



REVISED
2/21/2025
9:40 AM

AGENDA
REGULAR BOARD MEETING

Board Room
3707 Old Highway 395
Fallbrook, CA 92028

Tuesday, February 25, 2025
1:00 P.M.

- 1. CALL TO ORDER**
- 2. ROLL CALL: Hamilton, Mack, Townsend-Smith, Hoffman, Irvine**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA**
- 5. APPROVAL OF THE AGENDA**
- 6. PUBLIC COMMENT**

Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of Rainbow Municipal Water District; however, any matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the Agenda, if a request to make a public comment is received, an opportunity will be given to address the Board when the matter is considered.

Members of the public may make comments in person by submitting a Speaker Slip to the Board Secretary, virtually through virtual or teleconference options, or by submitting an email to tquintanar@rainbowmwd.ca.gov no less than one hour prior to the posted start time of the meeting. Comments shall be made in an orderly manner, and profanity, slander, or abusive language which is disruptive to the meeting will not be tolerated. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.

- 7. COMMITTEE MEETING SUMMARIES**
 - A. Budget and Finance Committee
 - B. Engineering and Operations Committee
 - C. Communications and Customer Service Committee

- 8. CONSENT CALENDAR**

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Calendar, it shall be removed so that it may be acted upon separately.

- A. Approval of January 28, 2025, Regular Board Meeting Minutes

- B. Adopt a Resolution Fixing the Time and Place of Hearing and Meeting on Proposed Water Availability Charges for Improvement District No. 1
- C. Adopt a Resolution Establishing Individuals with Check Signing Authority

9. ACTION ITEMS

- A. Consider Appointment of a Treasurer
- B. Consider Fiscal Year 2024-25 Mid-Year Operating and Capital Budget Adjustments
- C. Consider Authorizing the General Manager to Enter Into a Mutual Services Agreement Between Rainbow Municipal Water District, Fallbrook Public Utilities District, Valley Center Municipal Water District, and Yuima Municipal Water District
- D. Consider Approval of an Agreement with Specialty Mowing Services, Inc. for Weed Abatement and Brush Clearing Services at District Facilities (Districtwide)
- E. Consider Approval of an Agreement with The Perrault Corporation for Materials Processing Services at District Headquarters (Division 4)
- F. Consider Approval of an Agreement with Dexter Wilson Engineering, Inc. for the Design of the Gopher Pump Station Project (Division 1)
- G. Consider the Appointment of Julie Johnson as a Public Designee to the California Special District's Association Finance Corporation Board (CSDAFC)
- H. Consider Adoption of a Resolution Authorizing Staff to Obtain Federal Financial Assistance Provided by the Federal Department of Homeland Security and Subgranted Through the California Governor's Office Of Emergency Services (CALOES)

10. INFORMATION ITEMS

- A. Operations Report
- B. Engineering Report
- C. Administrative Services Report
- D. Finance Report

11. REPORTS & COMMENTS

This is placed on the agenda to enable individual Board members, Legal Counsel, and the General Manager to convey information to the Board and the public. There is to be no discussion or action taken by the Board of Directors.

- A. General Manager's Report
- B. Legal Counsel's Report
- C. Board Member Comments
- D. Board Reports
 - 1. CSDA
 - 2. LAFCO
 - 3. Eastern MWD
 - 4. ACWA
 - 5. Committees, Workshops, Seminars, Training

12. REQUESTS TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS

13. SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING

14. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS - Government Code §54957.6 and §54957 Agency Designated Representatives Jake Wiley and Karleen Harp; labor negotiations for: Rainbow Employee Association, Rainbow Association of Supervisor and Confidential Employees, Rainbow Exempt Employees

15. ADJOURNMENT - To March 25, 2025, at 1:00 p.m.

ATTEST TO POSTING:

/s/Terese Quintanar
Terese Quintanar
Secretary of the Board

2/21/2025 9:40 AM
Date and Time of Posting
Outside Display Cases

Rainbow Municipal Water District (RMWD) provides remote attendance options solely as a matter of convenience to the public. RMWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the Zoom or call-in line listed on the agenda. We encourage members of the public to attend meetings in person at 3707 Old Highway 395, Fallbrook, CA 92028, or remotely utilizing the options below:

For Online Participation:

Go to: <https://rainbowmwd.zoom.us/j/85664315900>

If members of the public attending virtually would like to ask a question or make a comment on any item listed on this agenda, please utilize the "Raise Hand" button, located at the bottom of the screen. We will be alerted that they would like to speak. When called upon, please unmute the microphone and ask the question or make comments in no more than three minutes.

For Call-in Only:

Call: (669) 900-6833, or (669) 444-9171, or
(309) 205-3325, or (312) 626-6799, or
(564) 217-2000, or (689) 278-1000
Meeting ID: 856 6431 5900

*Those who have joined by dialing a number on their telephone, can dial *9 to alert us of a request to speak, and *6 to unmute, once called upon by the presiding officer.*

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the District's Administrative offices not less than 72 hours prior to the meeting date and time above. Meetings are regularly held at 1:00 p.m. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the District Secretary, 3707 Old Highway 395, Fallbrook, CA 92028

If you have special needs because of a disability that makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact the District Secretary (760) 728-1178 by at least noon on the Friday preceding the meeting. The District will attempt to make arrangements to accommodate your disability.

BOARD INFORMATION

Item No. 7

BOARD OF DIRECTORS

SUBJECT

COMMITTEE MEETING SUMMARIES

DESCRIPTION

A verbal update will be provided at the meeting regarding meeting topics most recently discussed by the District's Standing Committees:

- A. Budget and Finance Committee
- B. Engineering and Operations Committee
- C. Communications and Customer Service Committee



Jake Wiley, General Manager

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
JANUARY 28, 2025**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on January 28, 2025, was called to order by President Hamilton at 1:00 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. President Hamilton presiding.

2. **ROLL CALL:**

Present: Directors Hamilton, Mack, Townsend-Smith, Hoffman, and Irvine

Also Present: General Manager Wiley, Legal Counsel Smith, District Secretary Quintanar, Engineering and CIP Program Manager Williams, Administrative Services Manager Harp, Information Technology Manager Khattab, Construction and Meters Supervisor Lagunas, Member Nelson, Administrative Analyst Weber, Chief Operations Manager Gutierrez, Wastewater Superintendent Zuniga, Billing Specialist Kilmer, Water Operations Supervisor Coffey

**Also Present in Person,
Via Teleconference or**

Video Conference: Safety and Risk Management Officer Johnson, Sr. Project Manager Tamimi, Administrative Assistant Montano, Administrative Analyst Barrow, EMWD Board President Steve Corona, EMWD General Manager Joe Mouawad, EMWD Assistant General Manager Coady, EMWD Senior Advisor for Outreach and Media Relations Roxanne Rountree, Rodney Smith

One member of the public was present.

3. **PLEDGE OF ALLEGIANCE**

4. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**

There were no changes requested.

5. **APPROVAL OF THE AGENDA**

Motion: *To approve the Agenda as presented.*

Action: *Approve, Moved by Director Mack, Seconded by Director Townsend Smith*

Vote: *Motion carried by unanimous vote (summary: Ayes = 5)*

Ayes: *Directors Hamilton, Townsend-Smith, Mack, Hoffman, and Irvine*

6. **PUBLIC COMMENT**

There were none.

7. EMPLOYEE RECOGNITIONS

- A. Katherine Kilmer – 5 Years
- B. Luke Johnson - Completion of the JPIA Operations Certification Program

General Manager Wiley congratulated Billing Specialist Katherine Kilmer on reaching her five-year milestone with the District and expressed his appreciation for her happy disposition and excellent work.

Mr. Wiley also recognized Safety and Risk Management Officer Luke Johnson for completing ACWA JPIA’s Supervisor Basics training, his second ACWA JPIA Certification in a short time with the District. He expressed appreciation for Luke’s dedication to keeping staff safe and continuing to learn and gain expertise in the field.

8. EASTERN MUNICIPAL WATER DISTRICT PRESENTATION

Eastern Municipal Water District (EMWD) Board President Steve Corona expressed gratitude to Rainbow Municipal Water District’s (Rainbow) staff and ratepayers for their confidence during the detachment and reorganization process. He highlighted EMWD’s growing involvement in agriculture and expressed enthusiasm about the partnership with this District and the Fallbrook Public Utilities District (FPUD), anticipating a positive future for both Districts and their customers.

EMWD General Manager Joe Mouawad relayed appreciation for the opportunity to commemorate the significant milestone of this partnership. He shared that this year marks EMWD's 75th anniversary, founded in the Hemet/San Jacinto Valley to serve agriculture and dairy primarily. Since 1950, EMWD has grown into the sixth-largest water agency in the State, remaining committed to its mission of providing reliable, resilient water supplies to all retailers and customers. In addition, Rainbow, FPUD, and EMWD are fortunate that the existing infrastructure is uniquely aligned, enhancing the opportunity to offer water at the lowest possible cost. He emphasized the significance of Rainbow’s involvement on the Metropolitan Water District (MWD) Board, as it ensures that the District’s priorities are heard, and he highlighted the importance of ongoing coordination to foster communication and understanding. To mark this historic occasion, EMWD presented the District with a plaque of the newly aligned service area.

General Manager Wiley expressed his gratitude for the partnership and his enthusiasm for regular communication in the future, which will include members of our Boards of Directors and agency staff.

Following a brief pause of the meeting, President Hamilton presented Directors Hoffman and Irvine with a Challenge Coin, a tradition of Rainbow to welcome our new staff and Board members. The custom-made Challenge Coin was designed by our very own staff members. As is tradition, he shook their hands and welcomed them aboard.

9. COMMITTEE MEETING SUMMARIES

- A. Budget and Finance Committee
- B. Engineering and Operations Committee
- C. Communications and Customer Service Committee

Mr. Nelson reported on the January 7, 2024, Engineering and Operations Committee Meeting. One action at that meeting was to recommend the formal Board appointment of Julie Johnson to the Committee. The Committee also received information on the Gopher Canyon Pipeline and Repaving

DRAFT

DRAFT

DRAFT

Project, which was completed at less than 50 percent of the approved budget. He concluded by relaying kudos to District staff.

Mr. Wiley reported that Rainbow topped the million-dollar mark in funding for the CropSWAP program, which is a program for reinvestment in agriculture for our customers to swap plants or rootstalk with more efficient and resilient varieties for water savings, through over 80 approved projects in our service area. Some projects are currently on a waitlist, but staff anticipates approval of funding for these remaining projects in the next several months. This was funded through a \$5M grant received through the State Department of Water Resources. Initially, Rainbow was allotted \$200,000 portion and the opportunity for a first-come-first-served portion of another \$1.25M.

President Hamilton mentioned that on December 17, 2024, the Communications and Customer Service Committee acted to recommend Julie Johnson be formally appointed to that Committee.

10. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Calendar, it shall be removed so that it may be acted upon separately.

- A. Approval of October 30, 2024, Special Board Meeting Minutes
- B. Approval of November 19, 2024, Special Board Meeting Minutes
- C. Approval of December 10, 2024, Regular Board Meeting Minutes
- D. Notice of Completion and Acceptance of Infrastructure for Provence at the Havens Phase 1a-1 Development (Division 1)
- E. Notice of Completion and Acceptance of Minor Facilities Constructed by Customers (Districtwide)

Motion: To approve the Consent Calendar as presented: Minutes of October 30, 2024, November 19, 2024, December 10, 2024, Notice of Completion and Acceptance of Infrastructure for Provence at the Havens Phase 1a-1 Development, and Notice of Completion and Acceptance of Minor Facilities Constructed by Customers

Action: Approve, Moved by Director Irvine, Seconded by Director Mack

Vote: Motion carried by unanimous vote (summary: Ayes = 5)

Ayes: Directors Hamilton, Townsend-Smith, Mack, Hoffman, and Irvine

11. ACTION ITEMS

- A. Consider Appointment of Standing Committee Members and Board Representatives and Related Actions, and Adoption of an Ordinance Amending Administrative Code Sections 2.03.010 and 2.06.010

President Hamilton explained the items for consideration and expressed favor in appointing an alternate Board Member to attend Committee Meetings in the absence of regular Board Member appointees. He clarified for Member Nelson that staff alternates will continue to be seated when necessary, and it is the intent for the alternate Board appointees to attend meetings and assume the voting and participation role only in the absence of the regularly appointed Board representative. Mr. Wiley provided additional information about the actions being considered, which included amendments to the Administrative Code, clarification of Board appointment terms, formation of an ad hoc committee, and appointments of committee members and representatives for agencies for which Board Members or staff provide representation. A brief discussion followed concerning committee and agency representation appointments.

Motion: To approve the appointment of Standing Committee Members and Board Representatives and Related Actions, and the Adoption of Ordinance No. 25-01 Amending Administrative Code Sections 2.03.010 and 2.06.010

Action: Approve, Moved by Director Mack, Seconded by Director Hamilton

Vote: Motion carried by unanimous vote (summary: Ayes = 5)

12. PRESENTATIONS

- A. Review of Emergency Response to January 2025 Public Safety Power Shutoffs and Wildfires
- B. Completion of Detachment and Results
- C. Completion of the Gopher Canyon Emergency Pipeline Replacement and Paving Restoration Project

President Hamilton relayed his appreciation for the team’s assistance with the recent emergency response efforts. Mr. Wiley commented on the response to several PSPS events and the relentless efforts of staff. Chief Operations Manager Gutierrez reported about the methods of communication, challenges considered, and steps of preparation completed upon receipt of notice of a PSPS. The goal is to maintain full storage tanks containing quality water. He also explained coordination efforts for additional heli-hydrant locations. No water lines were shut down in the midst of this month’s PSPS in consideration of the potential for firefighting needs.

Earlier this month, the California Water Awareness Response Network (CALWARN) reached out with a mutual aid request in response to the Eaton Fire. With Rainbow MWD’s daily operations and local safety assured, staff assisted with the dewatering of the Meridian Pump Station for the Rubio Canyon Land and Water Association.

Mr. Gutierrez continued to report on the subsequent local Lilac and Pala fires. Mr. Wiley added that there are additional steps we can take to prepare for disasters, such as obtaining additional backup generators, seeking funding for future heli-hydrant sites, installing fire sprinklers at our pump stations and lift stations, managing fuel to mitigate risk around tanks, pump stations, and lift stations, and securing adequate reserve funding.

Director Mack thanked the staff for their diligence and asked if the District has an emergency response flow chart for staff and protocols for documentation for emergency events. Mr. Gutierrez referenced the Hazard Mitigation and Emergency Operations Plans that are in place. Ms. Harp added that roles are assigned as part of our Emergency Operations Center activations and reported about efforts for continuous learning and development. Director Mack suggested providing our customers with our preparedness and emergency staffing backup plans.

General Manager Wiley and Operations Supervisor Coffey provided information related to the systems and operational modifications that have been made as a part of the process for the District’s detachment from the San Diego County Water Authority (SDCWA). For the southern connections, turnouts serving the South Zone were eliminated, and three new pump stations were built and commissioned. Pump Station Capacity Testing was completed, which also resulted in the ability for staff to move water to southern tanks, as needed. The Morro Reservoir chloramination efforts included the addition of in-reservoir mixers which was a successful resolution for optimally maintaining chlorine residuals. Four turnouts were acquired and tied into our SCADA system which enabled control of Turnouts 8 and 9. The SDCWA Exit Fee funding was received on January 7, 2025, and the payment of the remaining balance of \$12.6M will be made on January 30, 2025.

The effective date of detachment was November 1, 2024, two months earlier than budgeted. This resulted in a fixed cost savings of \$803,730. Staff is assessing the District's needs and financial outlook, and will provide information and recommended priorities to the Board during the upcoming budget review process.

Construction and Meter Supervisor Lagunas reported on the Gopher Canyon Emergency Pipeline Replacement and Paving Restoration Project. The replacement pipe was installed in early October and was followed by pipe testing. The paving was completed by a contractor shortly thereafter. Mr. Lagunas provided a breakdown of the components of the \$247,587 total project cost.

The meeting was paused for a break from 3:30 p.m. to 3:40 p.m.

13. INFORMATION ITEMS

- A. Operations Report
- B. Engineering Report
- C. Administrative Services Report
- D. Finance Report

Ms. Harp briefed the Board on the progress of the recruiting efforts to fill the Finance Manager position.

14. REPORTS & COMMENTS

Mr. Smith explained the details of the report included in the meeting packet regarding the required elements of Environmental Impact Reports (EIR) to assess the risk or likelihood of wildfires.

Mr. Wiley reported that the overall snowpack is about sixty-five percent of normal. Reservoirs are in good shape, and several are at above-average levels. Also, an Executive Order was issued today that pauses all Federal grants. This may impact our \$1.6M Environmental Protection Agency (EPA) grant. In February, staff will have information regarding a service agreement for Rainbow's lower yard for the processing of materials. This would involve an outside contractor to process materials and provide materials to the District at no cost. This arrangement will result in non-rate revenue generation. Staff is also working with Fallbrook PUD, Valley Center, and Yuima Water Districts to draft a master agreement for a variety of shared services. The draft agreement will be shared for review in February.

In response to Director Townsend-Smith's request for the utilization of solar power generation, Mr. Wiley relayed that staff also reached out to the Community Choice Aggregation (CCA) for an "opt-out" program. The CCA is an alternative to SDG&E, and is interested in local energy generation contracts of this type. Property information has been exchanged and staff will provide an update when available.

President Hayden reported that the Santa Margarita River Watershed Watermaster Steering Committee met on January 21, 2025.

15. REQUESTS TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS

Conference dates for 2025 were announced, and staff reported that review and consideration of additional agency memberships will be incorporated into this year's budget review.

16. SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING

No requests were made.

17. CLOSED SESSION

The Board adjourned to closed session at 3:57 p.m., to discuss the following items:

- A. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code section 54956.9(d)(2) (3 cases)
- B. CONFERENCE WITH LABOR NEGOTIATORS - Government Code §54957.6 and §54957 Agency Designated Representatives Jake Wiley and Karleen Harp; labor negotiations for: Rainbow Employee Association, Rainbow Association of Supervisor and Confidential Employees, Rainbow Exempt Employees

The Board reconvened to open session at 5:16 p.m., and General Counsel Smith reported that the Board took action in closed session to reject a claim submitted by Carl Bedke for damage to property allegedly caused by water runoff from a main break on Palomar Drive.

18. ADJOURNMENT - The meeting was adjourned at 5:16 p.m. by President Hamilton to February 25, 2025, at 1:00 p.m.

Hayden Hamilton, Board President

Terese Quintanar, District Secretary

CONSENT CALENDAR

Item No. 8.B

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

ADOPT A RESOLUTION FIXING THE TIME AND PLACE OF HEARING AND MEETING ON PROPOSED WATER AVAILABILITY CHARGES FOR IMPROVEMENT DISTRICT NO. 1

BACKGROUND

As part of the annual process for setting the water availability charges for Improvement District No. 1, it is necessary to hold a public hearing on the proposed charges.

DESCRIPTION

The Board will take this opportunity to set a public hearing on the entry of charges and fees for Improvement District No. 1. Upon adoption of the foregoing resolution, the public hearing will be set for June 24, 2025, at 1:00 p.m. at the District Headquarters.

During the public hearing, the Board will consider adoption of an ordinance which establishes water availability charges for all of the Rainbow Municipal Water District Improvement District – Improvement District No. 1 for the fiscal year commencing July 1, 2025, and ending June 30, 2026. The water availability charges remain unchanged from the previous fiscal year.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Government Code Section 54954.6; Water Code Sections 71630, 71631.5, and 71632

Strategic Plan Focus Area Four: Fiscal Responsibility; Fiscally responsible, transparent and sustainable approaches to managing and forecasting the District's finances.

