurers of the provisions of the section on OWNER'S INSURANCE, the article on INDEMNITY, and the article on GUARANTEES.

1-8 **OBSERVING LAWS AND ORDINANCES**

OWNER shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. OWNER shall be liable for all violations of the law in connection with work furnished by OWNER. If the OWNER observes that the PLANS and DRAWINGS or STANDARD SPECIFICATIONS are at variance with any law or ordinance, rule or regulation, he shall promptly notify DISTRICT'S ENGINEER in writing and any necessary changes shall be made by written instruction or change order. If the OWNER performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to DISTRICT'S ENGINEER, OWNER shall bear all costs arising therefrom.

1-9 **PERMITS AND LICENSES**

OWNER shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the WORK.

1-10 **RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES**

OWNER shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the WORK, excepting only those as may be caused solely and exclusively by the fault or negligence of DISTRICT or its directors, officers,

employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the WORK UNIT as well as during the progress of the WORK.

1-11 **SAFETY**

OWNER shall execute and maintain his work so as to avoid injury or damage to any person or property. OWNER shall comply with the requirements of the STANDARD SPECIFICATIONS relating to safety measures applicable in particular operations or kinds of work.

In carrying out his work, OWNER shall at all times, 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, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include but not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

1-12 **PERSONAL LIABILITY**

No director, officer, employee, consultant, or agent of DISTRICT shall be personally responsible for any liability arising under or by virtue of this AGREEMENT.

1-13 **WARRANTY OF TITLE**

No materials, supplies, or equipment for the WORK UNIT under this AGREEMENT shall be subject to any security agreement or other agreement by which an interest therein or any part thereof is retained by any supplier. OWNER warrants clear and good title to all equipment, materials, and supplies furnished and agrees to furnish all equipment, materials, supplies, and services to DISTRICT free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any equipment, material, supplies, or labor for the WORK UNIT covered by this AGREEMENT shall have any right to a lien upon anything furnished or the premises where anything furnished is installed.

1-14 **TERMINATION FOR BREACH**

If OWNER refuses or fails to prosecute the WORK UNIT or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such WORK within such time, or if he or any of his CONTRACTORS, should violate any of the provisions of this AGREEMENT, DISTRICT may, without prejudice to any other right or remedy, serve written notice upon OWNER, his CONTRACTOR and any Surety of DISTRICT'S intention to terminate this AGREEMENT, said notice to contain the reasons for such intention to terminate this AGREEMENT, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, this AGREEMENT shall upon the expiration of said ten days cease and terminate.

In the event of any such termination, DISTRICT may take over the WORK UNIT and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of OWNER, and any Surety shall be liable to DISTRICT for any excess cost or other damage occasioned DISTRICT thereby, and in such event DISTRICT may, without liability for so doing, take possession of any equipment, materials, or supplies furnished or in transit. For any portion of such WORK UNIT that DISTRICT elects to complete by contract or by furnishing its own employees, materials, tools, and equipment, OWNER shall compensate DISTRICT for completing

such WORK UNIT.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

1-15 **WAIVER OF RIGHTS**

Except as otherwise specifically provided, no action or failure to act by the DISTRICT shall constitute a waiver of any right or duty afforded under this AGREEMENT and referenced PLANS and DRAWINGS and STANDARD SPECIFICATIONS nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder.

1-16 **RECORD DRAWINGS**

Upon completion of the WORK UNIT, OWNER shall deliver to DISTRICT; record drawings in a form acceptable to DISTRICT'S Authorized Representative. OWNER shall submit copies of all Computer Aided Drafting Design (CADD) files if CADD was used in the design of the project. DISTRICT shall not accept the WORK UNIT until this provision has been fulfilled. The Authorized Representative for DISTRICT shall be either DISTRICT'S General Manager or DISTRICT'S Engineer. When DISTRICT'S Authorized Representative determines that the WORK UNIT has been completed according to the PLANS and DRAWINGS and STANDARD SPECIFICATIONS and when suitable record drawings have been submitted, DISTRICT'S Authorized Representative shall notify both DISTRICT'S Board of Directors and OWNER that the WORK UNIT has been accepted and identify the effective date which the minimum guarantee period of one year shall begin.

1-17 **STORM DRAINAGE**

OWNER shall assume the responsibility of managing and conveying storm drainage and miscellaneous incidental flows that may enter DISTRICT facilities upstream of and in the area of the WORK UNIT. All such work necessary to meet this requirement shall be at the expense of OWNER.

1-18 **PAYMENT OF FEES AND CHARGES**

OWNER shall pay DISTRICT all fees and project related charges prior to the Board of Directors acceptance of the project as it relates to the WORK UNIT.

OWNER'S INSURANCE

2-1 **GENERAL**

OWNER shall not commence or continue to perform any WORK unless he, at his own expense, has in full force and effect all required insurance. OWNER shall not permit any CONTRACTOR to perform WORK on DISTRICT easements or begin construction on the WORK UNIT until DISTRICT is provided proof that the Worker's Compensation Insurance requirements have herein been complied with by each CONTRACTOR of OWNER.

The types of insurance the CONTRACTOR shall obtain and maintain are Worker's Compensation Insurance, Liability Insurance, and "All Risk" Insurance.

Worker's Compensation Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

As evidence of specified insurance coverage, OWNER shall provide to DISTRICT certificates of insurance and endorsements on the forms satisfactory to DISTRICT, which shall name DISTRICT as an additional insured.

2-2 **WORKER'S COMPENSATION INSURANCE**

Prior to construction, OWNER shall obtain from his CONTRACTORS and provide copies to DISTRICT certificate(s) of insurance certifying that he has obtained for the period of the contract full Worker's Compensation Insurance coverage for all persons whom he employs or may employ in carrying out WORK under the development. This insurance shall be in strict accordance with the requirements of the most current and applicable state Worker's Compensation Insurance laws.

By his signature hereunder, OWNER certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work contemplated under this AGREEMENT.

OWNER and all CONTRACTORS shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site on subject property, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the OWNER shall defend, protect and save harmless DISTRICT, its directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of OWNER or any CONTRACTOR to maintain such insurance. Before beginning WORK, OWNER shall furnish to DISTRICT satisfactory proof that he has taken out for the period covered by the WORK under this AGREEMENT, full compensation insurance for all persons employed directly by him or through CONTRACTORS in carrying out the work contemplated under this AGREEMENT, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code, State of California, and any Acts amendatory thereof.

OWNER shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

OWNER shall provide DISTRICT with a certificate of Workers' Compensation and Employer's liability insurance coverage.

OWNER shall, upon demand of DISTRICT, deliver to DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon; and should OWNER neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to DISTRICT, then it shall be lawful for DISTRICT to obtain and maintain such insurance, and OWNER hereby appoints DISTRICT his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by DISTRICT for insurance premiums under the provisions of this article shall be charged to OWNER.

2-3 **LIABILITY INSURANCE**

Prior to construction on the WORK, OWNER shall provide a certificate(s) of insurance showing that both he and his CONTRACTORS have Liability Insurance coverage in limits not less than the amounts set forth herein below. At the same time, OWNER shall provide the insurance endorsement(s) on forms acceptable to DISTRICT.

Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the article entitled INDEMNITY. Included in such insurance shall be "Gross Liability" or "Severability of Interest" clauses.

The Liability Insurance coverage shall include each of the following types of insurance:

- A. General Liability

- (1) Comprehensive Form
- (2) Manufacturers' and CONTRACTORS'
- (3) Products/Liability
- (4) Contractual CONTRACTORS
- (5) Independent CONTRACTORS
- (6) Personal Injury

- B. Automobile Liability
- (1) Owned
 - (2) Hired
 - (3) Non-Owned

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
- 2) Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

The Liability Insurance shall include as additional insured: the DISTRICT, its directors, officers, agents, attorneys, consultants and employees. The insurance afforded to these additional insured shall be primary insurance. If the additional insured have other insurance, which might be applicable to any loss, the amount of the insurance provided under this article on LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

As pertains to the Liability Insurance requirements of this provision, both OWNER and CONTRACTOR with DISTRICT as a named additional insured shall maintain the following "minimum" coverage.

The OWNER shall maintain limits no less than the following:

- 1) General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability - One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.

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

- 1) DISTRICT, its directors, officers, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of OWNERS, products and completed operations of OWNER, premises owned, occupied or used by OWNER, or automobiles owned, leased, hired or borrowed by OWNER. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, agents and volunteers.
- 2) For any claims related to this project, OWNER'S insurance shall be the primary insurance with respect to the DISTRICT, its directors, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, its directors, officers, employees, agents and volunteers shall be excess of OWNER'S insurance and shall not contribute with it.

- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its directors, officers, employees, agents and volunteers.
- 4) OWNER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

Such liability insurance shall indemnify OWNER and his CONTRACTORS against loss from liability imposed by law upon, or assumed under contract by, OWNER or his CONTRACTORS for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to DISTRICT, which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. DISTRICT, its directors, officers, employees, agents and volunteers shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 1 - 5 above) and a certificate of insurance (Accord Form 25-S or equivalent) shall be provided to DISTRICT.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its directors, officers, employees, agents and volunteers; or OWNER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A: VII or equivalent.

Builder's Risk Insurance - OWNER shall provide and maintain Builder's Risk Insurance covering all risks of direct physical loss, damage or destruction to the WORK in the amount specified, to insure against such losses until final acceptance of the WORK UNIT by DISTRICT. Such insurance shall include explosion, collapse, underground excavation and removal of lateral support. DISTRICT shall be named as an additional primary insured on any such policy. The making of progress payments to OWNER shall not be construed as creating an insurable interest by or for DISTRICT or be construed as relieving the OWNER or his CONTRACTORS of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the WORK UNIT by DISTRICT. The insurer shall waive all rights of subrogation against DISTRICT. OWNER shall provide DISTRICT with a certificate of insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against DISTRICT.

Evidences and Cancellation of Insurance - Prior to execution of the contract, OWNER shall file with DISTRICT evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate. The type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to DISTRICT at least thirty (30) days prior to the effective date of any cancellation, lapse of material change in the policy.

END - STANDARD SPECIAL PROVISIONS

OWNER has read **Exhibit "B" STANDARD SPECIAL PROVISIONS** to the AGREEMENT, consisting of Pages 6 to 15 and acknowledges that same constitute part of the AGREEMENT.

Owner(s)


Patrick E. McIntyre, Owner


Katelyn J. McIntyre, Owner



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF JULY 2, 2019

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 12
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE TO RECEIVE AND FILE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED DECEMBER 31, 2018

RECOMMENDED ACTION: Receive and File the Comprehensive Annual Financial Report for the Year Ended December 31, 2018

BACKGROUND AND/OR HISTORY:

State legislation requires that Oakdale Irrigation District (District) to have an audit of its annual financial statements. The 2018 audit was conducted by Fedak & Brown, LLP, a firm of independent CPAs appointed by and reporting to a Board of Directors. The purpose of the audit is to state an opinion with regards to the accuracy of the District's financial statements and results of operations.

A representative of Fedak & Brown, LLP is unable to attend today's meeting, and therefore, the District's Chief Financial Officer is presenting the 2018 audit report. After completing their audit of the District's records, Fedak & Brown, LLP has issued the opinion that the District's financial statements:

"present fairly, in all material respects, the financial position of the Oakdale Irrigation District as of December 31, 2018 and 2017, and the changes in net position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America."

This represents an unqualified audit opinion and is a result of the Board's sound fiscal policies, procedures, and financial management at the District. District staff will once again submit the current annual report for consideration in the Government Finance Officers Association financial reporting award program. The District has received the Association's award for the past eleven years.

FISCAL IMPACT: While there is no direct fiscal impact, receiving an unqualified audit opinion and reporting award is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the District's financial policies and practices.

ATTACHMENTS:

- 2018 Comprehensive Annual Financial Reports (Under Separate Cover)**

Board Motion:

Motion by: _____ Second by: _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 13
APN: 064-024-023/024/025

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AWARD THE ARCHITECTURAL SERVICES CONTRACT FOR THE DEVELOPMENT OF OID PROPERTY LOCATED AT GREGER AND KAUFMAN ROADS AND AUTHORIZE THE GENERAL MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT AND ASSOCIATED WORK RELEASES

RECOMMENDED ACTION: Award the Architectural Services Contract for the Development of OID Property Located at Greger and Kaufman Roads to Teter, LLP and Authorize the General Manager to Execute a Professional Services Agreement with Teter, LLP and Associated Work Releases with Teter, LLP and Giuliani & Kull, Inc.