ENVIRONMENTAL

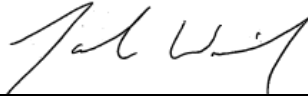
In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

The Assessment provides approximately \$480,000 of revenue to the District. Failure to set the hearing will impact tax revenue.

RECOMMENDATION

Staff recommends the Board of Directors adopt the foregoing resolution, Fixing the Time and Place of the Public Hearing and Meeting on Proposed Water Availability Charges for Improvement District No. 1.



Jake Wiley, General Manager

February 25, 2025

RESOLUTION NO. 2025-xx

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RAINBOW MUNICIPAL WATER DISTRICT
FIXING THE TIME AND PLACE OF HEARING
AND MEETING ON PROPOSED WATER AVAILABILITY CHARGES
FOR IMPROVEMENT DISTRICT NO. 1**

WHEREAS, Sections 54954.6 of the Government Code provides for public hearings prior to adoption of new or increased taxes or assessments; and

WHEREAS, Section 71630 of the Water Code authorizes the Board of Rainbow Municipal Water District to establish in each fiscal year water standby assessments or water availability charges in any portion of the District to which water is made available by the District, whether water is actually used or not; and

WHEREAS, Section 71631.5 of the Water Code provides that the standby assessment of availability charge for an improvement district shall not exceed \$30 per acre per year for each acre of land on which the charge is levied or \$30 per year for a parcel less than one acre; and

WHEREAS, Section 71632 of the Water Code provides that the ordinance fixing a standby assessment or availability charge may be adopted by the Board only after adoption of a resolution setting forth the particular schedule or schedules of charges or assessments proposed to be established by the ordinance and after hearing on said resolution; and

WHEREAS, information and matters have been presented to, and considered by, the Board of Directors regarding the existence, location and financial requirements of the system making water available to lands within Improvement District No. 1; and

WHEREAS, it is deemed necessary and desirable by the Board of Directors that water availability charges be levied on lands within Improvement District No. 1, and that said water availability charges shall be uniform through said areas;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the Board of Directors of the Rainbow Municipal Water District as follows:

1. That the schedule of water availability charges proposed to be established for all areas within Improvement District No. 1 for the fiscal year 2025-2026 shall be as follows:

For each separately assessed parcel of land of one acre or more in size: \$10.54 for each acre and for each fractional part of an acre.

For each separately assessed parcel of land less than one acre in size: \$10.54.

2. That the Charges shall be fixed in said amounts for parcels of land as shown on the last equalized assessment roll of the County of San Diego, State of California. Said charges shall be collected in the same form and manner as county taxes are collected for the fiscal year 2025-2026. Said charges shall be a lien upon the property and shall be of the same force and effect as other liens for taxes and their collection, may be enforced by the same means as provided for the enforcement of liens for state and county taxes.

3. That a public hearing before the Board of Directors of Rainbow Municipal Water District shall be held at 1:00 p.m. on Tuesday, June 24, 2025 at the office of the District, 3707 Old Highway 395, Fallbrook California, 92028 for the purpose of considering the adoption of an Ordinance which will fix and establish said water availability charges.
4. That the Secretary shall cause a notice of the time and place of the hearing to be given by publishing a notice in a newspaper of general circulation, printed, and published within the county, once a week for two successive weeks. Such publication shall occur once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.
5. That the Secretary has caused written notice of the hearing to be mailed, as required by law, to each person to whom a parcel of real property described in the proposed charge is assessed on the last equalized assessment roll. Such notice shall be mailed to the address shown on the last equalized assessment roll or such other address known to the Secretary.
6. That at the time stated in the notice, the Board of Directors shall hear and consider all objections or protests, if any, to this Resolution and may continue the hearing from time to time. Upon the conclusion of the hearing, the Board of Directors may adopt, revise, change, reduce, or modify an assessment or charge, or overrule any or all objections.

PASSED AND ADOPTED at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 25th day of February 2025, by the following vote, to wit:

Hayden Hamilton, Board President

ATTEST:

Terese Quintanar, Board Secretary

This Resolution supersedes Resolution No. 24-02 passed and adopted on February 27, 2024.

CONSENT CALENDAR

Item No. 8.C

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

ADOPTION OF A RESOLUTION ESTABLISHING CHECK SIGNING RESPONSIBILITIES AND DESIGNATING AUTHORIZED SIGNERS OF CHECKS

BACKGROUND

As part of the payroll and accounts payables process, RMWD designates specific individuals as authorized signers of checks.

DESCRIPTION

This resolution updates established check signing responsibilities with a current list of proposed designated authorized signers.

Adoption of the foregoing resolution will rescind Resolution No. 2024-03.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Administrative Code Chapter 5.01 – Banking
Strategic Focus Area Four: Fiscal Responsibility

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

- Option 1: Adopt the attached Resolution Establishing Check Signing Responsibilities and Designating Authorized Signers of Checks
- Option 2: Adopt the attached Resolution Establishing Check Signing Responsibilities and Designating Authorized Signers of Checks with Board-recommended revisions.

STAFF RECOMMENDATION

Staff supports direction.



Jake Wiley, General Manager

February 25, 2025

RESOLUTION NO. 2025-XX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF RAINBOW MUNICIPAL WATER DISTRICT
ESTABLISHING CHECK SIGNING RESPONSIBILITIES
AND DESIGNATING AUTHORIZED SIGNERS OF CHECKS**

WHEREAS, the Rainbow Municipal Water District maintains an accounts payable checking account for the purposes of paying vendors, and a payroll checking account for the purpose of paying employees, and

WHEREAS, the bank requires that responsible parties be designated as authorized signers of these accounts, and

WHEREAS, it is appropriate to establish check signing responsibilities and designate authorized signers;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Rainbow Municipal Water District that:

1. The following persons be designated as authorized signers on the checking accounts of the District:

Accounts Payable Authorized Signers:

Claude "Hayden" Hamilton, Director
Michael Mack, Director
Lisa Hoffman, Director
Patricia "Patti" Townsend-Smith, Director
Gregory Irvine, Director
Jacob Wiley, General Manager
Konstantin Shilkov, Finance Manager

Payroll Authorized Signers:

Jacob Wiley, General Manager
Konstantin Shilkov, Finance Manager

2. Payroll checks will be signed by one member of the management staff.
3. Resolution 2025- XX rescinds Resolution 2024-03.

PASSED AND ADOPTED at a Regular meeting of the Board of Directors of Rainbow Municipal Water District held on the ___ day of February 2025 by the following vote, to wit:

ATTEST:

Hayden Hamilton, Board President

Terese Quintanar, Board Secretary

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER APPOINTMENT OF A TREASURER

BACKGROUND

Administrative Code Section 3.01.030 states the Board of Directors may appoint the CFO/Finance Manager as its Treasurer.

DESCRIPTION

Due to the vacancy of the CFO/Finance Manager, the Treasurer was not appointed at the January 28, 2025 Board meeting. This vacancy has been filled, and the District has welcomed its new Finance Manager, Konstantin Shilkov to the District's Management team. Staff requests his appointment as the Treasurer to be considered.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility
Strategic Focus Area Five: Customer Service
Strategic Focus Area Six: Communication

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

No fiscal impact will result from the proposed Board action.

STAFF RECOMMENDATION

Staff recommends the appointment of Konstantin Shilkov as the District Treasurer.



Jake Wiley
General Manager

February 25, 2025



BOARD OF DIRECTORS

February 25, 2025

SUBJECT

FISCAL YEAR 2024-25 MID-YEAR OPERATING AND CAPITAL BUDGET REVIEW AND ADJUSTMENTS

BACKGROUND

Mid-year is customarily a suitable time to compare budget estimates with the first half of actual data and make appropriate adjustments where deemed necessary for the balance of the Fiscal Year.

DESCRIPTION

Operating:

To maintain the District's financial stability, it is essential to have up-to-date budget data and reliable projections. As part of this effort, Finance staff has collaborated with Department Managers to conduct a mid-year review of each department's operating expense budgets. These reviews are now supported by monthly discussions, made possible by Finance's ability to generate prior-month budget-to-actual reports within 10 days of month-end.

To maintain accurate expenditure budgeting, adjustments are being recommended to reflect evolving conditions and financial impacts. While expenditures generally remain stable throughout the year, updates have been made to both expenditures and revenues to account for the following:

- Reduced initial Exit Fee payment of \$3.16M compared to the budgeted amount of \$3.41M, which assumed we would incur interest costs in this fiscal year.
- Unanticipated miscellaneous revenues to the District in the amount of \$297,735 through a settlement agreement involving a consultant.
- Reduction in expenses in the meters and customer service department totaling \$27,289 due to efficiencies realized in those departments.
- Increase in budgeted expenditures for tank maintenance of \$522,256 as the District extended the outside services contract for the entire fiscal year versus ending the contract in December 2024 as anticipated. This was the result of successful negotiations that provides significant rehabilitation work that would otherwise be borne at a higher cost by the District's Capital Improvement Plan.
- Increase of \$52,907 to the District's property liability insurance premium, which rose more sharply than anticipated during budgeting.

As shown in Table A herein, there is no net impact to the operating budget as the budget increases are accommodated by the budget savings and increased revenues described.

Capital:

Table A also includes a summary of Capital Projects that have requested mid-year budget adjustment. The primary adjustments are related to the following:

- Additions of \$40k and \$50k, respectively, to complete the San Luis Rey Imported Water Feasibility Study sufficient for future eligibility of grant funding and to fund the anticipated FY 24/25 expenditures for the valve replacement program.
- A reduction in costs of \$200k due to the elimination the Interim decommissioning of SDCWA connections 3, 6, 7, 11, & 12. SDCWA is evaluating re-using these facilities eliminating the need for the interim decommissioning that was anticipated to occur this fiscal year.
- A reduction in costs of \$325k due to project efficiencies and reduced paving costs associated with the Gopher Canyon Pipeline Emergency Replacement Project. The Project was completed in December 2024.
- Addition of \$100k in funding for the Morro Tank Rehabilitation Study.

Table A

FY24-25 Operating Adjustments				
Account	Account Description	\$	+/-	Justification
Revenue:				
Water	Non-operating - miscellaneous revenue	\$ 297,735	Increase	Settlement w/consultant regarding corrosion control design
Total revenue increase/ (decrease)		\$ 297,735		
Expenses:				
Water	Non-operating - Detachment payment	\$(250,139)	Decrease	No interest on initial exit fee payment for FY24/25
Meters	Supplies & Services	\$ (22,289)	Decrease	Reduction in cost due to accelerated 23/24 meter installations
Customer Service	Professional Services	\$ (5,000)	Decrease	Reduction in cost through utilization of in-house expertise
Operations	Tank maintenance	\$ 522,256	Increase	Extended service agreement through remainder of FY24/25
Risk	Property liability insurance	\$ 52,907	Increase	Larger than projected increase for property insurance
Total expense increase/ (decrease)		\$ 297,735		
Total operating adjustments		\$ -	\$ -	
FY24-25 CIP Mid-year Adjustments				
Project	Project Name	Amount	+/-	Justification
600003	San Luis Rey Imported Return Flow Recovery	\$ 40,000	Increase	Complete feasibility study for future grant eligibility
600009	Isolation Valve Installation Program	\$ 50,000	Increase	Additional funds to continue systematic valve replacements
600089	SDCWA Connections, 3, 6, 7, 11 & 12	\$(200,000)	Decrease	Interim decommissioning not necessary as originally anticipated
600096	Gopher Canyon Pipeline Extension	\$(325,000)	Decrease	Project Complete, Paving Expenses well below budget
Proposed project	Morro Tank Rehabilitation	\$ 100,000	Increase	Assess/identify remediation alternative for tank settlement
Total CIP adjustments		\$(335,000)	Decrease	

Concurrent with the Mid-Year Budget Review process, staff has begun preparing the Fiscal Year 2025-2026 (FY 25/26) District Budget. Forthcoming committee and board meetings will discuss CIP and Water Sales projections (March), followed by FY 25/26 draft Operating and Non-Operating Budgets (April), and, finally, a joint Board and Committee workshop on May 6, 2025, with the District Management Team to provide final input for budget finalization.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

COMMITTEE OPTIONS/FISCAL IMPACTS

1. Approve Amended Operating Budget FY 24/25 as provided above in Table A with No Net Operating Budget Impact and a Water Capital Project decrease of \$335,000
2. Recommend revisions to staff and amend budget accordingly.
3. Provide other direction to Staff.

RECOMMENDATION

Staff recommends Option 1



Jake Wiley
General Manager

02/25/2024

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A MUTUAL SERVICES AGREEMENT BETWEEN RAINBOW MUNICIPAL WATER DISTRICT, FALLBROOK PUBLIC UTILITIES DISTRICT, VALLEY CENTER MUNICIPAL WATER DISTRICT, AND YUIMA MUNICIPAL WATER DISTRICT

BACKGROUND

Over the last several months, there have been discussions among the General Managers of the Falbrook Public Utilities District (FPUD), Rainbow Municipal Water District (Rainbow Water/District), Yuima Municipal Water District (YMWD), and Valley Center Municipal Water District (VCMWD) regarding the potential benefits of developing shared services among the participating agencies. The intent is that the four agencies, with common customer types and regional proximity, can find ways to help control operational costs by increasing economies of scale by combining resources to accomplish certain common goals and tasks, share equipment, and deal more effectively with ever-increasing and costly regulatory mandates. While the attached draft agreement does not identify specific projects or programs to be initiated at this time, its execution does allow the four agencies to gain Board acceptance to formerly explore potential efficiencies and mutual benefits through shared similar functions.

DESCRIPTION

FPUD and Rainbow have completed the detachment from the SDCWA. With that process completed, all parties have expressed interest in resuming discussions that initially began in the early 2010s regarding the possibility of developing joint programs, projects, and cooperative efforts. The potential areas currently identified in the draft MOU include:

- Mutual aid (staff, equipment) during emergencies;
- Utilizing a joint contract for state/federal lobbyist and grants support;
- Completion of emergency interconnections between the parties (if applicable);
- Implementing an interagency cross-training program
- Potential for joint ownership of large equipment
- Water Use Efficiency and other regulatory compliance with agency staff and/or consultants

Execution of this agreement would not commit any signatory agency to participate with other agencies jointly. However, it does establish the guidelines for the manner, from the financial and liability perspectives, in which the participating agencies would participate in joint efforts. If a joint program is identified and moves forward, then there would be a more specific, detailed implementation agreement that would require subsequent Board approval and would outline how that effort would be conducted by the agencies participating in the specific program or project.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility

ENVIRONMENTAL

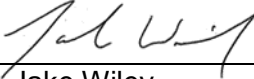
In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

No fiscal impact will result from the proposed Board action. Any future agreements for specific shared services would include any costs and/or cost benefits.

STAFF RECOMMENDATION

Staff recommends authorizing the General Manager to enter into the Mutual Services Agreement



Jake Wiley
General Manager

February 25, 2025

**MUTUAL SERVICES AGREEMENT BETWEEN THE FALLBROOK PUBLIC
UTILITY DISTRICT, THE RAINBOW MUNICIPAL WATER DISTRICT, THE
VALLEY CENTER MUNICIPAL WATER DISTRICT AND THE YUIMA
MUNICIPAL WATER DISTRICT**

This Mutual Services Agreement (this "Agreement") is made and entered into as of February __, 2025 ("Effective Date") by and between the Fallbrook Public Utility District ("FPUD"), a California public utility district, and the Rainbow Municipal Water District ("RMWD"), a California municipal water district, the Valley Center Municipal Water District ("VCMWD"), a California municipal water district and the Yuima Municipal Water District ("YMWD") a California municipal water district. FPUD, RMWD, VCMWD and YMWD are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. FPUD, RMWD, VCMWD and YMWD are public agencies in the State of California and are sometimes in need of services that can be provided more efficiently or conveniently by one another or in a collaborative fashion.
- B. The Parties desire by this Agreement to establish the terms for each Party to provide and receive the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Services. The Parties will work together to identify potential services that could be delivered more efficiently through collaboration or partnership. Some of the potential services include:
 - Developing a joint inventory of existing heavy equipment that could be utilized by each agency such as cranes, large dump trucks, generators, etc.
 - Utilizing a joint contract for state and federal lobbyist support
 - Coordination of staffing resources for after-hours/weekend/holiday major pipeline repairs
 - Completion of emergency interconnections between the parties
 - Implementing an interagency cross training program
 - Joint ownership of large equipment
 - Joint contracting for professional services, materials or equipment.

As services are developed among the Parties they will be added as an exhibit to this Contract. The services may be among all or some of the Parties. No party is required to be part of any service.

- 2. Compensation.
 - a. Subject to paragraph 2(b) below, a Party receiving services under this Agreement

shall pay for such services in accordance with the "Schedule of Charges" that will be set forth as an exhibit to the contract. The Parties hereby agree that, as a ministerial matter, the exhibit will be updated from time to time by the General Managers utilizing the services to update the amounts set forth therein, upon thirty (30) days prior written notice to the Parties, or to update the Exhibit to establish the charges for additional services provided pursuant to Section 3 of this Agreement. Changes to the Schedule of Charges shall not apply to work already requested or in progress pursuant to Section 5 hereof.

- b. Periodic payments shall be made within thirty (30) days of receipt of an invoice, which includes a detailed description of the work performed or vehicles or equipment rented. Payments for work performed, vehicles or equipment rented will be made on a monthly billing basis.
3. Additional Work. As the Parties add additional services that may be provided under this Agreement, an amendment to this Agreement and/or the Scope of Services shall be prepared and executed by the Parties before performance of such services. The Parties hereby agree that, as a ministerial matter, the General Managers, may from time to time as necessary and/or appropriate, amend Exhibits to add or delete services, and update Exhibits to reflect the charges to be paid for any services added to the Exhibits as agreed to in writing by the Parties.
4. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by each Party and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the Agreement for inspection by the other Party.
5. Performance of Services. A Party desiring to receive services authorized by this Agreement shall provide a written or e-mailed request for services ("Request for Services") to the designated representative of the Party being requested to provide the services. The Request for Services shall set forth the desired date of commencement of work. If the Party receiving a Request for Services cannot perform the services, either in whole or in part, or within the time specified in the Request for Services, the other Party shall promptly notify the requesting Party in writing or by e-mail.
6. Delays in Performance. A Party shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
7. Compliance with Law. Each Party shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements. If applicable, each Party shall assist the other Party, as requested, in obtaining and maintaining all permits required by federal, state and local regulatory agencies related to the services. If applicable, the Party performing the services is responsible for all costs of clean up and/or removal of hazardous and toxic substances

spilled as a result of services or operations performed under this Agreement.