BACKGROUND AND/OR HISTORY:

In 2012 the Oakdale Irrigation District (District) purchased three parcels on the southwest corner of Greger & Kaufmann Roads (Property), the three parcels combined total 9.64 acres. The intent of the purchase was to construct a new District office/yard at this location.

OID staff along with the assistance of Giuliani & Kull, Inc. sent out a Request for Qualifications (RFQ) requesting Statement of Qualifications (SOQ) for architectural services related to the property with statements due on June 1, 2018. Staff solicited 12 architectural firms as well as advertised in the local newspaper and on the District website with only one firm, TETER, LLP (TETER) providing an SOQ upon the closing date. Staff presented such to the Board on September 4, 2018, Board direction was to conduct another RFQ and broaden the outreach.

OID staff updated the RFQ reducing the requirements for submission and in an effort to broaden the outreach on March 6, 2019 sent emails to the same Architects as previously done in 2018, posted to the District website, advertised in the local newspaper and posted to the Valley Builders Exchange (VBE) website. Once a project is posted to the VBE it is available for other entities similar to VBE to post to their websites as well.

On May 1, 2019 the RFQ's were due from the Architects and the District received two, one from TETER, LLP and the other from RED, Inc. Staff has evaluated and determined both statements to be responsive. Due to the size of the statements, staff provided the Board of Directors a thumb drive with their packets for review. Staff has also conducted reference checks of both firms with positive feedback.

Due to TETER, LLP's responsiveness and thoroughness of each RFQ, it is staff's recommendation they be awarded the architectural contract.

A Finance Committee Meeting was held on June 4, 2019 to review the Statements of Qualifications that were submitted by Teter, LLP and RED, Inc. and committee members may wish to comment on this item.

Upon Board direction, staff will prepare and execute a Professional Services Agreement with TETER, LLP (anticipated) and acquire proposals from TETER for architectural design services and Giuliani & Kull, Inc. for civil design services as both tasks need to be conducted concurrently through the design process.

Staff will be available to answer any questions. Staff recommends moving forward with architectural design/engineering and civil engineering to get to the next point, permitting with the City of Oakdale and then the bidding process for construction of the office/yard and civil construction.

FISCAL IMPACT: Unknown at this time.

ATTACHMENTS:

- Request for Qualifications
- Statement of Qualifications Teter, LLP and RED, Inc. (Attached on a flash drive for Directors). Copies available to the public on request and payment of appropriate fees.)

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

REQUEST FOR QUALIFICATIONS



Greger Facility
1110 Kaufman Road
Oakdale, California

1. REQUEST FOR QUALIFICATIONS

Oakdale Irrigation District (OID), is requesting statements of qualifications from qualified firms or individuals (Architect) to provide design recommendations, plans, specifications and bid support for the construction of a new facility known as "Greger Facility".

Please be aware that OID anticipates the hiring of a civil firm, under a separate contract, to aid in the design for on/off site utilities, site grading, and City of Oakdale right of way improvements.

2. SCOPE AND NATURE

OID is considering the construction of a large office structure to support its administrative and field operations.

Location:

The Greger Facility is located on three parcels, totaling 9.64 acres, in the City of Oakdale. The site is located at the southwesterly corner of Kaufman Road and Greger Street, see attached Exhibit "A".

Zoning:

The site is currently zoned limited Industrial with a general plan designation of Industrial.

Layout:

The architectural design scope will include the design of the new facility including buildings, parking, covered storage areas, open storage, fencing, security, driveways, landscaping, ADA compliance, and other incidental items. There has been no boundary survey or civil design taking into account any city required setbacks, landscaping, and vehicular access routes. At this time all of the building details and areas are approximate and may change once further planning meetings are held with the OID Board, City of Oakdale Staff, and selected architectural firm. The Equipment Storage and Material Storage areas may be modified to accommodate any future special space requirements.

Building:

The Greger Facility shall be a newly built structure with approximately 16,500 square feet of office area. The building is anticipated to be a single-story structure, however, this can be modified to a two story building or a basement based on the architect's design recommendations. The office building shall have both individual office spaces and cubicle spaces. The District is looking for a modern working environment to include areas for administration, finance,

information technology systems, water operations, maintenance operations, board room, engineering, conference rooms, break rooms, restrooms and vaults. It is anticipated that the building will consist of approximately 23 separate offices and 25 cubicles. The building type will be determined by the OID Board of Directors after the architect has been selected. The building will need to be in conformance with the City's industrial design guidelines. See attached Exhibit "B" for additional building information.

Parking:

The Facility shall have adequate parking to accommodate 30 office staff, 50 field staff, 10 visitors, 5 ADA spaces, and 30 additional spaces for board meetings/overflow.

Indoor/Covered Storage:

Storage areas shall be sized to accommodate trucks, materials, equipment, supplies, parts, tools, service bays, welding, fuel, lubrication, hazardous materials, and hazardous waste. Approximate indoor/covered storage shall be approximately 66,200 square feet.

Outdoor Storage/Yard:

Storage areas shall be sized to accommodate both pick-up and delivery of pipe, concrete structures, vehicles, heavy equipment, trucks, materials, hazardous materials, and hazardous waste. An all-weather surface for access will be included. Approximate outdoor storage shall be approximately 302,600 square feet.

Fencing/Security:

The perimeter of the facilities' property line shall have an 8' tall chain-link fence topped with three-strand barbed wire or other configuration as directed by the OID. The selected architect will be responsible the design and implementation of the District's desired security items, i.e. building security, key card access, etc. There are no special security pre-qualification requirements that the architectural firm or sub-contracted firms must pass. Details regarding the type and configuration of onsite security needs and requirements will be further discussed with the architect after selection.

Driveways:

The Facility shall have access to Greger Road as well as Kaufman Road and designed to accommodate large trucks and trailers.

Landscaping:

Adequate landscaping with a xeriscape focus shall be designed per City of Oakdale and State of California current building codes and by the direction of OID. The zoning landscape requirement is five percent (5%) or 20,000 square feet. Any landscaping within the Right-Of-Way will not count towards this 5% landscaping requirement.

Americans with Disabilities Act (ADA) Compliance:

Adequate ADA compliance throughout the facility shall be designed per City of Oakdale and State of California current building codes.

Incidental Items:

The architect shall provide such assistance with, but not limited to:

- Plans and documents to be used in the bidding for construction of the project.
- Coordination with the selected civil firm during the design phase of the project.
- Assistance with selection and or design of furniture, fixtures, and equipment.
- Participation in the review of bids and selection of a construction company.
- Oversight and inspections during construction and approval of the completed project for acceptance.
- Participation in relevant permitting processes.
- Coordination with the City of Oakdale staff per building code compliance.
- Coordination with the State/County staff per building code compliance.
- Energy and water efficiency and sustainability consultation and direction.
- Coordination with the City Planning Department during their design phase review the project. The schedule and extent of the City's review process is unknown at this time.
- The project is required to meet all of the current California Energy Codes.
- This project is required to meet any modern electrical/communication standards, i.e. backup generators/UPS, data/telecommunications.

3. PROJECT TENTATIVE SCHEDULE

- March 6, 2019 - Solicit Statement of Qualifications from architects.
- April 10, 2019 – Submission of written requests.
- April 15, 2019 – Addendums posted to OID website.
- May 1, 2019 - Statements Due from architects.
- June 1, 2019 - Interview five selected architects.
- July 1, 2019 - Interview three selected architects.
- August 6, 2019 - Award Contract to selected architect.

Oakdale Irrigation District website: <https://www.oakdaleirrigation.com>

There is no current schedule for design or construction at this time.

4. PROPERTY INSPECTION

The site is visible from the roadway. All interested architects may visit the site prior to submitting a documents if desired, but may not enter into the property. No access to OID staff or facilities will be granted to the firm until after final selection of an architect. No official site visit with OID staff will be scheduled.

5. EXPERIENCE AND QUALIFICATIONS SUBMISSION

Each architect submitting documents shall include, but not limited to, the following:

- A. The name of the firm and location of all its offices, specifically indicating the principal place of business.
- B. A brief history of the firm and the range of services offered.
- C. The age of the firm, the total number of years of experience providing architectural services for projects similar to this facility within the past five (5) years minimum.
- D. Facility design schedule and financial documents regarding the architectural and engineering costs and fees for the professional services to be provided.
 - i. Provide an hourly rate fee schedule for staff that are proposed to be connected with the project.

- ii. Provide a proposed schedule of tasks with estimated time and costs associated with each task.
- iii. Total estimated cost for entire project's architectural related design.

Fees for certain activities can be quoted separately such as for coordination with consultants as described above. There is no requirement for a cost estimate for any construction aspect of the proposed project.

- E. Include illustrative drawings of three (3) floor and site plans of similar type projects the firm has designed, along with renderings and/or photographs of completed projects. Include any other information that would aid in the evaluation of the designs such as costs, material used, energy efficiency, etc. The format shall be 8.5x11 and only include enough material to be illustrative, not complete sets of drawings.
- F. A Management Plan that shall be concise, yet contain sufficient information that provides at least the following information for evaluation:
 - i. The education, training, experience, licensing, and qualifications of members of the firm and key employees for these projects, including the individuals responsible for the performance of the work described herein. Include an organization chart of the key employees that will be involved in the project.
 - ii. How the firm intends to manage their responsibilities and provide energy modeling, value engineering for life cycle costs, cost control, risk identification, and risk mitigation.
 - iii. Proposed project production schedule showing critical dates and other information in sufficient detail for the selection committee to determine the feasibility of the time frames indicated.
 - iv. The experience, qualifications, and expertise of the firm with these types of projects, i.e. interior office work space areas. This should include the firm's technical capabilities and ability to timely perform the services as reflected by the firm's current and projected workload and having adequate personnel, equipment, and facilities.

- v. The plan should also clearly identify the architect's methods for providing architectural services for the project described herein and indicate all firms that the architect anticipates to utilize to provide engineering, landscaping, interior design, acoustic engineering, lighting design and any other services required.
- vi. The names of at least three (3) past clients with projects similar in size and scope who may be contacted for references.
- vii. Accessibility of the architect personnel to OID.
- viii. List and describe any litigation, arbitration, or other alternative dispute resolution proceedings the architect has been involved in with an owner within the past five (5) years.
- ix. List and describe any actions taken by a regulatory agency against the architect or its agents or employees with respect to any work performed.
- x. To be considered responsible to the requirements of the RFQ, the architect shall provide verifiable evidence that the firm, personnel, and associated consultants are appropriately licensed by the State of California and meet all the requirements and qualifications described herein. OID reserves the right to request additional information which, in its sole opinion, is necessary to assure that the architect's competence, business organization, and financial resources are adequate to perform the work described herein.
- xi. Provide a list of projects currently under contract.
- xii. Provide any other pertinent information regarding qualifications and performance data requested by OID.

OID reserves the right to accept or reject all submittals from architects.

6. EVALUATION CRITERIA AND SELECTION

OID will evaluate each RFQ submitted based on responsiveness to the project's needs. OID will take into account the estimated value, the project scope and complexity, as well as the professional nature of the services to be rendered.

OID evaluation criteria shall include:

- A. Competence to perform the services as reflected by technical training and education, general experience, experience in providing the required services, and the qualifications and competence of persons who would be assigned to perform the services.
- B. Ability to perform the services as reflected by workload and the availability of adequate personnel, financial resources, equipment, and facilities to perform the services expeditiously.
- C. Past performance as reflected by the evaluations and references of others who have retained the services of the architect with respect to factors such as control of costs, quality of work, and an ability to meet deadlines.
- D. Experience, qualifications, and ability to perform required design tasks.
- E. Personnel accessibility of architectural firm to OID.
- F. Experience with the various methods of construction and scheduling.
- G. Costs, durability, energy efficiency, etc. of prior designs.
- H. Interview presentation.