8. Standard of Care. The services will be performed in accordance with generally accepted standards, professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
9. Assignment and Subcontract. No Party shall assign, sublet, subcontract, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Parties, which may be withheld for any reason. Any attempt to so assign, subcontract, or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
10. Independent Contractor/ Status of Employees.
 - a. Independent Contractor. The Party performing the services is retained as an independent contractor and is not an employee of the other Party. No employee, contractor, or agent of a Party shall become an employee of the other Party. The Party performing the services shall be and remain responsible for all payroll, compensation, employee benefits, equipment, maintenance and repair and employment administration of any of its employees which the performing Party directs to provide the services under this Agreement. In furtherance of the foregoing, the Party performing the services shall:
 - i. Properly secure and maintain workers' compensation coverage for any of its employees performing services pursuant to this Agreement at the exclusive direction of the performing Party;
 - ii. Be fully responsible for payment of all payroll, payroll taxes, collection of taxes, employee benefits, unemployment insurance, and other administrative functions customarily performed by an employer and required under applicable federal, state, or local laws; and
 - iii. Without regard to payment by the Party receiving the services, assume such responsibilities as are required by applicable federal, state, and local wage and hour laws for payment of wages to any of its employees, contractors, or agents performing the services at the exclusive direction of the performing Party.
 - b. Status of Employees and Contractors. When a service is requested of a performing Party, such Party shall direct appropriate employee(s) or contractor(s) to perform the requested service as part of the employee's or contractor's regular duties for the performing Party. The Parties acknowledge and agree that at all times the performing Party's employees shall remain under the exclusive control of the board of directors of the performing Party or a supervisor that reports directly to a management employee subject to the exclusive control of the performing Party's board of directors such as the General Manager. The receiving Party shall not have any right to control the manner or means in which the performing Party's employees or contractors perform services under this Agreement. Rather, the performing Party shall have the sole and exclusive authority to do the following, as

to its employees:

- i. Make decisions regarding the hiring, retention, discipline or termination of the performing Party's employees. The receiving Party will have no discretion over those functions.
- ii. Determine the wages to be paid to performing Party's employees, including any pay increases. These amounts shall be determined in accordance with performing Party's published publicly available compensation schedule and shall be subject to changes thereto approved by the Performing Party's board of directors.
- iii. Set the benefits of performing Party's employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with Performing Party's policies.
- iv. Evaluate the performance of performing Party's employees through performance evaluations performed by a management level employee that reports directly to the performing Party's General Manager or the performing Party's board of directors.
- v. Perform all other functions related to the service, compensation, or benefits of the performing Party's employees assigned to perform services under this Agreement.

Each Party further agrees that the control and responsibilities of contractors shall be controlled by the contract services agreement between said contractor and the performing Party.

11. Insurance. During the performance of any services under this Agreement, the Parties shall maintain in full force and effect insurance policies and/or equivalent risk management coverage in the manner and to the extent that each Party insures and/or self-insures itself for similar risks with respect to that Party's operations, equipment, and property. The manner in which such insurance and/or self-insurance is provided and the extent of such insurance and/or self-insurance shall be set forth in a Certificate of Insurance and/or Certificate of Self-Insurance, delivered to the other Parties and signed by an authorized representative of the applicable Party, which fully describes the insurance and/or self-insurance program and how the insurance/program covers the risks set forth in this Section 11. Insurance provided by a joint powers agency insurance pool shall be considered self-insurance for the purposes of this paragraph. Coverage under such insurance and/or self-insurance shall provide coverage for the following:

- a. Commercial General Liability. Commercial general liability insurance or equivalent risk management coverage covering bodily injury, property damage, personal/advertising injury, premises/operations liability, products/completed operations liability, and contractual liability, in an amount no less than \$1,000,000 per occurrence / \$2,000,000 aggregate. The policy shall give the other Parties, its officials, officers, employees, agents and designated volunteers additional insured status, or endorsements providing the same coverage.
- b. Automobile Liability. Automobile liability insurance or equivalent risk management

coverage in an amount no less than \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include owned, non-owned and hired vehicles. The policy shall give the other Parties, its officials, officers, employees, agents and designated volunteers additional insured status, or endorsements providing the same coverage.

- c. Workers' Compensation. Workers' compensation insurance or equivalent risk management coverage as required by law. Each Party certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and each Party will comply with such provisions before commencing work under this Agreement.

12. Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend (with counsel of the Indemnified Party's choosing), and hold the other Parties (the "Indemnified Party"), its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Indemnifying Party, its officials, officers, employees, contractors, consultants or agents in connection with the Indemnifying Party's performance of the services under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party.

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

14. Term; Termination or Opt-out.

- a. This Agreement shall begin on the Effective Date and shall continue until termination of this Agreement.
- b. Any Party may terminate their participation in this Agreement with or without cause upon thirty (30) calendar days' written notice to the other Parties. The Party receiving services shall pay the other Parties the reasonable value of services rendered for any work completed prior to termination.

15. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

FPUD:
Fallbrook Public Utility District
990 E. Mission Road
Fallbrook, CA 92028
Attn: General Manager

RMWD:
Rainbow Municipal Water District
3707 Old Hwy 395
Fallbrook, CA 92028
Attn: General Manager

VCMWD:
Valley Center Municipal Water District
29300 Valley Center Road
Valley Center, CA 92082
Attn: General Manager

YMWD:
Yuima Municipal Water District
34928 Valley Center Road
Pauma Valley, CA 92061
Attn: General Manager

and shall be effective upon receipt thereof.

16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
17. Entire Agreement; Amendment. This Agreement, with its Exhibits, represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by all the Parties hereto. This is an integrated Agreement.
18. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.
19. Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between the Parties shall survive the expiration or termination of this Agreement.
20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party. However, no Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other Parties. Any attempted assignment without such consent shall be invalid and void.
21. Non-Waiver. None of the provisions of this Agreement shall be considered waived by any Party, unless such waiver is specifically specified in writing.
22. Time of Essence. Time is of the essence for each and every provision of this Agreement.
23. Counterparts. This Agreement may be executed in the original or in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Mutual Services Agreement as of the date first written above.

FALLBROOK PUBLIC UTILITY DISTRICT

By: _____

Its: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

**VALLEY CENTER MUNICIPAL
WATER DISTRICT**

By: _____

Its: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Its: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

YUIMA MUNICIPAL WATER DISTRICT

By: _____

Its: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

EXHIBITS

**SCOPE OF SERVICES TO BE ADDED AS TASKS ARE DEVELOPED
SCHEDULE OF CHARGES TO BE ADDED AS TASKS ARE DEVELOPED**

EXHIBIT A

EXHIBIT B

BOARD ACTION
Item No. 9.D

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER APPROVAL OF AN AGREEMENT TO SPECIALTY MOWING SERVICES, INC. FOR WEED ABATEMENT AND BRUSH CLEARING SERVICES AT DISTRICT FACILITIES (DISTRICTWIDE)

BACKGROUND

The Rainbow Municipal Water District (District) was established in 1953 and is a Special District, organized under Section 71000 of California Water Code. The District maintains over 320 miles of water main, ten (10) pump stations, four (4) reservoirs, and 13 storage tanks to deliver water to its customers. The District also provides sewer services to parts of the District’s service area and maintains facilities including, eight (8) lift stations and 65+ miles of sewer main, and has its wastewater treated via a contract with the City of Oceanside. To safely maintain all the District owned sites, a licensed contractor is needed to perform weed abatement and brush clearing services. Currently, District staff is requesting these services on an as-needed basis from qualified vendors. Obtaining individual quotes on an as-needed basis is cumbersome and less effective method for procuring the on-going and necessary work.

The District issued a Request for Proposals (RFP) to perform weed abatement and brush clearing services at pre-selected sites (Exhibit “A” Schedule and Site Maps). The District intends to issue a three (3) year agreement with two (2) one-year optional extensions for a possible total of five (5) years. In addition to the scheduled site maintenance costs, the District requested that potential bidders include an annual not-to-exceed \$40,000 contingency for District directed weed abatement and brush clearing services not listed for a specific site. This contingency will allow the District leeway to clear any as-needed site(s) in an expedited manner throughout the contract for facilities not included in the RFP. The District reserved the right to utilize all or none of the contingency.

DESCRIPTION

The District issued an RFP via its digital bidding platform (PlanetBids) on November 21, 2024. A two (2) day pre-proposal site visit on a select set of sites was conducted on December 18 and 19, 2024. Three (3) firms responded with a proposal on January 16, 2025:

Name	Cost Proposal (Maximum Annual Cost)	Proposal Status
Pest Options, Inc.	\$438,366	Non-Responsive
Powerland Equipment, Inc.	\$732,722	Responsive, Not Recommended for Award
Specialty Mowing Services, Inc.	\$297,574	Responsive, Recommended for Award

Per District Legal Counsel, an RFP was the appropriate route to solicit these services. The RFP required the submission of a proposal in addition to a cost schedule. Pest Options, Inc. only submitted a cost schedule, therefore the submission was rejected as non-responsive.

Staff reviewed the proposals and evaluated them based on the approach to work, firm and team qualifications, and project experience. The staff evaluation found that Specialty Mowing Services, Inc. was the most qualified to perform districtwide weed abatement and brush clearing services at a maximum annual cost of \$297,574.

This item was presented to the Engineering and Operations (E&O) Committee at the February 4, 2025 meeting. The E&O committee recommended approval of the contract as provided below in Option 1.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management -Regular clearing of weeds and brush on and around District facilities and easements provides multiple benefits including continued accessibility for operation, maintenance and repair, as well as added protection of facilities from wildfire events.

ENVIRONMENTAL

In accordance with California Environmental Quality Act (CEQA) guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

Funds for this agreement have been allocated in the approved Fiscal Year 24-25 budget in the amount of \$150,000. Each fiscal year (FY) staff will evaluate necessary expenditures and bring the request before the Board for its consideration as part of overall budget approval. In addition to the approved budget for FY 24/25, the District received a CalOES grant in the amount of \$161,840 for weed abatement and brush clearing at specific sites addressed in the grant throughout the District. The grant is valid through March 15, 2029. When these sites are cleared, the funding source will be from the CalOES grant until such time that funds are exhausted. While the \$161,840 from the grant is not shown in the approved budget, the two (2) funding sources are merged and will be charged accordingly, therefore, no additional funding is required at this time to execute the contract.

Option 1:

- Approve the Professional Services Agreement with Specialty Mowing Services, Inc. for districtwide weed abatement and brush clearing services.
- Authorize the General Manager to execute the agreement on behalf of the District.
- Make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

Option 2:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Eng. & CIP Program Manager

02/25/2025

Attachment(s):

1. Exhibit “A” Schedule and Site Maps
2. Draft Professional Services Agreement

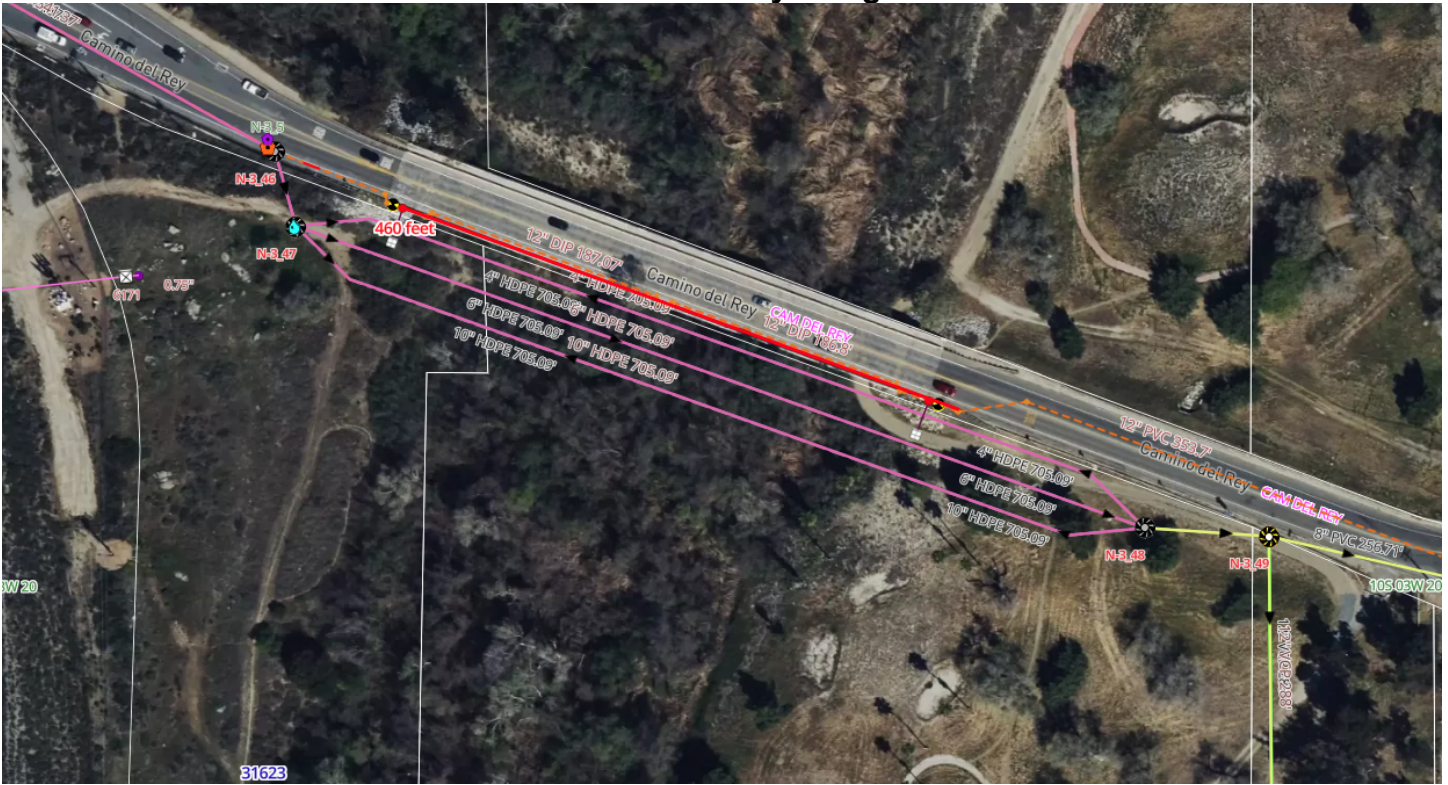
EXHIBIT A
SCHEDULE AND SITE MAPS

SCHEDULE AND SIZE

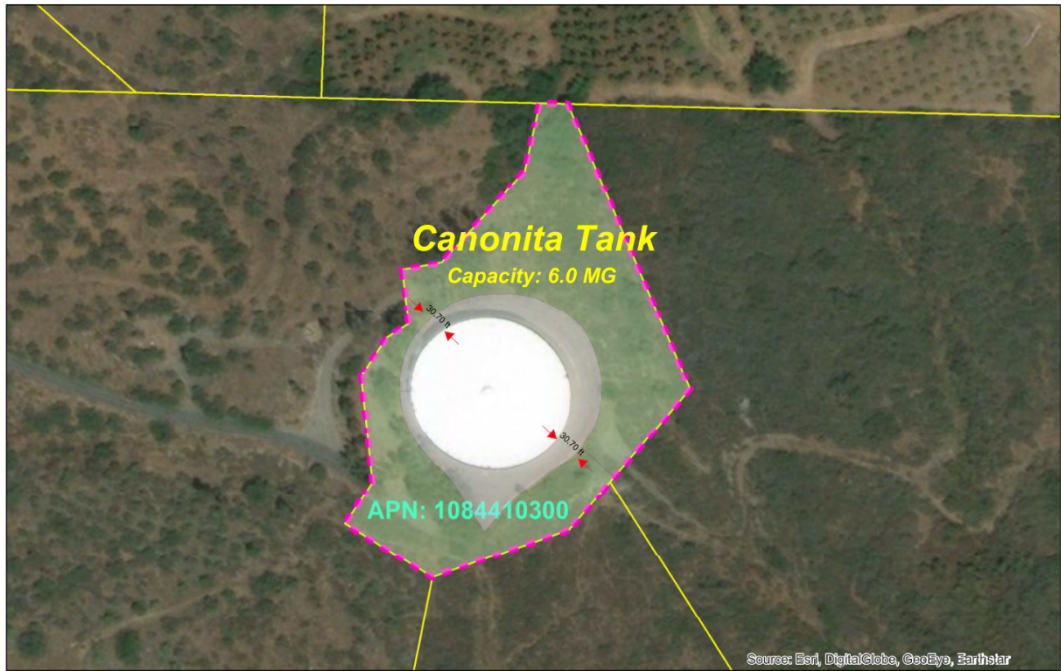
Site Name	Square Footage to Maintain	Quantity of Abatements Per Year	Total Cost
Camino Del Ray Bridge	9,200	2x	
Canonita Tank & Access Road	83,026	2x	
Gomez Tank & Access Road	31,007	2x	
Gopher Canyon Tank	64,907	2x	
Hutton Tank	85,329	2x	
Lower Lookout Mountain Tank	42,235	2x	
Upper Lookout Mountain Tank	42,235	2x	
Magee Tank	35,968	2x	
Morro Tank	209,085	2x	
Moosa Bridge 14" Sewer Line	3,500	2x	
Pala Mesa Tank	501,454	4x	
Rainbow Heights Tank	24,657	2x	
Rice Canyon Tank & Access Road	27,298	2x	
Turner Tank (to include lower property area)	635,703	2x	
Vallecitos Tank	20,668	2x	
Rainbow Heights Pump Station and Vallecitos PRV Station (B.S. NO. 1)	13,019	2x	
Huntley-Gomez Pump Station (B.S. No 6)	21,320	2x	
Magee Pump Station (B.S. No. 7)	12,856	2x	
Vallecitos Pump Station (B.S. No. 3)	21,266	2x	
Rainbow Hills Pump Station (B.S. No. 4)	13,618	2x	
Lookout Mountain Pump Station (B.S. No. 2)	480	2x	
Morro Pump Station (B.S. No. 5)	1,200	2x	
Morro Reservoir	306,400	3x	
Beck Reservoir & Adjacent Property	1,134,981	2x	
Rainbow Hills Reservoir & Access Road	272,523	2x	
North Reservoir & Access Road	137,903	2x	
Pankey Easement	96,260	2x	
Brookhills Easement	70,760	2x	
Moosa Sewer Line East Side	64,800	2X	
As-needed Contingency	N/A	N/A	\$40,000
		TOTAL FOR ALL WORK:	