It is anticipated that OID Management staff along with Giuliani & Kull, Inc. staff will interview the top five (5) firms and narrow that number down to three (3) candidate firms. The OID Board of Directors will appoint a subcommittee of two Board members to partake in the interviews of these three candidate firms and make a recommendation to the full Board. The firm or individual will be required to enter into and conform to all applicable sections of the OID Professional Services Agreement (Exhibit "C"). This contract shall be negotiated and presented to the Board of Directors to be approved by formal Board action.

The submission and review of the Request for Qualifications does not constitute an agreement or contract with OID, or any other entity, and reserve the right to not enter into any agreement with any architect. There is no expressed or implied obligation for the OID to reimburse responding firms for any expenses incurred in the preparation,

submission, responses, interviews or any other tasks associated with this RFQ whether or not the firm is selected. The District will respect the copyrights of all the submitted layouts and documents.

7. REQUEST FOR QUALIFICATIONS SUBMISSION

Three (3) paper copies of the Request for Qualifications and a USB flash drive with a copy of the document shall be addressed and delivered in a sealed envelope to Oakdale Irrigation District, Attention: Jason R. Jones, 1205 East F Street, Oakdale, CA 95361. Documents shall be received until 2:00 pm on May 1, 2019. Any document received after that time and date will not be opened or considered, and will be returned to the bidder.

8. IDENTIFICATION OF REQUEST FOR QUALIFICATIONS

Documents shall be submitted in a sealed envelope with the architect's name, address, and telephone number clearly marked on the cover. The lower left corner of the sealed envelope shall read as follows:

Statement of Qualifications For Architectural Services

9. REQUEST FOR INFORMATION REGARDING REQUEST FOR QUALIFICATIONS

Discrepancies in, and/or omissions from this Request for Qualifications Documents, or questions as to their meaning shall be immediately brought to the attention of the Oakdale Irrigation District by submission of a written request for an interpretation or correction. Such written requests must be submitted no later than 2 p.m. on April 10, 2019. To the extent that a question causes a change to any part of this RFQ, an addendum shall be issued addressing such. Addendums will be posted on the OID website by 2 p.m. on April 15, 2019.

Such submission, if any, must be sent to:

Oakdale Irrigation District

Jason Jones, jjones@oakdaleirrigation.com

Giuliani & Kull, Inc.

Nick Prichard, nprichard@gkenigneers.com

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 14
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO REPLACE THE ASSISTANT GENERAL MANAGER POSITION WITH A SAFETY COORDINATOR POSITION

RECOMMENDED ACTION: Approve the Replacement of the Assistant General Manager's Position with a Safety Coordinator Position

BACKGROUND AND/OR HISTORY:

The responsibility of OID's safety program has always been blended with the duties of another full time position. Previously a SCADA Technician had these responsibilities. At the beginning his time was 75/25 SCADA/Safety. In just a matter of a few years that ratio evolved to 20/80 SCADA/Safety and it was still insufficient time to meet all the legal/regulatory compliance mandates coming from both State and Federal government. The SCADA-Safety Coordinator eventually accepted employment at a Professional Safety Training and Compliance Company. The strong programs created by this individual during his tenure at OID made it easy at the time to assign the Safety duties to OID's Support Services Manager, who also was familiar with workplace safety and training from his prior experiences. He has administered OID's safety program for the last 5 years.

In discussions with ACWA/JPIA staff, specifically Robin Flint, Senior Risk Control Officer, for the geographical complexity and diverseness of work performed at OID, OID needs a full-time Safety Coordinator on staff. OID's EMOD is 0.9 and reflective of a good safety environment for its workers, and we wish to keep it so and are recommending to the Board the amendment of the district's manpower budget to create this position. The dropping of the AGM's budgeted position for 2019 with some other budget changes should make this a revenue neutral transition.

Upon the Board's approval of replacing the Assistant General Manager's position with a Safety Coordinator Position, Staff will develop a position description and establish a pay scale and bring this information back to the Board for approval. This latter approval, must occur at a "regularly scheduled" Board Meeting.

FISCAL IMPACT: Minimal if any

ATTACHMENTS:

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 2, 2019
Item Number: 15
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN EMPLOYMENT AGREEMENT AND APPOINT AN INTERIM GENERAL MANAGER FOR THE TRI-DAM PROJECT AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE CONTINGENT UPON APPROVAL BY SSJID'S BOARD OF DIRECTORS ON JULY 9, 2019

RECOMMENDED ACTION: Approve Employment Agreement and Appoint an Interim GM at TDP and Authorize the General Manager to Execute

BACKGROUND AND/OR HISTORY:

At the Special Tri Dam Board meeting of July 2, 2019, an Employment Agreement was approved by the TD Board for execution by an Interim General Manager candidate. This candidate, whose name will be released during this meeting, was vetted by the two Boards at the Tri Dam meeting on June 20th. The knowledge, skills and abilities of this candidate are known to both Boards and determined to be more than adequate to perform as the Interim GM at Tri Dam.

FISCAL IMPACT: The budget for the existing GM position is adequate to cover the IGM position until the end of the year.

ATTACHMENTS: None

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



DISCUSSION ITEMS

**BOARD MEETING OF
JULY 2, 2019**

DISCUSSION ITEM

Date:	July 2, 2019
Item Number:	16
APN:	N/A

SUBJECT: DISCUSSION REGARDING PG&E WILDFIRES OUTAGES AND WHAT THAT MEANS FOR OID'S OPERATIONS

BACKGROUND AND DISCUSSION:

Upon reading the Attachments, the "potential" for prolonged periods of no electrical power does exist at OID. A bullet listing of what a 2-3 day outage of no power would mean to OID and its operations is included below:

- OID has no stand-alone back-up power supply to operate its headquarters facility.
- OID's server, computers and phone systems would be inoperable within the first hour.
 - No computers = no Payroll processing, water billing or materials purchasing.
 - No server = no DSO access to rotation sheets or landowner information, ability to input/update water delivery data.
- Minimal Auto Shop capacity to service vehicles
- Minimal Warehouse work
- No Welding Shop work
- No automatic yard gates or security cameras
- No fuel pump services on-site
- Office and Shop employees with no essential function to perform at work would be sent home with pay.
- A majority of the SCADA controls for canal and lateral gate facilities operate locally on solar. However, without power to the radio towers, Total Channel Control operations would be suspended and there would be no ability to monitor the SCADA sites or make any operational changes remotely.
- Little Johns Creek diversion slide gates on the North Main Canal and the North Main Regulating Reservoir outlet slide gates would have to be manually operated.
- No deep wells would be operable.
- No domestic water wells = no water service to homes within the Domestic Water Improvement Districts.
 - OID has limited standby generation within its Rural Water System thus providing limited service.
- Magnacide applications would have to cease.