Site Maps

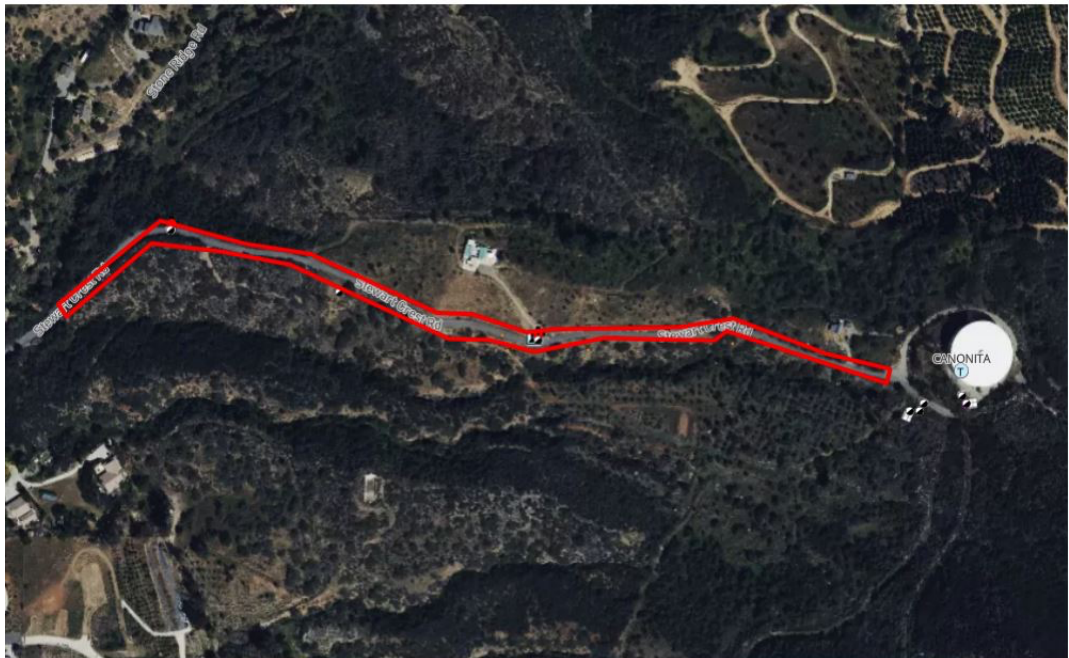
Camino Del Rey Bridge



INTENTIONALLY LEFT BLANK



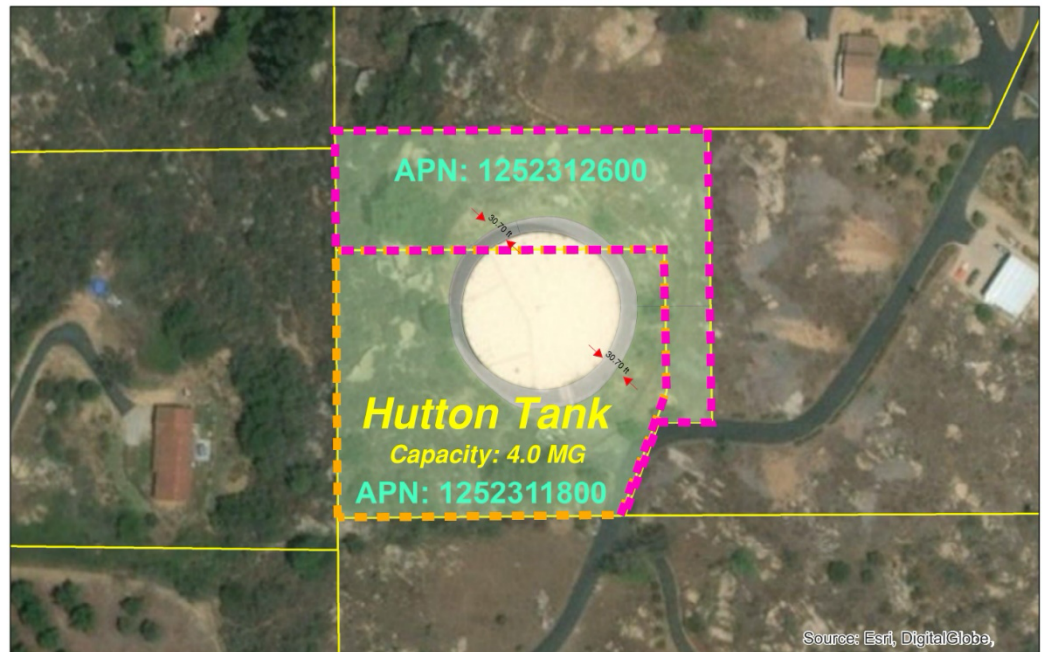
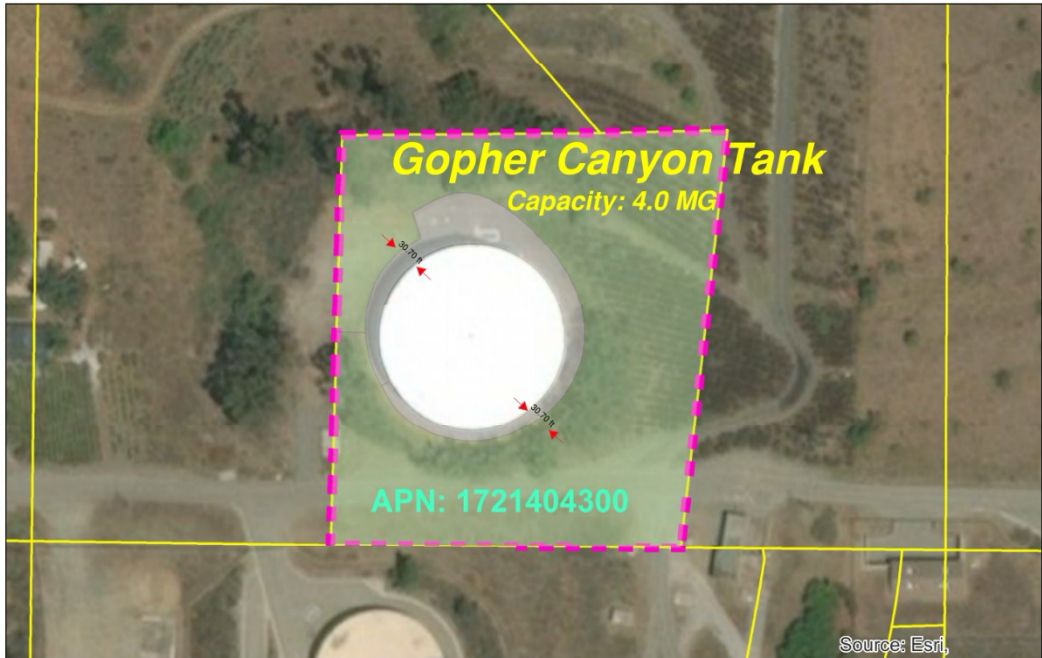
Canonita Tank Access Road

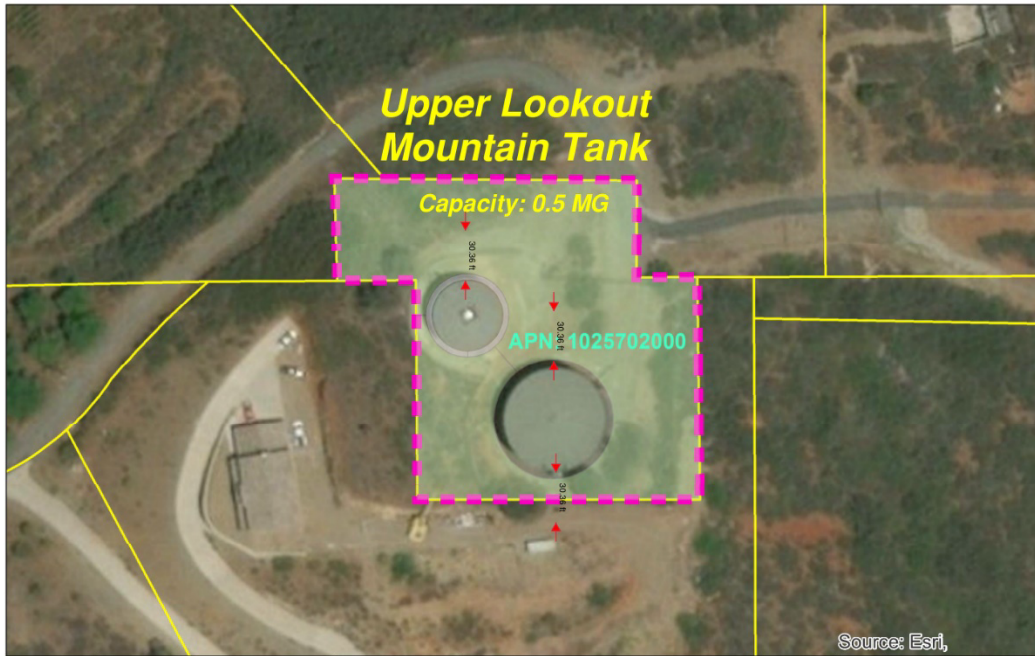
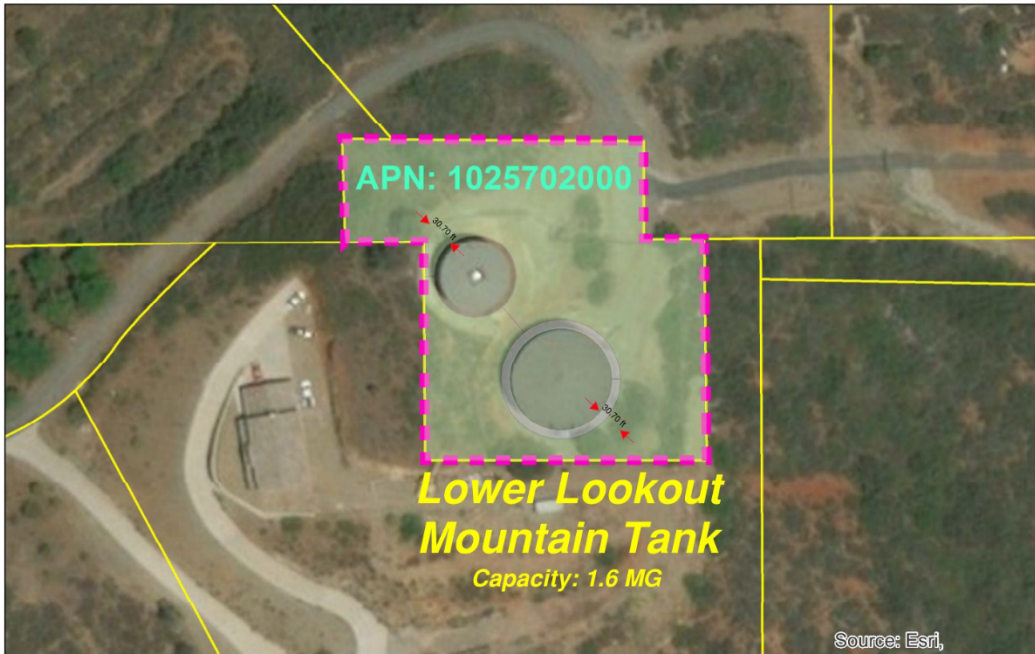




Gomez Tank Access Road

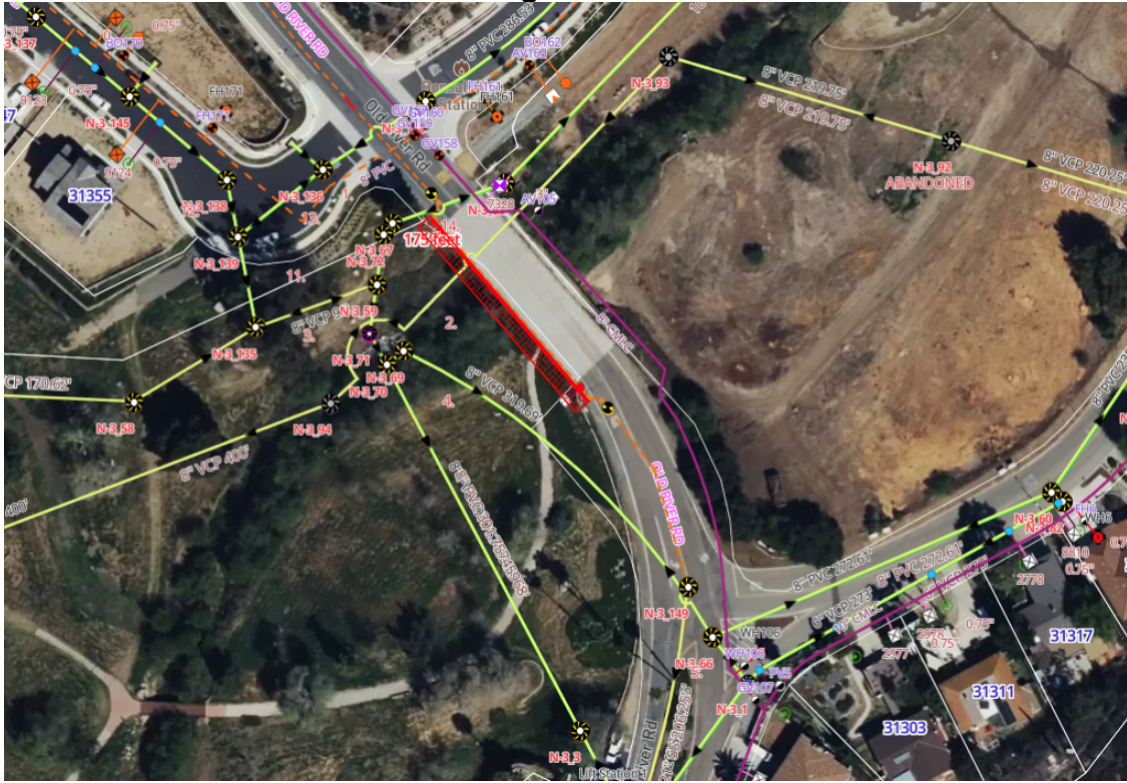


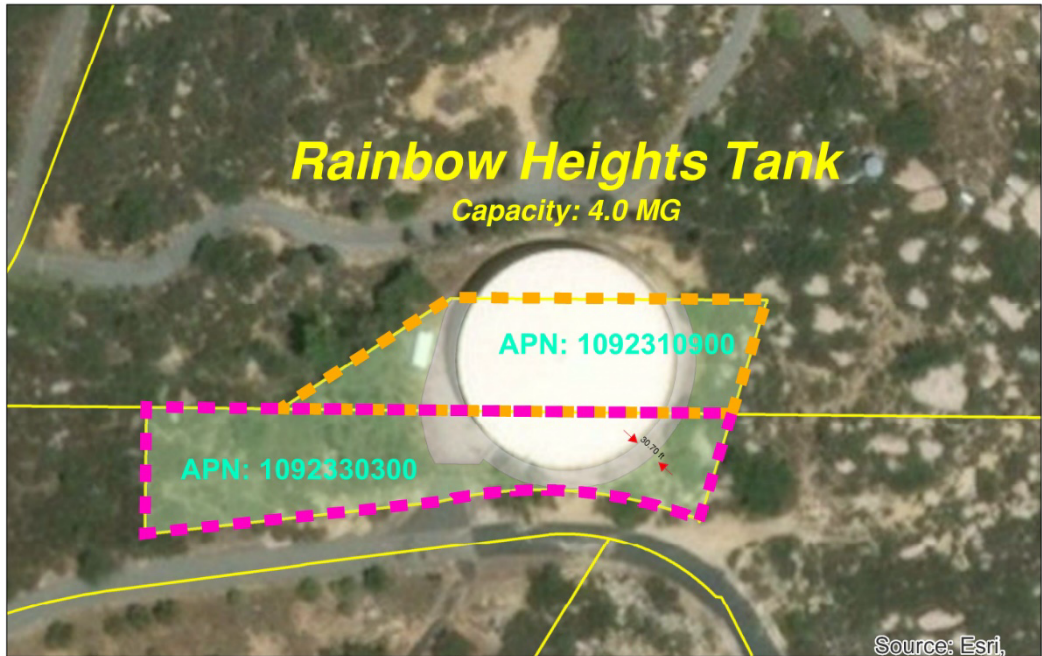




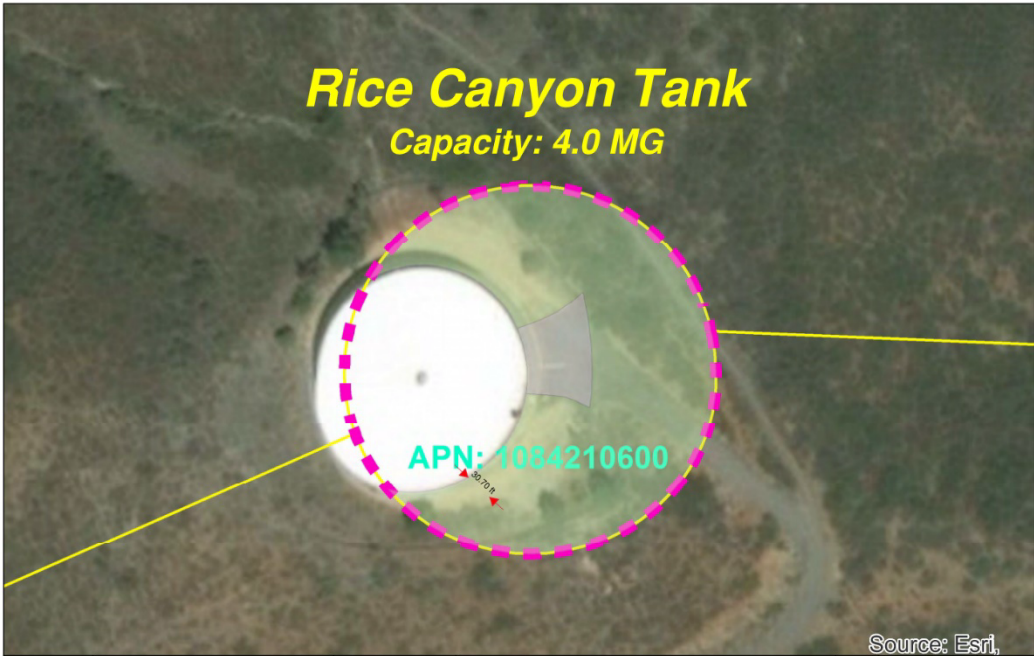


Moosa Bridge 14' Sewer Line

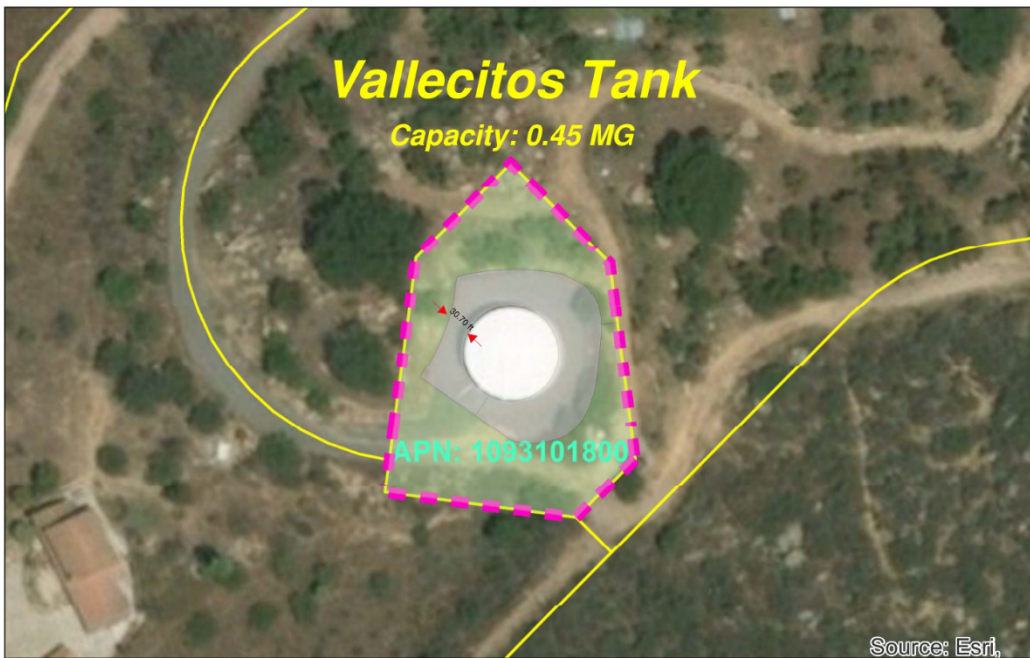
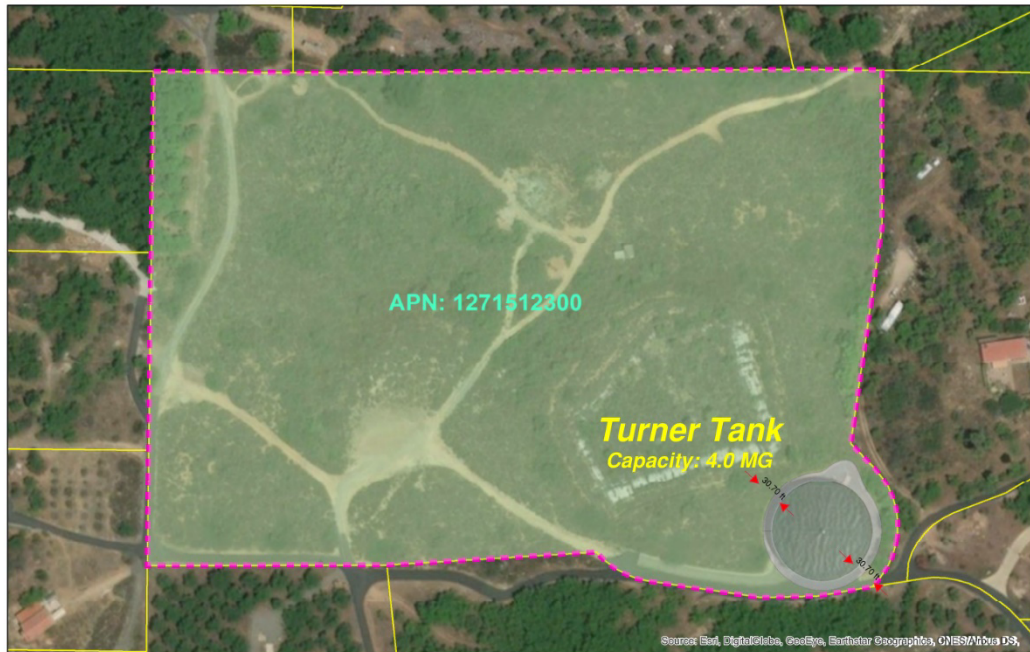




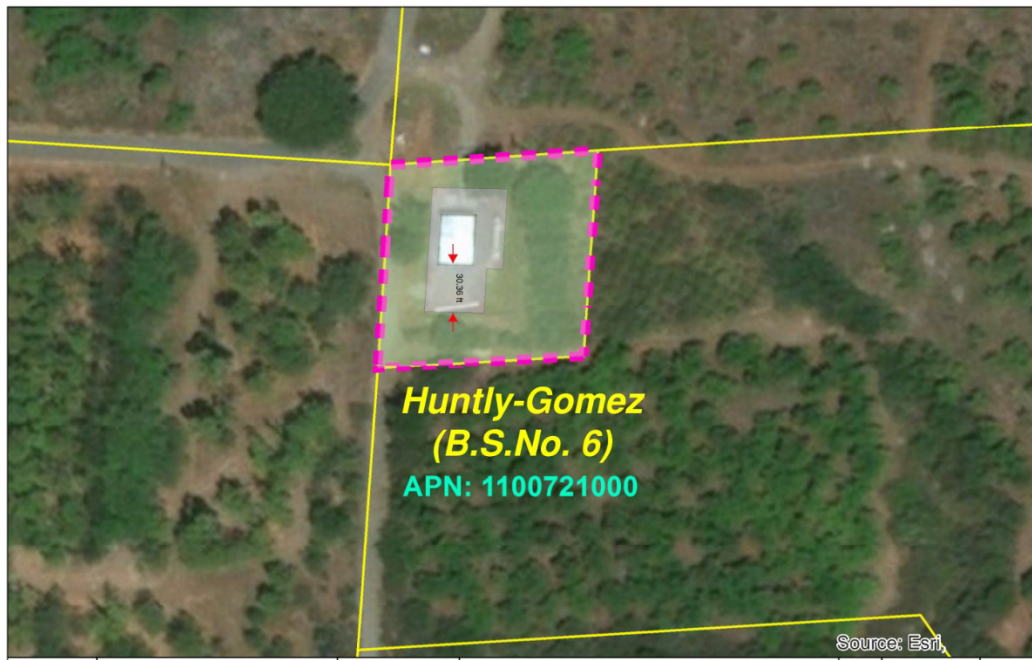
INTENTIONALLY LEFT BLANK

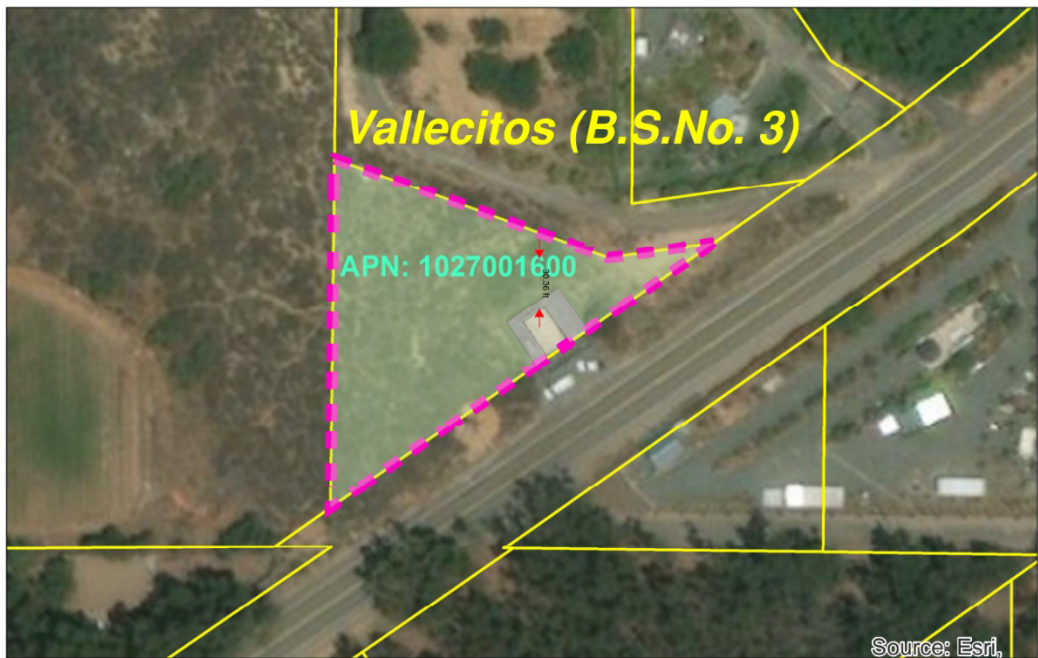
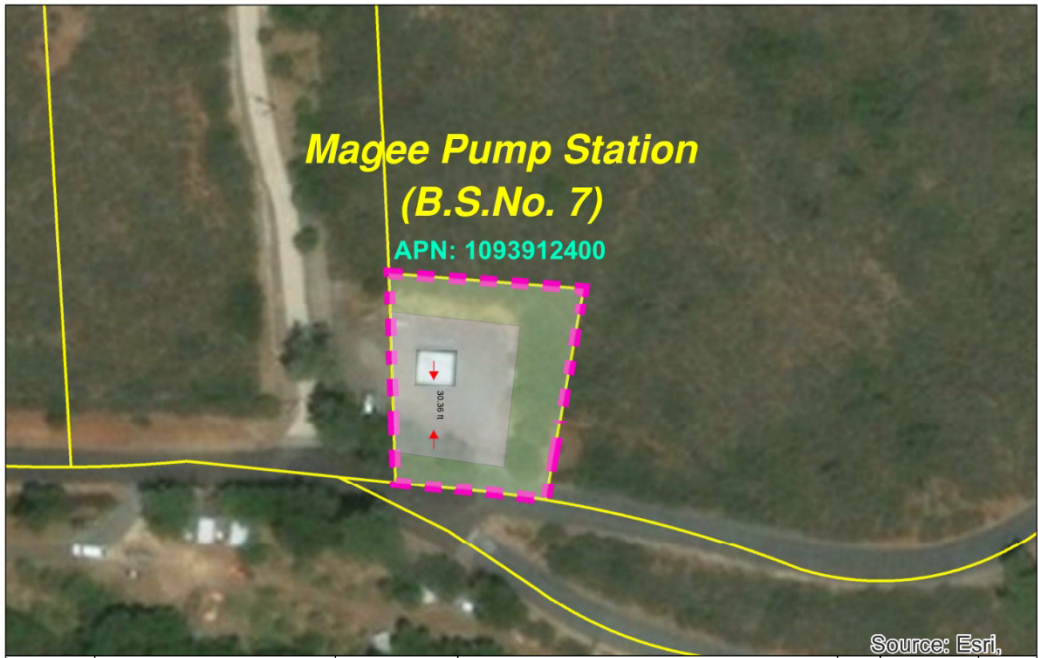


Rice Canyon Tank Access Roads

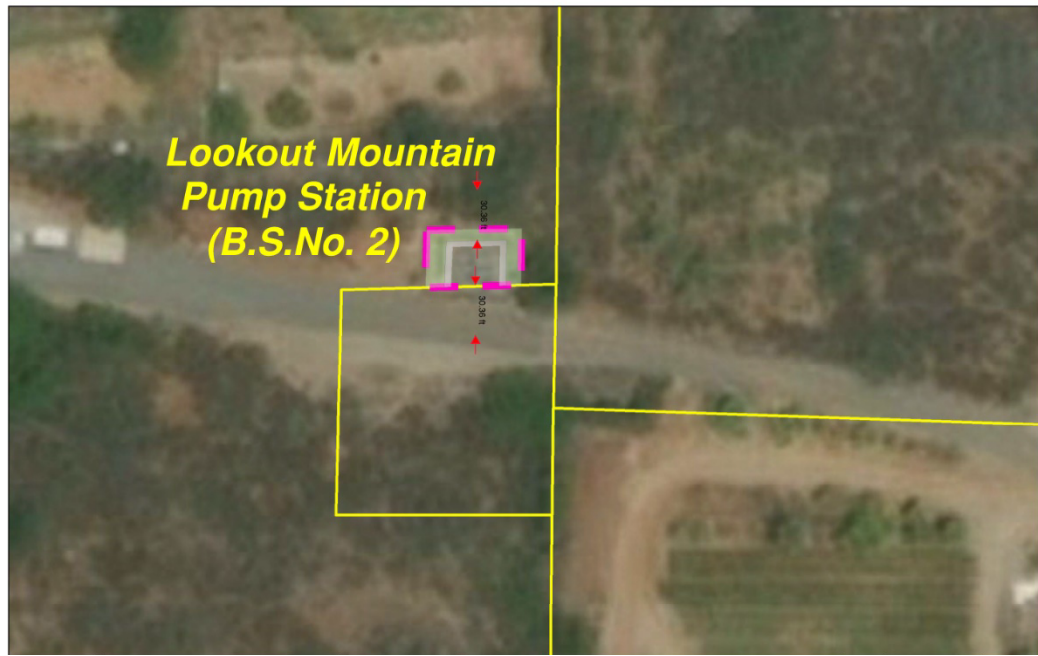


Rainbow Heights Pump Station & Vallecitos PRV Station (B.S. No.1)

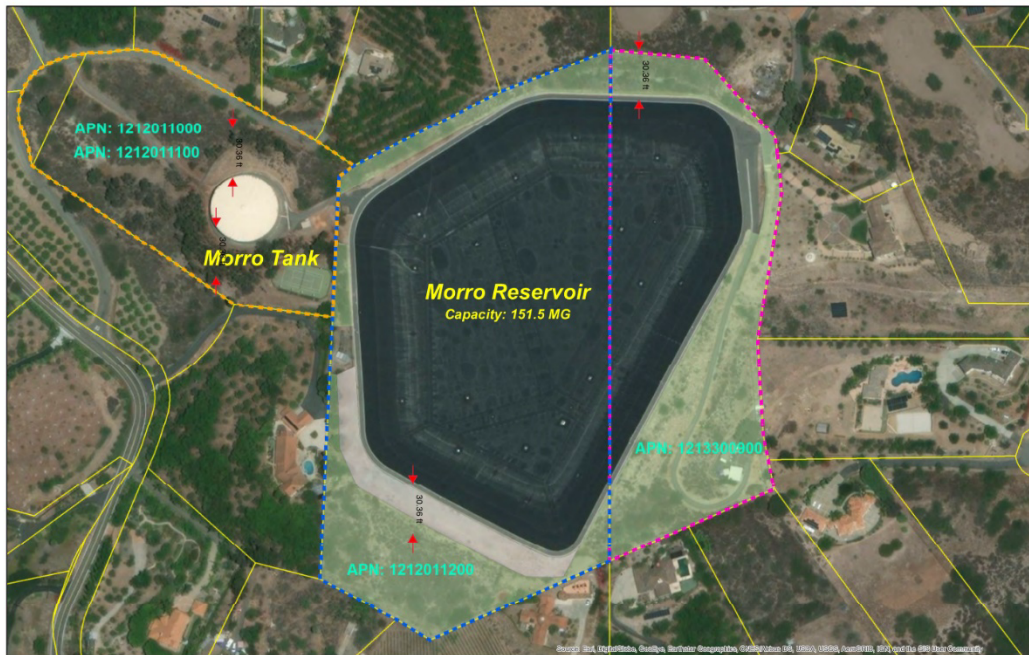




Rainbow Hills Pump Station (B.S. No.4)



Morro Pump Station (B.S. No.5)