ATTACHMENTS: None

Board Comments:



**Pacific Gas and
Electric Company**

RECEIVED

JUN 12 2019

OAKDALE ID

June 7, 2019

*****AUTO**5-DIGIT 95361
583132 25 268 T1117 P1
Oakdale Irrigation District
Or Current Occupant
1205 E F St
Oakdale, CA 95361-4112



**Important Customer
Message: Prepare for
power outages and help
us reach you. Please visit
pge.com/mywildfirealerts
to update your contact
information today.**

RE: Important Message: Take Action Today to Prepare for Public Safety Power Outages

Dear Valued Customer:

Given the growing threat of extreme weather, we want all of our customers to be prepared for power outages. If extreme fire danger conditions threaten a portion of the electric system serving your community, it will be necessary for us to turn off electricity in the interest of public safety. This is called a Public Safety Power Shutoff.

What you need to know about Public Safety Power Shutoff

- Before any Public Safety Power Shutoff, we carefully review a combination of criteria such as predictions of strong winds and very low humidity levels, along with critically dry vegetation and on-the-ground observations from field crews.
- Because the energy system relies on power lines working together to provide electricity across cities, counties and regions, your power may be shut off, even if you do not live or work in an area experiencing high winds or other extreme weather conditions. This is done for the safety of all communities and customers.
- When we need to turn off your power, we will attempt to contact you in advance by phone, text and email, and provide updates through social media, local news, radio and the pge.com website.
- We expect to be able to visually inspect the system for damage and restore power to most of our customers within 24 to 48 hours after extreme weather has passed. Because extreme weather can last several hours or days, for planning purposes, we suggest customers prepare for outages that could last longer than 48 hours.

**Attend a Wildfire
Safety Open House**

To learn more about how to stay safe and about Public Safety Power Shutoffs, including details on upcoming **regional open houses and informational webinars**, please visit pge.com/wildfiresafety.

How to better prepare

We know how much our customers rely on electric service and want to work together to help you prepare for power outages related to extreme weather and wildfire threats. Here are some important steps you can take today:

- **Update your contact information by visiting pge.com/mywildfirealerts or call 1-866-743-6589** during normal business hours. We will use this information to alert you through automated calls, texts and emails, when and where possible, prior to a Public Safety Power Shutoff.
- **Plan for medical needs** like medications that require refrigeration or devices that need power.
- **Identify backup charging methods** for phones and keep hard copies of emergency numbers.
- **Build or restock your emergency kit** with flashlights, fresh batteries, first aid supplies and cash.
- **Know how to manually open your garage door.**

For more information on our wildfire safety efforts and Public Safety Power Shutoffs, including details on upcoming **open houses and informational webinars in your region**, please visit pge.com/wildfiresafety.

Sincerely,

PG&E Community Wildfire Safety Team

Public Safety Power Shutoffs in Stanislaus County

Wildfires are a real and growing threat in many areas of California. Energy companies may temporarily turn power off to fire prone areas during extreme weather as a safety precaution. This is known as a *Public Safety Power Shutoff*. While Public Safety Power Shutoffs are more likely to occur in high fire-risk areas, all Californians could be impacted by emergency events. Stanislaus County residents need to be prepared.

The first step is to identify who provides power in your area. You may be covered by Pacific Gas and Electric Company (PG&E), Modesto Irrigation District (MID) or Turlock Irrigation District (TID) if you live in Stanislaus County. Therefore, the county encourages residents to direct questions to their provider to find out more about plans and specific instructions for residents, including how the energy company will warn you in case of a shutoff in your area. Here are some additional details from our local energy companies.

PG&E

What to Expect

The decision and action to turn off power is made by each energy company and is based on a combination of factors. These include high winds (including Red Flag Warnings declared by the National Weather Service), low humidity, dry vegetation and conditions on the ground. Power outages could last multiple days, depending on the severity of weather conditions and other factors, so it is important for everyone to have an emergency plan in place.

Energy companies will aim to send early warning notifications via phone calls, text alerts, emails and other means before turning off power. PG&E is working with customers to ensure they have updated contact information on file to reach customers before, during, and after a Public Safety Power Shutoff. You may also find information on their website and social media channels as well as local news and radio outlets.

Community Wildfire Safety Program

PG&E's Community Wildfire Safety Program (CWSP) is designed to reduce the risk of wildfires across its service area. The devastating 2017 and 2018 wildfires have made it overwhelmingly clear that more must be done to adapt and address the threat of wildfires and extreme weather with greater urgency. PG&E's CWSP includes real-time monitoring and intelligence capabilities, new and enhanced safety measures and hardening our electric system. For more information about the CWSP and a link to the California Public Utilities Commission High Fire Threat Map visit

www.pge.com/wildfiresafety.

Safety Tips

Here are some steps to help you prepare for extreme weather and Public Safety Power Shutoff events:

- **Update contact information** with PG&E by visiting www.pge.com/wildfiresafety

- **Sign up** for important outage alerts at pge.com/mywildfirealerts
- **Identify backup charging methods** for phones and keep hard copies of emergency numbers
- **Plan for any medical needs** like medications that need to be refrigerated or devices that require power
- **Plan for the needs of pets and livestock**
- **Build or restock emergency kits** with flashlights, fresh batteries, first aid supplies and cash
- **Designate an emergency meeting location**
- **Know how to manually open garage doors**
- **Ensure any backup generators are ready to safely operate**
- **Identify the unique needs of your family and loved ones in the area for your emergency plan**

For more information on wildfire season preparation and Public Safety Power Shutoffs, visit prepareforpowerdown.com

MID

Modesto Irrigation District's electric system operates separately from PG&E's, so any PG&E power outage – including a PG&E Public Safety Power Shutoff – most likely won't directly affect MID customers. While a small portion of MID's service territory (Ripon, Riverbank, Escalon, Oakdale, Mountain House) overlaps or closely borders PG&E's, MID's infrastructure isn't located within high fire threat areas.