Beck Rservoir & Adjacent Property



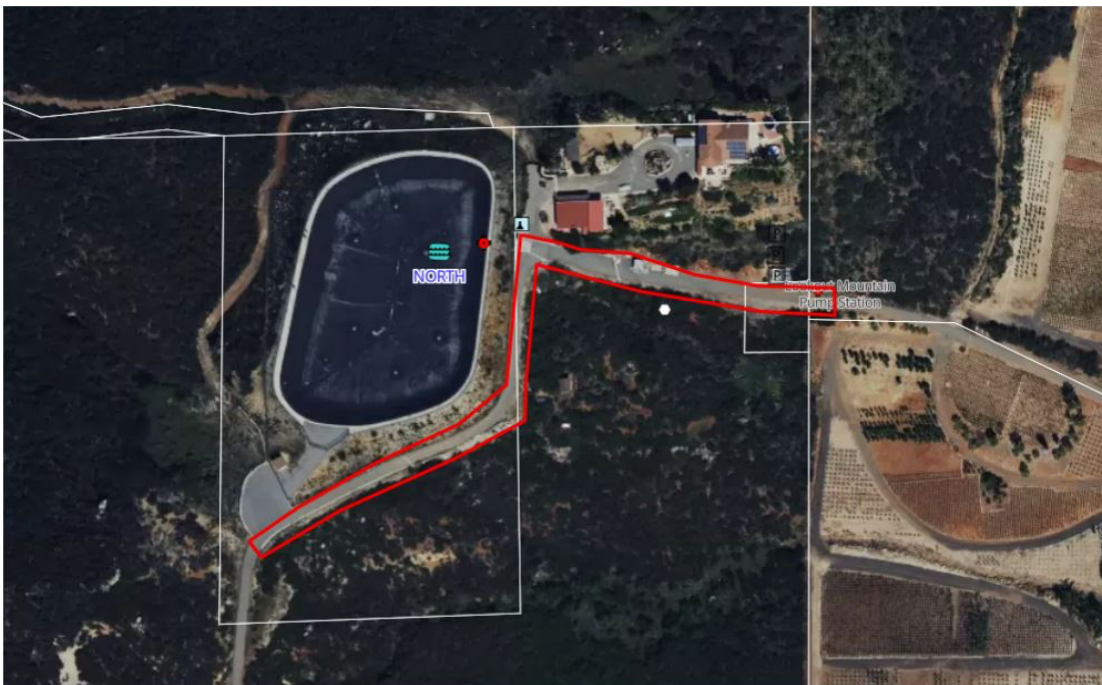
INTENTIONALLY LEFT BLANK

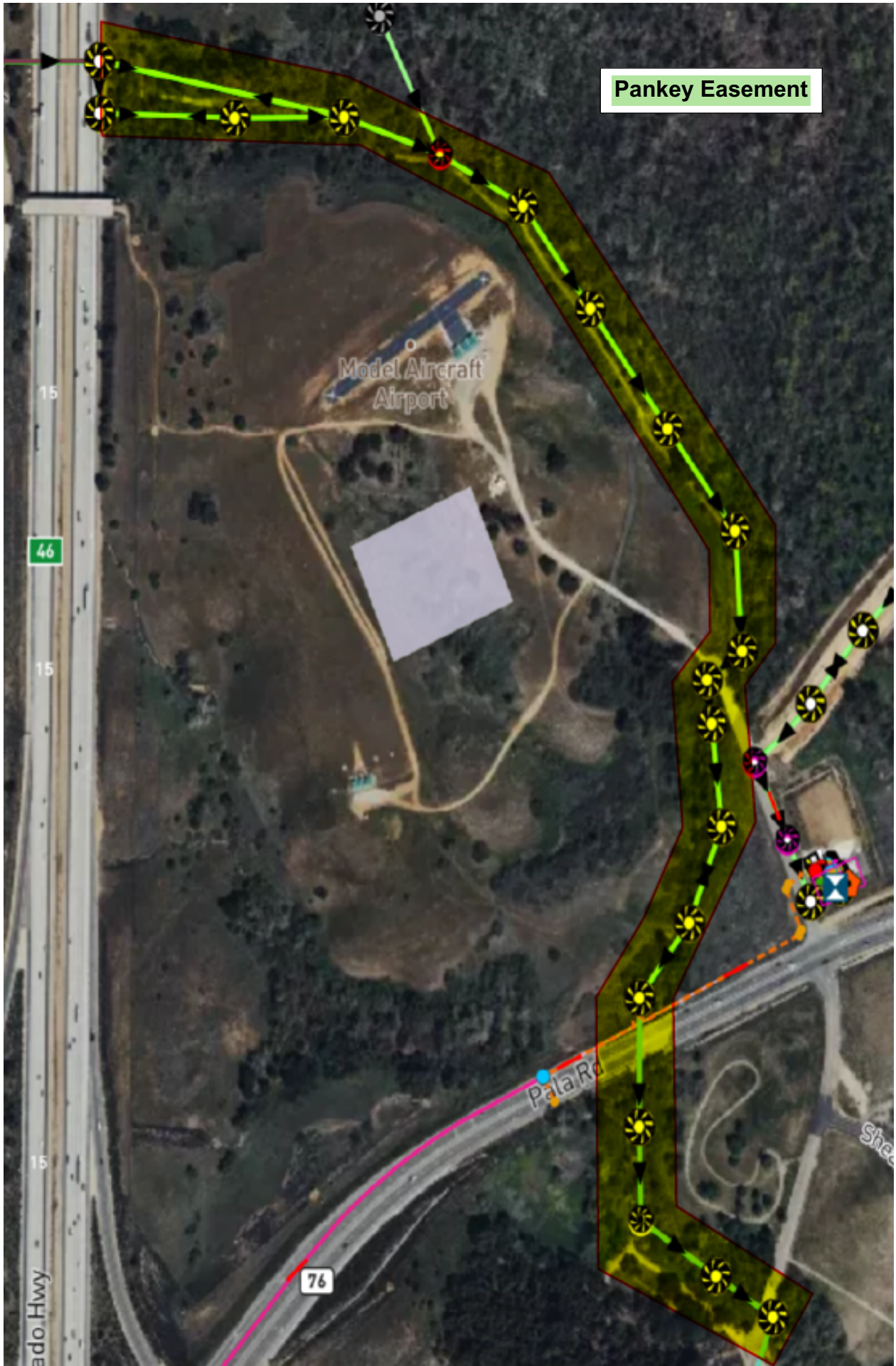


Rainbow Hills Reservoir Access Road



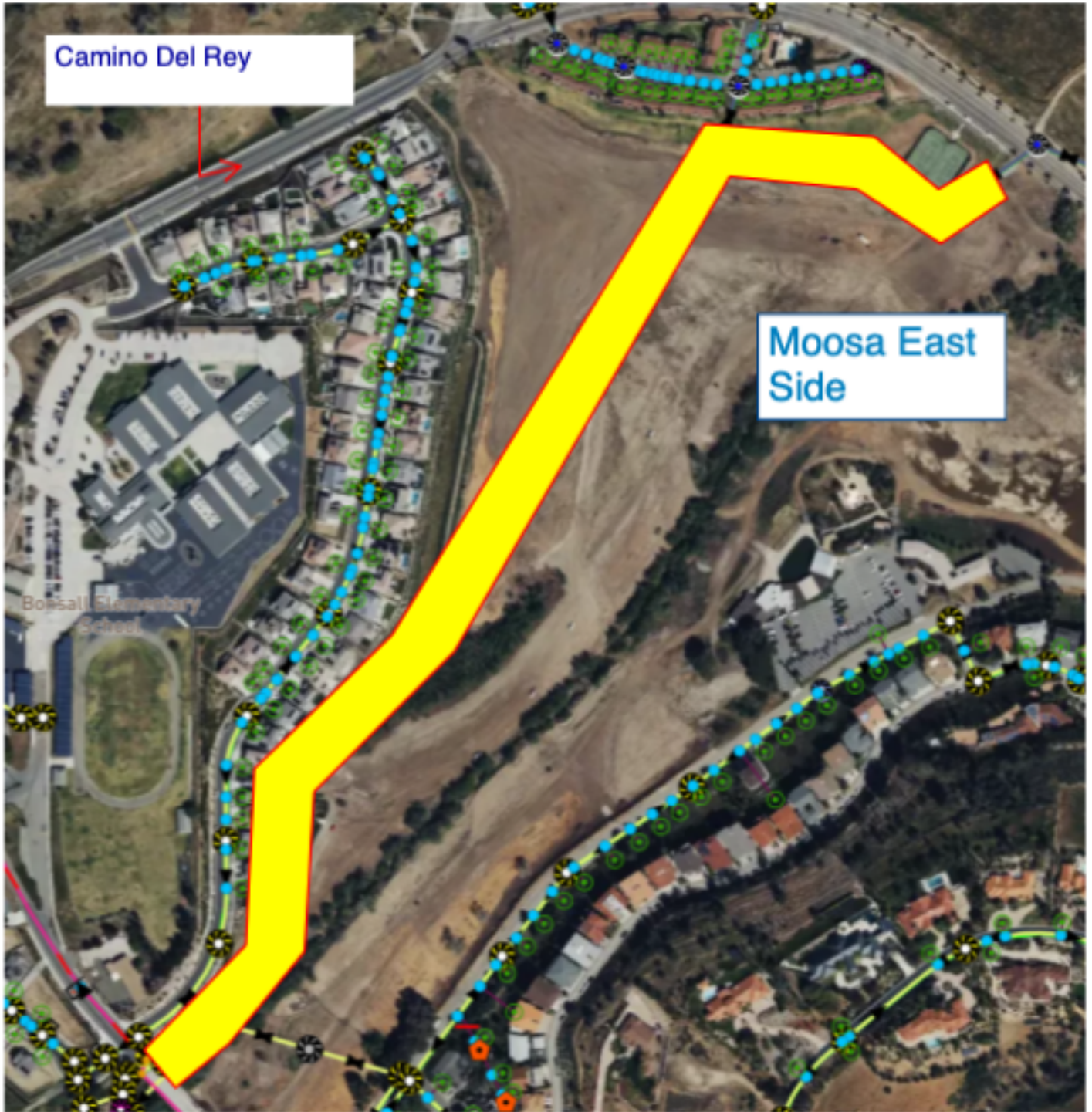
North Reservoir Access Road







Moosa Sewer Line Eastside





RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395
FALLBROOK CA, 92028
(760) 728-1178

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Districtwide Weed Abatement
Contract No. 25-00**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of **Month, 2025** by and between the **RAINBOW MUNICIPAL WATER DISTRICT**, a municipal water district, hereinafter designated as "**DISTRICT**", and _____, a **California corporation [or other type of organization]**, hereinafter designated as "**CONSULTANT**"

RECITALS

- A.** DISTRICT desires to obtain Professional Consulting Services from an independent contractor for the above-named Project.
- B.** CONSULTANT has submitted a proposal to provide professional services for DISTRICT in accordance with the terms set forth in this Agreement.
- C.** DISTRICT desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to DISTRICT as an independent contractor.
- D.** CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.

- 1.1** The professional services to be performed by CONSULTANT shall consist of the following: **Districtwide weed abatement services.** The scope of services is more particularly defined in Exhibit "A", attached and made a part hereof. Any additional engineering services will be requested in writing as set forth in Section 19.

1.2 In performing the services set forth in Exhibit "A", CONSULTANT shall work closely with DISTRICT'S General Manager or Authorized Representative and staff in performing services in accordance with this Agreement in order to receive clarification as to the result that DISTRICT expects to be accomplished by CONSULTANT. The General Manager or Authorized Representative, shall be DISTRICT'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement.

1.3 CONSULTANT represents that its employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all services required under this Agreement constitutes a material breach of the Agreement.

2. TERM AND TIMING REQUIREMENTS.

2.1 This Agreement will become effective on the date stated above, and will continue for three (3) years and the option of two (2) one-year extension upon agreement of both parties or until terminated as provided under Section 14 of this Agreement.

2.2 CONSULTANT'S performance of services under this Agreement shall be in accordance with the schedule outlined below unless otherwise modified in writing as set forth in Section 19. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by DISTRICT.

2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the General Manager or Authorized Representative no later than two (2) business days after the commencement of the cause of any unforeseeable delay beyond CONSULTANT'S control and in all cases prior the date on which performance is due if possible. The General Manager or Authorized Representative shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.4 For all time periods not specifically set forth herein, CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, e-mail or mail.

3. STUDY CRITERIA AND STANDARDS.

3.1 All services shall be performed in accordance with applicable DISTRICT, county, state and federal Codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANTS performing the same or similar work under similar conditions.

4. INDEPENDENT CONTRACTOR.

4.1 CONSULTANT'S relationship to DISTRICT shall be that of an independent contractor in performing all services hereunder. DISTRICT will not exercise any control or direction over the methods by which CONSULTANT shall perform its services and functions. DISTRICT'S sole interest and responsibility is to ensure that the services covered in this Agreement are performed in a competent, satisfactory and legal manner. The parties agree that no services, act, commission or omission of CONSULTANT or its employee(s)

pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee or servant of DISTRICT. CONSULTANT and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

- 4.2 CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment requirements with respect to CONSULTANT or its employee(s). CONSULTANT agrees to indemnify, defend and hold DISTRICT harmless from any and all liability, damages or losses (including attorney's fees, costs, penalties and fines) DISTRICT suffers as a result of CONSULTANT'S failure comply with the foregoing.
- 4.3 CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT represents and warrants that CONSULTANT customarily engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.
- 4.4 CONSULTANT shall have no authority, express or implied, to act on behalf of as an agent, or to bind DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager or Authorized Representative. If CONSULTANT'S services relate to an existing or future DISTRICT construction contract, CONSULTANT shall not communicate directly with, nor in any way direct the actions of, any bidder for that construction contract without the prior written authorization by the General Manager or Authorized Representative.

5. **WORKERS' COMPENSATION INSURANCE.**

- 5.1 By CONSULTANT'S signature hereunder, CONSULTANT certifies that CONSULTANT is aware of the provisions of Section 3700 of the California Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONSULTANT will comply with such provisions before commencing the performance of the services of this Agreement.

6. **INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.**

- 6.1 All officers, agents, employees and subcontractors, and their agents, who are employed by CONSULTANT to perform services under this Agreement, shall be deemed officers, agents and employees of CONSULTANT. To the extent and in any manner permitted by law, CONSULTANT shall defend, indemnify, and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from any claims, demands, liability from loss, damage, or injury to property or persons, including wrongful death, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, including CONSULTANT'S officers, employees and agents, in connection with the services required by this Agreement, including without limitation, the payment of reasonable attorneys' fees and costs. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT'S proportionate percentage of fault, as determined by a court of law. The foregoing indemnity, hold harmless and defense obligation of CONSULTANT shall apply except to the extent the

loss, damage or injury is caused by the sole negligence or willful misconduct of an indemnified party.

- 6.2** To the extent and in any matter permitted by law, CONSULTANT shall defend, indemnify and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from and against any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, related to or incident to a breach of any governmental law or regulations, compliance with which is the responsibility of CONSULTANT, except any violation of law due to the DISTRICT'S negligence or willful misconduct.
- 6.3** CONSULTANT shall defend, at CONSULTANT'S own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT or DISTRICT'S directors, officers, employees, authorized volunteers and agents, and each of them. DISTRICT shall be consulted regarding and approve of the selection of defense counsel.
- 6.4** CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, authorized volunteers and agents, and each of them, in any and all such aforesaid claims, suits, action or other legal proceeding. CONSULTANT shall not agree without DISTRICT'S prior written consent, to any settlement which would require DISTRICT to pay any money or perform some affirmative act, including in the case of intellectual property infringement any payment of money or performance of some affirmative act to continue using CONSULTANT Products.
- 6.5** CONSULTANT'S indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. LAWS, REGULATIONS AND PERMITS.

- 7.1** CONSULTANT shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the services required by this Agreement. CONSULTANT shall be liable for, and bear all costs resulting from, any violations of the law in connection with services furnished by CONSULTANT, except any violation of the law due to the DISTRICT'S negligence or willful misconduct.
- 7.2** CONSULTANT shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations ("DIR").
- a) CONSULTANT agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.*, and California Code of Regulations, title 8, section 16000 *et seq.* (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such work including, without limitation, payroll recordkeeping requirements. CONSULTANT and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Section 7.2 of the Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: [www://dir.ca.gov/dslr](http://www.dir.ca.gov/dslr). Copies of the prevailing rate of per diem wages may be accessed at the DISTRICT'S administrative office and shall be made available

upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in this Section 7.2 of the Agreement available to interested parties upon request, and shall post and maintain copies at CONSULTANT'S principal place of business and at all sites where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONSULTANT shall forfeit, as a penalty to the DISTRICT, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by CONSULTANT, or any subcontractor under CONSULTANT, in violation of Prevailing Wage Laws.

- b) CONSULTANT and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code sections 1771.4(a)(3)(A) and 1776, including any required redactions. CONSULTANT shall keep the DISTRICT informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONSULTANT shall inform the DISTRICT of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due to CONSULTANT.
- c) Eight (8) hours of work shall constitute a legal day's work. CONSULTANT and any subcontractors shall forfeit, as a penalty to the DISTRICT, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONSULTANT or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONSULTANT and its subcontractors in excess of eight (8) hours per day at not less than the rates published by the California Department of Industrial Relations.
- d) CONSULTANT'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONSULTANT or any of its subcontractors. If applicable to the services performed under the Agreement, CONSULTANT shall comply with such apprenticeship requirements and submit apprentice information to the DISTRICT. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) or Three Hundred Dollars (\$300), depending on the circumstances, for each calendar day of non-compliance pursuant to section 1777.7.

- e) CONSULTANT shall require any subcontractors performing services described in this Section 7.2 of the Agreement to comply with all the above.
- f) CONSULTANT must be, and must require, all subcontractors performing services described in this Section 7.2 to be, registered with and have paid the annual fee to the DIR prior to execution of this Agreement pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. The performance of services described in this Section 7.2 is subject to compliance monitoring and enforcement by the DIR

8. SAFETY.

In carrying out CONSULTANT'S services, CONSULTANT shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the services and the conditions under which the services are 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, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

9. INSURANCE.

9.1 INSURANCE COVERAGE AND LIMITS.

CONSULTANT shall provide and maintain at all times during the performance of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Claims made policies shall not satisfy these insurance requirements unless CONSULTANT notifies DISTRICT and obtains DISTRICT'S prior written consent to the use of such claims made policies.

Coverage – CONSULTANT shall maintain coverage at least as broad as the following:

- a) Coverage for Professional Liability appropriate to CONSULTANT'S profession covering CONSULTANT'S wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.
- b) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- c) Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).

- d) Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

Limits - CONSULTANT shall maintain limits no less than the following:

- a) Professional Errors and Omissions Liability - One million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate.

Professional Errors and Omissions Liability is required if CONSULTANT provides or engages in any type of professional services including, but not limited to engineers, architects and construction management.

- b) 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 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 DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- c) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- d) Workers' Compensation insurance with statutory limits as required by California law and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

9.2 REQUIRED PROVISIONS. The insurance policies are to contain, or be endorsed to contain the following provisions:

- a) DISTRICT, its directors, officers, or employees are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by on or behalf of CONSULTANT; and with respect to liability arising out of services or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to CONSULTANT'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. The Project Name shall also be included.
- b) For any claims related to the services provided hereunder, CONSULTANT'S insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance, self-insurance, or other coverage maintained by DISTRICT, its directors, officers, or employees shall not contribute to it.

- c) Each insurance policy specified above are to state or be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice (ten (10) days for non-payment of premium) by U.S. mail has been provided to DISTRICT.
- d) In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement (if applicable), CONSULTANT shall notify DISTRICT prior to any changes.

9.3 PROFESSIONAL WARRANTY. CONSULTANT represents and warrants that: (a) the Professional Services will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with generally accepted industry standards reasonably expected of similar types of engagements, and (b) the Deliverables will substantially conform to the description and specifications set forth in Exhibit "A" for the specified period after delivery or if none stated, a period of XX days after the date of delivery ("Warranty Period"). To the extent any Professional Services or Deliverables do not substantially conform to the foregoing warranties, CONSULTANT shall promptly re-perform the Professional Services and/or resubmit the Deliverables. If after receiving notice of non-conformity CONSULTANT determines that the Professional Services cannot be performed or the Deliverables cannot reasonably be delivered pursuant to the specifications, within the Warranty Period, DISTRICT may elect to remedy or receive such Professional Services or Deliverable through another contractor and CONSULTANT shall reimburse DISTRICT within 30 days of request by DISTRICT. This warranty will apply only if: (a) no modification, alteration or addition has been made to the Deliverable(s) other than with CONSULTANT'S written consent; and (b) receives written notification of the breach during the applicable Warranty Period.

CONSULTANT warrants that any drawings and specifications, reports or other documents submitted by Contractor to Agency shall be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws.

9.4 WAIVER OF SUBROGATION. CONSULTANT hereby agrees to waive rights of subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of DISTRICT for all services performed by CONSULTANT, its employees, agents and subcontractors.

9.5 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

9.6 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise acceptable to DISTRICT.

9.7 EVIDENCES OF INSURANCE. Prior to execution of this Agreement, CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by DISTRICT before

services commence. However, failure to obtain the required documents prior the services beginning shall not waive CONSULTANT'S obligation to provide them.

CONSULTANT shall, upon demand of DISTRICT at any time, deliver to DISTRICT complete, certified copies or all required insurance policies, including endorsements, required by this Agreement.

9.8 SUBCONTRACTORS. In the event that CONSULTANT employs subcontractors as part of the services covered by this Agreement, it shall be the CONSULTANT'S responsibility to require and verify that each subcontractor meets the minimum insurance requirements specified in this Agreement.

10. NO CONFLICT OF INTEREST.

If CONSULTANT is providing services related to a DISTRICT project, CONSULTANT shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, CONSULTANT shall be deemed a "district officer or employee", and this section shall be interpreted in accordance with California Government Code Section 1090. In the event that CONSULTANT becomes financially interested in any other contract necessary for the undertaking of the project, this Agreement shall be null and void and DISTRICT shall be relieved of any responsibility whatsoever to provide compensation under the terms and conditions of any such contract for those services performed by CONSULTANT.

11. OWNERSHIP OF DOCUMENTS.

All documents, drawings, reports, and specifications, including details, computations, code, scripts, workflows, and other documents, prepared or provided by CONSULTANT under this Agreement shall be the property of DISTRICT. DISTRICT agrees to hold CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the documents and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computations, and other documents, prepared or provided by CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this Project.

12. CONFIDENTIAL INFORMATION.

Any written, printed, graphic, or electronically or magnetically recorded information furnished by DISTRICT for CONSULTANT'S use are the sole property of DISTRICT. CONSULTANT and its employee(s) shall keep this information in the strictest confidence and will not disclose it by any means to any person except with DISTRICT'S prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT'S employees, agents, and subcontractors. On termination or expiration of this Agreement, CONSULTANT shall promptly return any such confidential information in its possession to DISTRICT.

13. COMPENSATION.

13.1 For services performed by CONSULTANT in accordance with this Agreement, DISTRICT shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. This is a Time-and-Materials

contract. Overtime work must be authorized by the DISTRICT. The CONSULTANT may request in writing an annual rate increase of up to three percent (3%). Written request must be received a minimum of one month prior to the start of the DISTRICT's fiscal year (July 1). Upon approval, the revised rate shall take effect on the following billing statement. Rate increases to existing Agreements shall only be considered for Agreements longer than a one-year term. Maximum allowable markups will be five percent (5%) on subconsultants and other direct costs (ODC's). **CONSULTANT'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of \$ [REDACTED]**. No services shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the General Manager or Authorized Representative. CONSULTANT shall obtain approval from the General Manager or Authorized Representative prior to performing any services that result in incidental expenses to the DISTRICT.

13.2 CONSULTANT shall maintain accounting records including the following information:

- a) Names and titles of employees or agents, types of services performed, and times and dates of all services performed in connection with Agreement that is billed on an hourly basis.
- b) All incidental expenses including reproductions, computer printing, postage, mileage billed at current Internal Revenue Service ("IRS") Rate, and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to DISTRICT Accounting Manager, for verification of billings, within a reasonable time of the Accounting Manager's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to DISTRICT. DISTRICT will make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the General Manager or Authorized Representative. ***Each application for partial payment shall be accompanied with a Progress Report summarizing the status of the services performed during the period.***

13.5 DISTRICT reserves the right to withhold payments for services to cover potential or nonconforming services. Additionally, the DISTRICT may elect not to make a particular payment if any of the following exists:

- a) CONSULTANT with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to DISTRICT.
- b) CONSULTANT took an action without receiving DISTRICT'S prior approval as required under this Agreement.
- c) CONSULTANT is in default of a term or condition of this Agreement.

13.6 CONSULTANT shall ensure that any report generated under this Agreement shall comply with Government Code Section 7550.

14. TERMINATION OF AGREEMENT.

14.1 TERMINATION FOR CAUSE. If DISTRICT ("demanding party") has a good faith belief that CONSULTANT is not complying with the terms of this Agreement or is deemed non-responsive or non-responsible, DISTRICT will give written notice of the default (with reasonable specificity) to CONSULTANT and demand the default to be cured within ten (10) calendar days of the notice. Responsive is defined as conforming with material requirements and responsible is defined as possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract.

If CONSULTANT fails to cure the default within ten (10) calendar days of the notice, or if more than ten (10) calendar days are reasonably required to cure the default, and CONSULTANT fails to give adequate assurance and due performance within ten (10) calendar days of the notice, DISTRICT may terminate this Agreement upon written notice to CONSULTANT. In the event of a material breach of any representation or term of this Agreement by CONSULTANT that is not curable or results in a threat to health or safety, DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.

Upon termination, DISTRICT will pay CONSULTANT for any services completed up to and including the date of termination of this Agreement, in accordance with the compensation Section 13. DISTRICT will be required to compensate CONSULTANT only for services performed in accordance with the Agreement up to and including the date of termination. DISTRICT shall not pay for loss profit or overhead/extended overhead fees and at its sole discretion may deduct fees for any non-conforming or non-complying work.

14.2 TERMINATION FOR CONVENIENCE. DISTRICT will have the express right to terminate this Agreement at any time without cause by giving seven (7) consecutive days advanced written notice to CONSULTANT. This Agreement shall be automatically terminated without further action of any party upon expiration of the seven (7) day period.

Promptly upon receipt of any termination notice from the DISTRICT, CONSULTANT shall cease all further work and services, except as otherwise expressly directed by the DISTRICT in the written termination notice. In the event the DISTRICT exercises its termination right, CONSULTANT shall be paid only for work and services performed and approved by the DISTRICT to the date this Agreement terminates. The DISTRICT will have the express right to withhold any payment otherwise due CONSULTANT to correct any labor or materials determined to be defective by the DISTRICT at the time of termination.

All plans, maps, drawings, reports, designs, or other writings of any type or nature prepared by CONSULTANT as a result of this Agreement shall become and remain the sole property of the DISTRICT. All such writings shall be provided to the DISTRICT not later than seven (7) consecutive days after termination of this Contract for any reason. All labor, supplies, work and materials provided by CONSULTANT in conjunction with this Agreement will become and remain the sole property of the DISTRICT.

15. ASSIGNMENT AND DELEGATION.

15.1 This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of CONSULTANT'S duties be delegated or subcontracted, without the express written consent of DISTRICT. Any attempt to assign or delegate this Agreement without the

express written consent of DISTRICT shall be void and of no force or effect. Consent by DISTRICT to one assignment shall not be deemed to be consent to any subsequent assignment.

- 15.2 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. **AUDIT DISCLOSURE.**

Pursuant to Government Code section 8546.7, if the Agreement is over ten thousand dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment under the Agreement. CONSULTANT shall cooperate with any such examination or audit at no cost to DISTRICT.

17. **ENTIRE AGREEMENT.**

This Agreement, and the attached Exhibit "A", comprise the entire integrated understanding between DISTRICT and CONSULTANT concerning the services to be performed pursuant to this Agreement and supersedes all prior negotiations, representations, or agreements whether express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein. In the event of any conflict between the provisions of the Agreement and the Exhibit(s), the terms of the Agreement shall prevail.

18. **INTERPRETATION OF THE AGREEMENT.**

- 18.1 The interpretation, validity, and enforcement (including, without limitation, provisions concerning limitations of actions) of the Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom or rule requiring construction against the draftsman. The Agreement does not limit any other rights or remedies available to DISTRICT.

- 18.2 CONSULTANT shall be responsible for complying with all applicable local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

- 18.3 Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 18.4 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake of otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion.

19. **AGREEMENT MODIFICATION.**

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

20. DISPUTE RESOLUTION.

Upon the written demand of either party, any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be first submitted to mediation the cost of which shall be borne equally by the parties, if not resolved pursuant to the Government Claims Act, Government Code section 900 *et seq.* if applicable, and prior to the commencement of any legal action or other proceeding. Any mediation shall take place in the State of California, County of San Diego, and shall be concluded within sixty (60) days of the written demand, unless such time is extended by mutual written consent of the parties. Nothing herein waives or excuses compliance with the California Government Claims Act.

In the event mediation has not been successfully concluded within the time allowed, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California, County of San Diego, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if the amount in controversy is equal or greater than Two Hundred Fifty Thousand Dollars (\$250,000), or pursuant to its Streamlined Arbitration Rules and Procedures if the amount in controversy is less than Two Hundred Fifty Thousand Dollars (\$250,000). The use of arbitration shall allow full discovery by all parties associated with the dispute or claim. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The arbitrator may, in the award, allocate all or a part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. If either party petitions to confirm, correct or vacate the award as provided by Chapter 4, of Title 9 of the California Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to reasonable attorneys' fees to be fixed by the Court.

21. JURISDICTION, FORUM AND VENUE.

Except as otherwise required by Section 20 of this Agreement concerning dispute resolution, the proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, northern district of the County of San Diego. DISTRICT and CONSULTANT agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. DISTRICT and CONSULTANT hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise.

22. MAILING ADDRESSES.

Notices given pursuant to this Agreement shall be deemed communicated as of the earlier of the day of receipt or the fifth (5th) calendar day after deposit in the United States mail, postage prepaid, and addressed to the following:

DISTRICT: Rainbow Municipal Water District

3707 Old Hwy 395
Fallbrook, CA 92028
Phone: (760) 728-1178

CONSULTANT: Firm: _____
Address: _____
Address: _____
Phone: _____
Email: _____

Notices delivered personally will be deemed communicated as of actual receipt.

23. SIGNATURES.

Each party represents that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of such party.

24. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

25. ATTORNEY'S FEES.

In the event of a dispute arising under terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

CONSULTANT _____

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
CONSULTANT (PRINT NAME / TITLE)

By: _____
Jake Wiley, General Manager

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER APPROVAL OF AN AGREEMENT TO THE PERRAULT CORPORATION FOR MATERIALS PROCESSING SERVICES AT DISTRICT HEADQUARTERS (DIVISION 4)

BACKGROUND

In 2012, the Rainbow Municipal Water District (District) entered into a lease agreement (Contract No. 2012-02) with West-Tech Contracting Inc. (West-Tech) for the lower yard of the District headquarters. West-Tech used the lower yard to process concrete, asphalt, and other non-hazardous aggregate to produce recycled Class II Road Base. This lease was negotiated in conjunction with the Pala Mesa Tank construction with a lease payment of \$1.00 per year and took into consideration other work that was to be performed by West-Tech as part of the Pala Mesa Tank project. The lease with West-Tech expired in February 2015.

Following the expiration of West-Tech's lease agreement, staff began coordinating with three (3) companies to continue to process excess materials from District job sites. The Perrault Corporation (Perrault) was selected to provide the needed services. Perrault operated the site for five years until February 2020, when the lease was not renewed in preparation for the future development of the parcel.

DESCRIPTION

While operating and maintaining the wastewater and water systems, the majority of excavated material cannot be placed back into the trench zone. The surplus and often unusable material are then stored in the District's lower yard and ultimately the District pays for the materials to be hauled away for off-site recycling. As a result of several on-going projects, the spoils in the lower yard have grown exponentially.

Perrault, who is currently a supplier of rock, sand, and gravel to the District, was contacted to gauge interest in processing the unusable material for the District. The proposed plan is for Perrault to process the surplus material(s) from excavations throughout the District and, in exchange, will provide rock, sand, and gravel at no cost to the District. All excess material(s) not needed by the District will be sold by Perrault.

The District's standard Professional Services Agreement (PSA) has been modified to address specific services and exclusions to which this third party shall adhere. The District's General Counsel has approved all modifications to the District's PSA template. Some of the key provisions include: working hours, no public access, no business transactions of any kind on District premises, monthly vehicle washing services, no activities that could in any way disturb the environmentally sensitive areas surrounding the District property, etc. Upon execution of the PSA, the service provider shall abide by all stipulations and a District representative will monitor the activities to ensure compliance.

This item was presented to the Engineering and Operations (E&O) Committee at the February 4, 2025 meeting. The E&O committee agreed with the staff recommendation, Option 1.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility

ENVIRONMENTAL

In accordance with California Environmental Quality Act (CEQA) guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

Based on average annual purchases of materials by the District, this agreement will result in savings of approximately \$80,000 per year. In addition to providing materials, Perrault will also provide monthly District vehicle cleaning for further cost savings. Staff estimates that over the agreement’s proposed five-year period will result in a total cost savings of \$400,000.

Option 1:

- Approve the Professional Services Agreement with Perrault for services at District headquarters.
- Authorize the General Manager to execute the agreement on behalf of the District.
- Make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

Option 2:

- Do not recommend entering into the Professional Services Agreement.

STAFF RECOMMENDATION

Staff recommends Option 1.

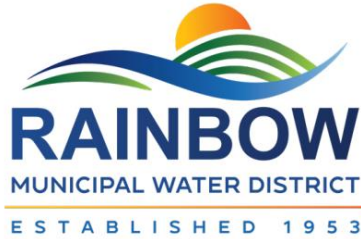


Robert Gutierrez
Chief Operating Officer

02/25/2025

Attachment(s):

1. Draft Professional Services Agreement
2. Exhibit A- Site Map



**RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395
FALLBROOK, CA 92028
(760) 728-1178**

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Processing and Provision of Excavated Materials and Related Services
Contract No. 25-XX**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of **February, 2025** by and between the **RAINBOW MUNICIPAL WATER DISTRICT**, a municipal water district, hereinafter designated as "**DISTRICT**", and **PERRAULT CORPORATION**, a **California corporation**, hereinafter designated as "**SERVICE PROVIDER**"

RECITALS

- A.** DISTRICT desires to obtain Professional Consulting Services from an independent contractor for the above-named Project.
- B.** DISTRICT desires to contract with SERVICE PROVIDER as an independent contractor and SERVICE PROVIDER desires to provide services to DISTRICT as an independent contractor.
- C.** SERVICE PROVIDER has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES PROVIDED BY SERVICE PROVIDER.

- 1.1** The professional services to be performed by SERVICE PROVIDER shall consist of the following: **Processing and Provision of Excavated Materials and Related Services.** The scope of services is more particularly defined to include all of the following:
 - a) Services/Materials Provided.** SERVICE PROVIDER shall provide the following materials listed to the DISTRICT up to amounts representing the DISTRICT'S normal operational needs to the DISTRICT at the DISTRICT'S facility located at 3707 Old Highway 395, Fallbrook, CA 92028

("Facility"): (i) ¾ inch crushed rock, (ii) class II road base, and (iii) SE 30 sand. SERVICE PROVIDER will use its own equipment to physically fill the DISTRICT'S storage bins for materials located at the Facility. Bins are not to be less than ¼ full at any time. SERVICE PROVIDER shall provide DISTRICT with MONTHLY (Friday) vehicle washing services for the following vehicles located at the Facility: (i) employee vehicles located in the DISTRICT'S public parking area and (ii) fleet vehicles located in the DISTRICT'S gated yard. No tractor-trailers, utility trailers, or portable restrooms. Employees wishing to have their personal vehicles washed must sign a waiver from Perrault.

- b) **Excavated Materials Processing.** SERVICE PROVIDER is responsible for processing all of the following excavated materials recovered from the DISTRICT'S own operations, not from contractors working for the District. Any outside companies must pay for disposing of materials, and process it into the materials to be provided, as well as discard the waste and excess materials from the Facility: (i) asphalt, (ii) concrete, (iii) native soil(s) from throughout the DISTRICT'S service area, and (iv) rock (rock can range in size from 5/8-inch to 6-inch). The DISTRICT is entitled to receive its own processed materials first. SERVICE PROVIDER may sell any excess materials not used by the DISTRICT to any of SERVICE PROVIDER'S other customers. No sales will be made to the general public at any District location. All excess material not needed by the DISTRICT to be sold to SERVICE PROVIDER'S other customers shall be transported off-site by SERVICE PROVIDER. No other transactions of any kind by SERVICE PROVIDER are permitted at the Facility nor at any other DISTRICT property. Excavated materials will remain unprocessed as long as the stockpiles are within the permitted working area and do not exceed 15-feet in height.
- c) **Delivery of Materials.** SERVICE PROVIDER will deliver any materials provided under this Agreement to any site within the DISTRICT up to ten (10) truck loads within each calendar year.
- d) **Land Use.** SERVICE PROVIDER will be allowed to use a portion of the Facility outlined in Exhibit "A" to process excavated materials to fulfill the DISTRICT'S materials needs. Within thirty (30) days of the effective date of this agreement, SERVICE PROVIDER shall submit an Operations Plan including but not limited to information on the hours, equipment used on property, safety plan, hazardous materials handling procedures, and key personnel contract information for the DISTRICT'S review and approval. The hours of operations by SERVICE PROVIDER shall be limited to 6 am to 5 pm, Monday through Friday or as authorized by the General Manager or Authorized Representative. SERVICE PROVIDER may not operate on the DISTRICT'S property without an approved Operations Plan. The Operations Plan may be updated from time to time with written approval by the DISTRICT. Within thirty days after termination of this Agreement, SERVICE PROVIDER must restore the land being used to the condition existing as of the effective date of this Agreement, unless otherwise agreed to in writing by the DISTRICT. **Prohibited Activities.** SERVICE

PROVIDER can engage in minor vehicle or equipment maintenance or repairs at the Facility. Only SERVICE PROVIDER'S officers, employees, agents and subcontractors, and their agents may be allowed access to the Facility. No general public access is allowed to the Facility (i.e. homeowners) trucking companies will be allowed. SERVICE PROVIDER shall not conduct any activity, or otherwise enter or disturb the environmentally sensitive areas shown in Exhibit "A" as such.

1.2 In performing the services provided under this Agreement, SERVICE PROVIDER shall work closely with DISTRICT'S General Manager or Authorized Representative and staff in performing services in accordance with this Agreement in order to receive clarification as to the result that DISTRICT expects to be accomplished by SERVICE PROVIDER. The General Manager or Authorized Representative shall be DISTRICT'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement.

1.3 SERVICE PROVIDER represents that its employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means SERVICE PROVIDER is able to fulfill the requirements of this Agreement. Failure to perform any service required under this Agreement constitutes a material breach of the Agreement.

2. **TERM AND TIMING REQUIREMENTS.**

2.1 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of an initial term of five (5) years from the effective date or the termination of the Agreement as provided under Section 14 of this Agreement.

2.2 SERVICE PROVIDER shall submit all requests for extensions of time for performance in writing to the General Manager or Authorized Representative no later than two (2) business days after the commencement of the cause of any unforeseeable delay beyond SERVICE PROVIDER'S control and in all cases prior the date on which performance is due if possible. The General Manager or Authorized Representative shall review all such requests and may grant reasonable time extensions in the DISTRICT'S sole discretion for unforeseeable delays which are beyond SERVICE PROVIDER'S control.

3. **SERVICE STANDARDS.**

3.1 All services shall be performed in accordance with applicable DISTRICT, county, state and federal Codes and criteria. In the performance of its professional services, SERVICE PROVIDER shall use the degree of care and skill ordinarily exercised by SERVICE PROVIDERS performing the same or similar work under similar conditions.

4. **INDEPENDENT CONTRACTOR.**

4.1 SERVICE PROVIDER'S relationship to DISTRICT shall be that of an independent contractor in performing all services hereunder. DISTRICT will not exercise any control or direction over the methods by which SERVICE PROVIDER shall perform its services and functions. DISTRICT'S sole interest and responsibility is to ensure that the services covered in this Agreement are performed in a competent, satisfactory and legal manner. The parties agree that no services, act, commission or omission of SERVICE PROVIDER

or its employee(s) pursuant to this Agreement shall be construed to make SERVICE PROVIDER or its employee(s) the agent, employee or servant of DISTRICT. SERVICE PROVIDER and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

- 4.2 SERVICE PROVIDER shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment requirements with respect to SERVICE PROVIDER or its employee(s).
- 4.3 SERVICE PROVIDER shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SERVICE PROVIDER represents and warrants that SERVICE PROVIDER customarily engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.
- 4.4 SERVICE PROVIDER shall have no authority, express or implied, to act on behalf of as an agent, or to bind DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager or Authorized Representative. If SERVICE PROVIDER'S services relate to an existing or future DISTRICT construction contract, SERVICE PROVIDER shall not communicate directly with, nor in any way direct the actions of, any bidder for that construction contract without the prior written authorization by the General Manager or Authorized Representative.

5. **WORKERS' COMPENSATION INSURANCE.**

- 5.1 By SERVICE PROVIDER'S signature hereunder, SERVICE PROVIDER certifies that SERVICE PROVIDER is aware of the provisions of Section 3700 of the California Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and SERVICE PROVIDER will comply with such provisions before commencing the performance of the services of this Agreement.

6. **INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.**

- 6.1 All officers, agents, employees and subcontractors, and their agents, who are employed by SERVICE PROVIDER to perform services under this Agreement, shall be deemed officers, agents and employees of SERVICE PROVIDER. To the extent and in any manner permitted by law, SERVICE PROVIDER shall defend, indemnify, and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from any claims, demands, liability from loss, damage, or injury to property or persons, including wrongful death, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of SERVICE PROVIDER, including SERVICE PROVIDER'S officers, employees and agents, in connection with the services required by this Agreement, including without limitation, the payment of reasonable attorneys' fees and costs. The foregoing indemnity, hold harmless and defense obligation of SERVICE PROVIDER shall apply except to the extent the loss, damage or injury is caused by the active negligence or willful misconduct of an indemnified party.

- 6.2 To the extent permitted by law, SERVICE PROVIDER shall defend, indemnify and hold harmless DISTRICT, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the SERVICE PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them, or anyone under SERVICE PROVIDER's control whose actions may create liability in connection with the services required by this Agreement, including any claim related to or incident to a breach of any governmental law or regulation by SERVICE PROVIDER, except where caused by the active negligence or willful misconduct of DISTRICT, its directors, officers, employees, and authorized volunteers.
- 6.3 SERVICE PROVIDER shall defend, at SERVICE PROVIDER'S own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT or DISTRICT'S directors, officers, employees, authorized volunteers and agents, and each of them. DISTRICT shall be consulted regarding and approve of the selection of defense counsel.
- 6.4 SERVICE PROVIDER shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, authorized volunteers and agents, and each of them, in any and all such aforesaid claims, suits, action or other legal proceeding. SERVICE PROVIDER shall not agree without DISTRICT'S prior written consent, to any settlement which would require DISTRICT to pay any money or perform some affirmative act, including in the case of intellectual property infringement any payment of money or performance of some affirmative act to continue using SERVICE PROVIDER Products.
- 6.5 SERVICE PROVIDER'S indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. **LAWS, REGULATIONS AND PERMITS.**

- 7.1 SERVICE PROVIDER shall give all notices required by law and comply with all Federal, State, and local laws, ordinances, rules and regulations pertaining to the conduct of the services required by this Agreement. SERVICE PROVIDER will obtain and maintain all necessary permits to perform the work under this Agreement, including any activities related to its operations on the Facility. SERVICE PROVIDER shall be liable for, and bear all costs resulting from, any violations of the law in connection with services furnished by SERVICE PROVIDER, except any violation of the law due to the DISTRICT'S negligence or willful misconduct.

8. **SAFETY.**

In carrying out SERVICE PROVIDER'S services, SERVICE PROVIDER shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the services and the conditions under which the services are 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, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident

prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries. Notwithstanding the right to terminate the Agreement immediately for material threat to safety as outlined in Section 14.1, the District also retains the right to have the SERVICE PROVIDER immediately cease and desist from any and all operations on the DISTRICT'S property without the termination of the Agreement if the DISTRICT determines in its sole discretion there is a material and imminent risk of harm to anyone on the DISTRICT'S property from the SERVICE PROVIDER'S operations. Such notice may be given verbally to the SERVICE PROVIDER'S supervisory staff on-site with a written notice to be followed-up within 24 hours. Operations may continue once the safety issue is resolved to the DISTRICT'S satisfaction and written notice is provided by the DISTRICT.

9. INSURANCE.

9.1 INSURANCE COVERAGE AND LIMITS.

SERVICE PROVIDER shall provide and maintain at all times during the performance of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by SERVICE PROVIDER, its agents, representatives, employees or subcontractors. Claims made policies shall not satisfy these insurance requirements unless SERVICE PROVIDER notifies DISTRICT and obtains DISTRICT'S prior written consent to the use of such claims made policies.

Coverage – SERVICE PROVIDER shall maintain coverage at least as broad as the following:

- a) Coverage for Professional Liability appropriate to SERVICE PROVIDER'S profession covering SERVICE PROVIDER'S wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.
- b) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- c) Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).
- d) Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

Limits - SERVICE PROVIDER shall maintain limits no less than the following:

- a) Professional Errors and Omissions Liability - One million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate.