While MID doesn't anticipate preemptive power shutoffs to customers due to local wildfire-related issues, California wildfires could possibly cause regional or statewide power supply constraints that would affect MID's ability to serve their customers. Public safety is always a priority. In a rare event that MID is forced to conduct weather or wildfire issue-related power shutoffs, they will alert their customers via MID's web site, social media channels, news media and their community partners.

TID

Turlock Irrigation District continually monitors, revises and expands their wildfire safety efforts throughout their service territory and beyond. The majority of their service area is not designated as a high fire threat area, nor is it likely to present the combination of criteria that may necessitate the use of Public Safety Power Shutoffs. Even the District operations in the eastern and western most points of their service territory that are in High Fire Threat areas, are not anticipated to require the use of PSPS.

While the risk of wildfires is low in the TID service area, a public safety power shutoff could impact local communities just outside the TID service area. Even if the power is shutoff to a nearby city outside the TID service area, this is not likely to affect the

distribution of power within the TID service area. TID controls both the transmission and distribution on the lines within our District. As a Balancing Authority, the district has put in place the resources and internal generation capabilities to reliably provide power in any matter of circumstances.

Questions?

PG&E: 1-877-295-4949, or email wildfiresafety@pge.com with questions.

MID: 209-526-7390 or 209-526-7454 or email publicaffairsmail@mid.org. Information can also be found online at www.mid.org

TID: 209-883-8222 or email info@tid.org. www.tid.org/wildfire



COMMUNICATIONS

BOARD MEETING OF JULY 2, 2019

Oakdale Irrigation District 2019 Water Budget Tracking Sheet Thru May 2019

Tri-Dam Diversions				
	Actual (17/18 yr) ₁	Historical Avg. ₂	Yr. to Yr. Diff.	
October (previous year)	15,276	10,746	680	
March	3,561	4,780	(2,068)	
April	10,076	21,210	5,307	
May	32,977	37,841	(11,447)	
June	37,143	40,547		
July	42,947	47,961		
August	37,982	45,815		
September	27,419	34,571		
Total Use	207,382	243,471	(7,530)	

As of June 1, 2019		Acre Feet
2019 Allocation (w/ formula and conservation account water)		300,000
October 1, 2018 thru May 31, 2019 water use		54,361
Estimated June 1 st thru October 1 st water use (Based on Tri-Dam historical avg)		168,894
Total projected water use October 1st to September 30th (Based on Tri-Dam historical avg)		223,255
OID Water Sales		0
OID water lost to Federal Government on September 30, 2019		76,745

Evapotranspiration (inches)			
	2018	2019	Yr. to Yr. Diff.
October (17, 18 respectively)	3.90	3.79	(0.11)
March	2.88	3.25	0.37
April	4.79	5.08	0.29
May	6.85	5.62	(1.23)
June	8.28		
July	9.46		
August	7.69		
September	5.85		
Total ET	49.70	17.74	-0.68
			48.41

Notes:

1. TriDam Diversion figures are preliminary and have yet to be approved by USGS.
2. "Historical Avg." Tri-Dam Diversions are based on a 37 year average (1982-2018).



MEMORANDUM

To: SJTA Managers
From: O'Laughlin & Paris
Re: SJTA Monthly Meeting: June 5, 2019

On June 5, 2019, the SJTA held a monthly meeting to discuss budget, administration and current issues. Below is a summary of the meeting.

1. **Budget:** Michael Clipper presented the SJTA Year-to-Date Budget.
2. **SJTA Invoices:** Invoices for May 2019 consisted of attorneys' fees from O'Laughlin and Paris, LLP and Van Ness Feldman, the latter of which is assisting the SJTA in advocating for EPA disapproval of the revised Bay-Delta Plan for Phase I. Payment of all invoices was approved by a vote of managers.
3. **WQCP/SED:** Updates were provided on (1) the SJTA's Complaint/Petition in the coordinated cases against the State Water Board challenging the revised Bay-Delta Plan, (2) the Petitions/Complaints filed by the United States against the State Water Board in State and Federal Court, and (3) the status of the efforts to persuade EPA to disapprove the revised Bay-Delta Plan.
4. **Voluntary Agreements:** A status update was provided on the Voluntary Agreement process. Several documents have recently been circulated for comments, including a draft governance document, a draft Science Program report, and the State Team's "Perspectives on Critical Path Issues." The next VA Plenary meeting is scheduled for June 25.
5. **SWB Wetlands Complaint:** An update was provided on the SJTA's Petition/Complaint filed against the State Water Board challenging the Board's expansion of the definition of wetlands. The SJTA and the SWB are in the process of drafting a stipulation to stay the matter until the Board's actions are reviewed by the Office of Administrative Law.

Board Member Liability Issues

CSDA Workshop Governance Best Practices

June 19, 2019

Modesto, California



Board Member Liability Issues

Presented By

Dennis Timoney, ARM
SDRMA Chief Risk Officer



Dennis supervises the SDRMA Property/Liability and Workers' Compensation claims operations. In addition, Dennis provides Safety and Risk Management training to Member agencies.

Currently there are 509 Member agencies in the Property/Liability Program and 442 Member agencies in the Workers' Compensation Program.



Board Member Liability Issues

California Government Code

61040. (a) A legislative body of five members known as the board of directors **shall** govern each district. The board of directors **shall** establish policies for the operation of the district. The board of directors **shall** provide for the implementation of those policies which is the responsibility of the district's general manager.

(e) A member of the board of directors shall not be the general manager, the district treasurer, or any other compensated employee of the district, except for volunteer firefighters as provided by Section 53227.



Board Member Liability Issues

California Government Code

§ 61043.

(a) Within 45 days after the effective date of the formation of a district, the board of directors shall meet and elect its officers. Thereafter, within 45 days after each general district or unopposed election, the board of directors shall meet and elect the officers of the board of directors. A board of directors may elect the officers of the board of directors annually.

(b) The officers of a board of directors are a president and a vice president. The president shall preside over meetings of the board of directors and the vice president shall serve in the president's absence or inability to serve.

(c) A board of directors may create additional offices and elect members to those offices, provided that no member of a board of directors shall hold more than one office.



Board Member Liability Issues

California Government Code

§ 61045

(e) The board of directors shall keep a record of all its actions, including financial transactions.

(f) **The board of directors shall adopt rules or bylaws for its proceedings.**

(g) The board of directors shall adopt policies for the operation of the district, including, but not limited to, administrative policies, fiscal policies, personnel policies, and the purchasing policies required by this division.



Board Member Liability Issues

California Government Code

61047(e) For the purposes of this section, a "day of service" means any of the following:

(2) Representation of the district at a public event, **provided that the board of directors has previously approved the member's representation at a board of directors' meeting** and that the member delivers a written or oral report to the board of directors regarding the member's representation at the next board of directors' meeting following the public event.

(5) Participation in a training program on a topic that is directly related to the district, provided that the board of directors has previously approved the member's participation at a board of directors' meeting, and that the member delivers a written or oral report to the board of directors regarding the member's participation at the next board of directors' meeting following the training program.



Board Member Liability Issues

California Government Code

Establishing Liability:

§ 815.

Except as otherwise provided by statute:

(a) A public entity is not liable for an injury, whether such injury arises out of an act or omission of the public entity or a public employee or any other person.

(b) The liability of a public entity established by this part (commencing with Section 814) is subject to any immunity of the public entity provided by statute, including this part, and is subject to any defenses that would be available to the public entity if it were a private person.



Board Member Liability Issues

California Government Code

§ 815.3

If the trier of fact determines that the act or omission arose from and was directly related to the elected official's performance of his or her official duties, the public entity shall be liable for the judgment as provided by law. However, acts or omissions constituting sexual harassment shall not be deemed to arise from, and to directly relate to, the elected official's official duties.



Board Member Liability Issues

California Government Code

§ 815.3 (f) It is the intent of the Legislature that elected officials assume full fiscal responsibility for their conduct which constitutes an intentional tort not directly related to their official duties committed for which the public entity they represent may also be liable, while maintaining fair compensation for those persons injured by such conduct.



Board Member Liability Issues

California Government Code

§ 820.9 Statutory Immunity

Members of city councils, mayors, members of boards of supervisors, members of school boards, members of governing boards of other local public entities, members of locally appointed boards and commissions, and members of locally appointed or elected advisory bodies are not vicariously liable for injuries caused by the act or omission of the public entity or advisory body.

Nothing in this section exonerates an official from liability for injury caused by that individual's own wrongful conduct.



Board Member Liability Issues

Brown Act

In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.



Board Member Liability Issues

Brown Act

(b)(1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.





SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY



Trusted Risk Management • WWW.SDRMA.ORG • 800.537.7790

Questions?

For further information, please contact
Dennis Timoney at dtimoney@sdrma.org or
800.537.7790



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RECEIVED

JUN 24 2019

OAKDALE ID

June 21, 2019

VIA EMAIL & USPS

Kevin Phillips, Interim General Manager
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Paradise, CA 95969

Sean Earley, General Manager
Richvale Irrigation District
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Richvale, CA 95974

Rath Moseley, General Manager
South Feather Water & Power Agency
2310 Oro Quincy Highway
Oroville, CA 95966

Eugene Massa, Jr., General Manager
Biggs-West Gridley Water District
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Gridley, Ca 95948

Steve Knell, General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 953661

Tim O'Laughlin, Esq.
O'Laughlin & Paris, LLP
2617 K Street, Suite 100
Sacramento, CA 95816-5164

Re: *Paradise Irrigation District, et al. v. Commission on State Mandates, et al.*

Dear Clients:

Today we received notice that the California Supreme Court denied our Petition for Review in the *Paradise Irrigation District, et al., v. Commission on State Mandates et. al.* matter (attached). The denial, as is typical, is conclusory and does not provide any insight into why the Court denied review. The outcome is that the California Supreme Court will not hear the case, and the decision of the Third District Court of Appeal will become final. Because our allegations arise under California statutes and the California Constitution, we do not see a basis to seek review by the United States Supreme Court.

With your support we doggedly pursued this matter for a number of years, first at the Commission on State Mandates, next at the Sacramento Superior Court, the Third District Court of Appeal, and finally, the California Supreme Court. We believe the Appellate Court's decision, and the Supreme Court's failure to reverse that decision, leaves our special district clients, and all others across the state, vulnerable to demands from the state to implement state mandated

To: Clients
Re: *Paradise Irrigation District, et al. v. Commission on State Mandates, et al.*
Date: June 21, 2019
Page 2

programs or higher levels of service at the districts' own cost, which is contrary to the intent of the voters expressed through Article XIII B of the California Constitution.

It is not difficult to imagine a scenario in which a district is faced with a state mandated program or new level service, yet unable to fund the mandate because the state has provided no subvention of funds, and the district's ratepayers have, pursuant to Proposition 218, rejected the fee, charge, or assessment proposed to fund the mandate. Such a scenario would leave the district in the 'impossible' situation of being forced to choose between failing to implement the mandate - which may be unlawful; or cannibalize funds from another source - which may violate the provisions of Proposition 218. Such a scenario may, however, also present a viable legal claim that would enable a second legal attack on this vexatious issue. We will stay attuned to facts and circumstances that may allow us to present this claim and ask that you do the same.

Thank you for your support during this process. Please do not hesitate to contact us with further questions.

Very truly yours,

MINASIAN, MEITH,
SOARES, SEXTON & COOPER, LLP

By:



ANDREW J. McCLURE

AJM/ast

SUPREME COURT
FILED

JUN 19 2019

Court of Appeal, Third Appellate District - No. C081929

Jorge Navarrete Clerk

S255512

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

PARADISE IRRIGATION DISTRICT et al., Plaintiffs and Appellants,

v.

COMMISSION ON STATE MANDATES, Defendant and Respondent;

DEPARTMENT OF WATER RESOURCES et al., Real Parties in Interest and
Respondents.

The petition for review is denied.

CANTIL-SAKAUYE

Chief Justice



CLOSED SESSION ITEMS

BOARD MEETING OF JULY 2, 2019