Professional Errors and Omissions Liability is required if SERVICE PROVIDER provides or engages in any type of professional services

including, but not limited to engineers, architects and construction management.

- b) General Liability - Five million dollars (\$5,000,000) 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 DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- c) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- d) Workers' Compensation insurance with statutory limits as required by California law and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

9.2 REQUIRED PROVISIONS. The insurance policies are to contain, or be endorsed to contain the following provisions:

- a) DISTRICT, its directors, officers, or employees are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by on or behalf of SERVICE PROVIDER; and with respect to liability arising out of services or operations performed by or on behalf of SERVICE PROVIDER including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to SERVICE PROVIDER'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. The Project Name shall also be included.
- b) For any claims related to the services provided hereunder, SERVICE PROVIDER'S insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance, self-insurance, or other coverage maintained by DISTRICT, its directors, officers, or employees shall not contribute to it.
- c) Each insurance policy specified above are to state or be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice (ten (10) days for non-payment of premium) by U.S. mail has been provided to DISTRICT.
- d) In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required

under this Agreement (if applicable), SERVICE PROVIDER shall notify DISTRICT prior to any changes.

9.3 PROFESSIONAL WARRANTY. SERVICE PROVIDER represents and warrants that: (a) the Professional Services will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with generally accepted industry standards reasonably expected of similar types of engagements, and (b) the Deliverables will substantially conform to the description and specifications set forth in this Agreement for the specified period after delivery or if none stated, a period of 60 days after the date of delivery ("Warranty Period"). To the extent any Professional Services or Deliverables do not substantially conform to the foregoing warranties, SERVICE PROVIDER shall promptly re-perform the Professional Services and/or resubmit the Deliverables. If after receiving notice of non-conformity SERVICE PROVIDER determines that the Professional Services cannot be performed or the Deliverables cannot reasonably be delivered pursuant to the specifications, within the Warranty Period, DISTRICT may elect to remedy or receive such Professional Services or Deliverable through another contractor and SERVICE PROVIDER shall reimburse DISTRICT within 30 days of request by DISTRICT. This warranty will apply only if: (a) no modification, alteration or addition has been made to the Deliverable(s) other than with SERVICE PROVIDER'S written consent; and (b) receives written notification of the breach during the applicable Warranty Period.

SERVICE PROVIDER warrants that any drawings and specifications, reports or other documents submitted by Contractor to Agency shall be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws.

9.4 WAIVER OF SUBROGATION. SERVICE PROVIDER hereby agrees to waive rights of subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER by virtue of the payment of any loss. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of DISTRICT for all services performed by SERVICE PROVIDER, its employees, agents and subcontractors.

9.5 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to the DISTRICT. At the option of DISTRICT, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

9.6 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise acceptable to DISTRICT.

9.7 EVIDENCES OF INSURANCE. Prior to execution of this Agreement, SERVICE PROVIDER shall furnish DISTRICT with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by DISTRICT before services commence. However, failure to obtain the required documents prior to the services beginning shall not waive SERVICE PROVIDER'S obligation to provide them.

SERVICE PROVIDER shall, upon demand of DISTRICT at any time, deliver to DISTRICT complete, certified copies or all required insurance policies, including endorsements, required by this Agreement.

- 9.8 SUBCONTRACTORS.** In the event that SERVICE PROVIDER employs subcontractors as part of the services covered by this Agreement, it shall be the SERVICE PROVIDER'S responsibility to require and verify that each subcontractor meets the minimum insurance requirements specified in this Agreement.

10. NO CONFLICT OF INTEREST.

If SERVICE PROVIDER is providing services related to a DISTRICT project, SERVICE PROVIDER shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, SERVICE PROVIDER shall be deemed a "district officer or employee", and this section shall be interpreted in accordance with California Government Code Section 1090. In the event that SERVICE PROVIDER becomes financially interested in any other contract necessary for the undertaking of the project, this Agreement shall be null and void and DISTRICT shall be relieved of any responsibility whatsoever to provide compensation under the terms and conditions of any such contract for those services performed by SERVICE PROVIDER.

11. OWNERSHIP OF DOCUMENTS.

All documents, drawings, reports, and specifications, including details, computations, code, scripts, workflows, and other documents, prepared or provided by SERVICE PROVIDER under this Agreement shall be the property of DISTRICT. DISTRICT agrees to hold SERVICE PROVIDER free and harmless from any claim arising from any use, other than the purpose intended, of the documents and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computations, and other documents, prepared or provided by SERVICE PROVIDER. SERVICE PROVIDER may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this Project.

12. CONFIDENTIAL INFORMATION.

Any written, printed, graphic, or electronically or magnetically recorded information furnished by DISTRICT for SERVICE PROVIDER'S use are the sole property of DISTRICT. SERVICE PROVIDER and its employee(s) shall keep this information in the strictest confidence and will not disclose it by any means to any person except with DISTRICT'S prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to SERVICE PROVIDER'S employees, agents, and subcontractors. On termination or expiration of this Agreement, SERVICE PROVIDER shall promptly return any such confidential information in its possession to DISTRICT.

13. COMPENSATION.

- 13.1** For services performed by SERVICE PROVIDER in accordance with this Agreement, SERVICE PROVIDER is entitled to have access to the Facility to provide such services and may retain all of the revenues associated with the sale of any excess materials not used by the DISTRICT to any of SERVICE PROVIDER'S other customers. SERVICE PROVIDER is not entitled to any separate compensation from the DISTRICT under this

Agreement beyond having access to the Facility and retaining such revenues. SERVICE PROVIDER shall obtain approval from the General Manager or Authorized Representative prior to performing any services that result in incidental expenses to the DISTRICT.

13.2 DISTRICT reserves the right to prohibit SERVICE PROVIDER from selling any excess materials not used by the DISTRICT to any of SERVICE PROVIDER'S other customers in the event of nonconforming services. Additionally, the DISTRICT may elect not to make a particular payment if any of the following exists:

- a) SERVICE PROVIDER with or without knowledge, made any negligent or intentional misrepresentation of substantial and material nature with respect to any information furnished to DISTRICT.
- b) SERVICE PROVIDER took an action without receiving DISTRICT'S prior approval as required under this Agreement.
- c) SERVICE PROVIDER is in default of a term or condition of this Agreement and has failed to cure the breach within 10 (ten) days of knowledge of the default.

14. TERMINATION OF AGREEMENT.

14.1 TERMINATION FOR CAUSE. If DISTRICT ("demanding party") has a good faith belief that SERVICE PROVIDER is not complying with the terms of this Agreement or is deemed non-responsive or non-responsible, DISTRICT will give written notice of the default (with reasonable specificity) to SERVICE PROVIDER and demand the default to be cured within ten (10) calendar days of the notice. Responsive is defined as conforming with material requirements and responsible is defined as possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract.

If SERVICE PROVIDER fails to cure the default within ten (10) calendar days of the notice, or if more than ten (10) calendar days are reasonably required to cure the default, and SERVICE PROVIDER fails to give adequate assurance and due performance within ten (10) calendar days of the notice, DISTRICT may terminate this Agreement upon written notice to SERVICE PROVIDER. In the event of a material breach of any representation or term of this Agreement by SERVICE PROVIDER that is not curable or results in a threat to health or safety, DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.

Upon termination, SERVICE PROVIDER will only be entitled to any revenues associated with the sale of any excess materials not used by the DISTRICT to any of SERVICE PROVIDER'S other customers up to and including the date of termination of this Agreement, in accordance with the compensation Section 13. DISTRICT shall not pay for lost profit or overhead/extended overhead fees by SERVICE PROVIDER.

14.2 TERMINATION FOR CONVENIENCE. DISTRICT will have the express right to terminate this Agreement at any time without cause by giving sixty (60) consecutive days advanced written notice to SERVICE PROVIDER. This Agreement shall be automatically terminated without further action of any party upon expiration of the sixty (60) day period.

Promptly upon receipt of any termination notice from the DISTRICT, SERVICE PROVIDER shall cease all further work and services, except as otherwise expressly

directed by the DISTRICT in the written termination notice. In the event the DISTRICT exercises its termination right, SERVICE PROVIDER will only be entitled to any revenues associated with the sale of any excess materials not used by the DISTRICT to any of SERVICE PROVIDER'S other customers to the date this Agreement terminates.

15. ASSIGNMENT AND DELEGATION.

15.1 This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of SERVICE PROVIDER'S duties be delegated or subcontracted, without the express written consent of DISTRICT. Any attempt to assign or delegate this Agreement without the express written consent of DISTRICT shall be void and of no force or effect. Consent by DISTRICT to one assignment shall not be deemed to be consent to any subsequent assignment.

15.2 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. AUDIT DISCLOSURE.

Pursuant to Government Code section 8546.7, if the Agreement is over ten thousand dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment under the Agreement. SERVICE PROVIDER shall cooperate with any such examination or audit at no cost to DISTRICT.

17. ENTIRE AGREEMENT.

This Agreement comprises the entire integrated understanding between DISTRICT and SERVICE PROVIDER concerning the services to be performed pursuant to this Agreement and supersedes all prior negotiations, representations, or agreements whether express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein. In the event of any conflict between the provisions of the Agreement and the Exhibit(s), the terms of the Agreement shall prevail.

18. INTERPRETATION OF THE AGREEMENT.

18.1 The interpretation, validity, and enforcement (including, without limitation, provisions concerning limitations of actions) of the Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom or rule requiring construction against the draftsman. The Agreement does not limit any other rights or remedies available to DISTRICT.

18.2 SERVICE PROVIDER shall be responsible for complying with all applicable local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

18.3 Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.4 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake of otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith by physically amended to make such insertion.

19. AGREEMENT MODIFICATION.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

20. DISPUTE RESOLUTION.

Upon the written demand of either party, any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be first submitted to mediation the cost of which shall be borne equally by the parties, if not resolved pursuant to the Government Claims Act, Government Code section 900 *et seq.* if applicable, and prior to the commencement of any legal action or other proceeding. Any mediation shall take place in the State of California, County of San Diego, and shall be concluded within sixty (60) days of the written demand, unless such time is extended by mutual written consent of the parties. Nothing herein waives or excuses compliance with the California Government Claims Act.

In the event mediation has not been successfully concluded within the time allowed, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California, County of San Diego, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if the amount in controversy is equal or greater than Two Hundred Fifty Thousand Dollars (\$250,000), or pursuant to its Streamlined Arbitration Rules and Procedures if the amount in controversy is less than Two Hundred Fifty Thousand Dollars (\$250,000). The use of arbitration shall allow full discovery by all parties associated with the dispute or claim. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The arbitrator may, in the award, allocate all or a part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. If either party petitions to confirm, correct or vacate the award as provided by Chapter 4, of Title 9 of the California Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to reasonable attorneys' fees to be fixed by the Court.

21. JURISDICTION, FORUM AND VENUE.

Except as otherwise required by Section 20 of this Agreement concerning dispute resolution, the proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, northern district of the County of San Diego. DISTRICT and SERVICE PROVIDER agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. DISTRICT and SERVICE PROVIDER hereby submit to personal jurisdiction in the State of California for the

enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise.

22. MAILING ADDRESSES.

Notices given pursuant to this Agreement shall be deemed communicated as of the earlier of the day of receipt or the fifth (5th) calendar day after deposit in the United States mail, postage prepaid, and addressed to the following:

DISTRICT: **Rainbow Municipal Water District**
3707 Old Hwy 395
Fallbrook, CA 92028
Phone: (760) 728-1178

SERVICE PROVIDER: **Perrault Corporation**
P.O. Box 578
Bonsall, CA 92003
Phone: (760) 466-1024

Notices delivered personally will be deemed communicated as of actual receipt.

23. SIGNATURES.

Each party represents that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of such party.

24. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

25. ATTORNEY'S FEES.

In the event of a dispute arising under terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

PERRAULT CORPORATION

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
Charles Perrault, President

By: _____
Jake Wiley, General Manager

DRAFT



BOARD ACTION

Item No. 9.F

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER APPROVAL OF AN AGREEMENT WITH DEXTER WILSON ENGINEERING, INC. FOR THE DESIGN OF THE GOPHER PUMP STATION PROJECT (DIVISION 1)

BACKGROUND

Rainbow Municipal Water District's (District) temporary Gopher Pump Station is located off Wild Acres Road. It has been in operation for one-year and takes water from Turner Tank and pumps to the District's Gopher Tank. The temporary pump station was installed to address an operational need identified during the construction of the West Lilac, Rancho Amigos, and Dentro De Lomas pump stations. The district intends to ultimately replace the temporary system with a permanent pump station. The proposed pump station will incorporate new piping and valving configurations to the existing system so that water can not only be pumped directly to the Gopher Tank but also have capability to draw from or discharge to any of the three (3) southern tank zones (Hutton, Turner, and Gopher) see Figure 1. The proposed pump station will become a main terminus location to pump to any of the three (3) southern tank zones, thus providing maximum operation flexibility during high water demands, Public Safety Power Shutoffs (PSPS) events, system shutdowns, or other planned or unplanned pump station outages in these zones.

DESCRIPTION

In November 2024, the District solicited project design services from its pre-qualified on-call civil engineering firms. The District received responses from all four (4) firms:

Name	Cost Proposal	Proposed Schedule
Ardurra	\$375,014	15 momnths
Dexter Wilson Engineering, Inc.	\$220,000	11.5 months
Harris & Associates	\$343,877	9 months
WaterWorks Engineers, LLC.	\$249,979	11 months

Staff reviewed and evaluated the proposals based on the approach to requested work, team qualifications, relevant project experience, cost, and proposed schedule. The staff evaluation found that Dexter Wilson Engineering, Inc. (Dexter Wilson) was the most qualified to perform the Gopher Pump Station design services in the amount of \$220,000. The proposed work is part of the Fiscal Year (FY) 24/25 Capital Improvement Program (CIP) and within the allocated project budget.

This item was presented to the Engineering and Operations Committee at the February 4, 2025. Following a robust discussion on the topic, the Committee voted in favor of staff's recommendation of Option 1, to award the design contract. The primary point of concern was the prioritization of this project with respect to other District needs, mainly pipeline replacements. Staff assured the Committee that we remain committed to the rehabilitation and replacement projects identified in the CIP and that prioritization of all Projects will be a key point of discussion with both the Committee and Board as the 5-Year CIP is updated on an annual basis.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management

ENVIRONMENTAL

In accordance with California Environmental Quality Act (CEQA) guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review will be conducted concurrent with the project design.

BOARD OPTIONS/FISCAL IMPACTS

Adequate funding for the Professional Services Agreement was approved as part of the District's CIP for FY24/25. Initially, the project was conceived as a rudimentary replacement to the temporary pump skid that exists now. The functionality of that skid is to move water from Turner Tank to Gopher Tank only. As planning for project has progressed, it has become apparent that the proposed pump station will serve a much broader continuity of service need to the entire southern service area. This has consequently expanded the scope and anticipated construction cost of the project to a point where staff believes additional funding will be needed beyond the original \$710,000 to fully fund construction. A preliminary estimate is provided in the attached Project Cost Summary (Figure 2), however, as the project design progresses, staff will provide updated estimates and adjust the 5-year CIP accordingly.

Option 1:

- Approve the Professional Services Agreement with Dexter Wilson for design services for the Gopher Pump Station project.
- Authorize the General Manager to execute the agreement on behalf of the District.
- Make a determination that the action before the Board as defined herein does not constitute a "project" as defined by CEQA.

Option 2:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering & CIP Program Manager

02/25/2025

Attachment(s):

1. Figure 1- Pump Station Diagram
2. Figure 2- Project Cost Summary
3. Figure 3- Project Site Map
4. Draft Professional Services agreement

Figure 1
Gopher Pump Station

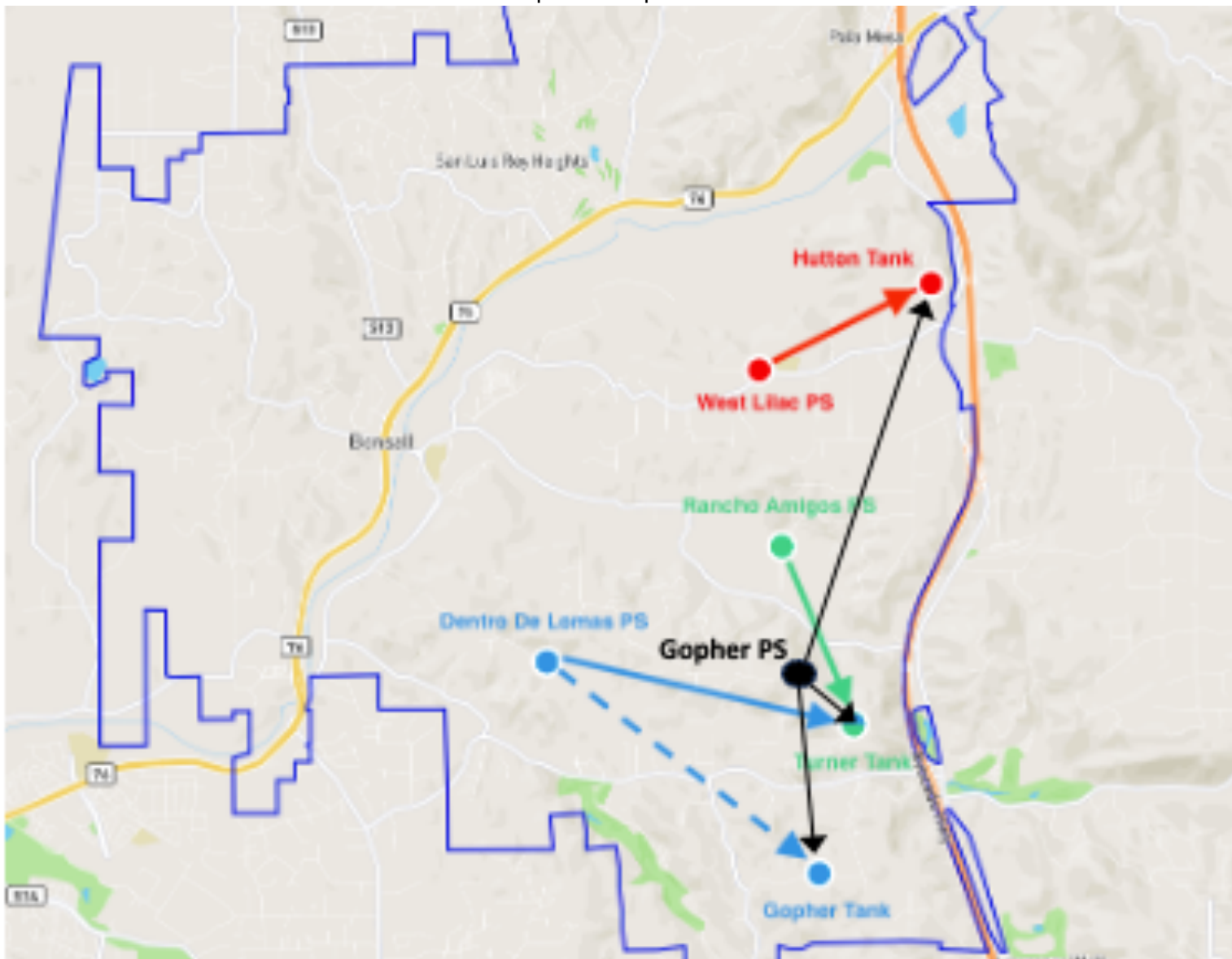
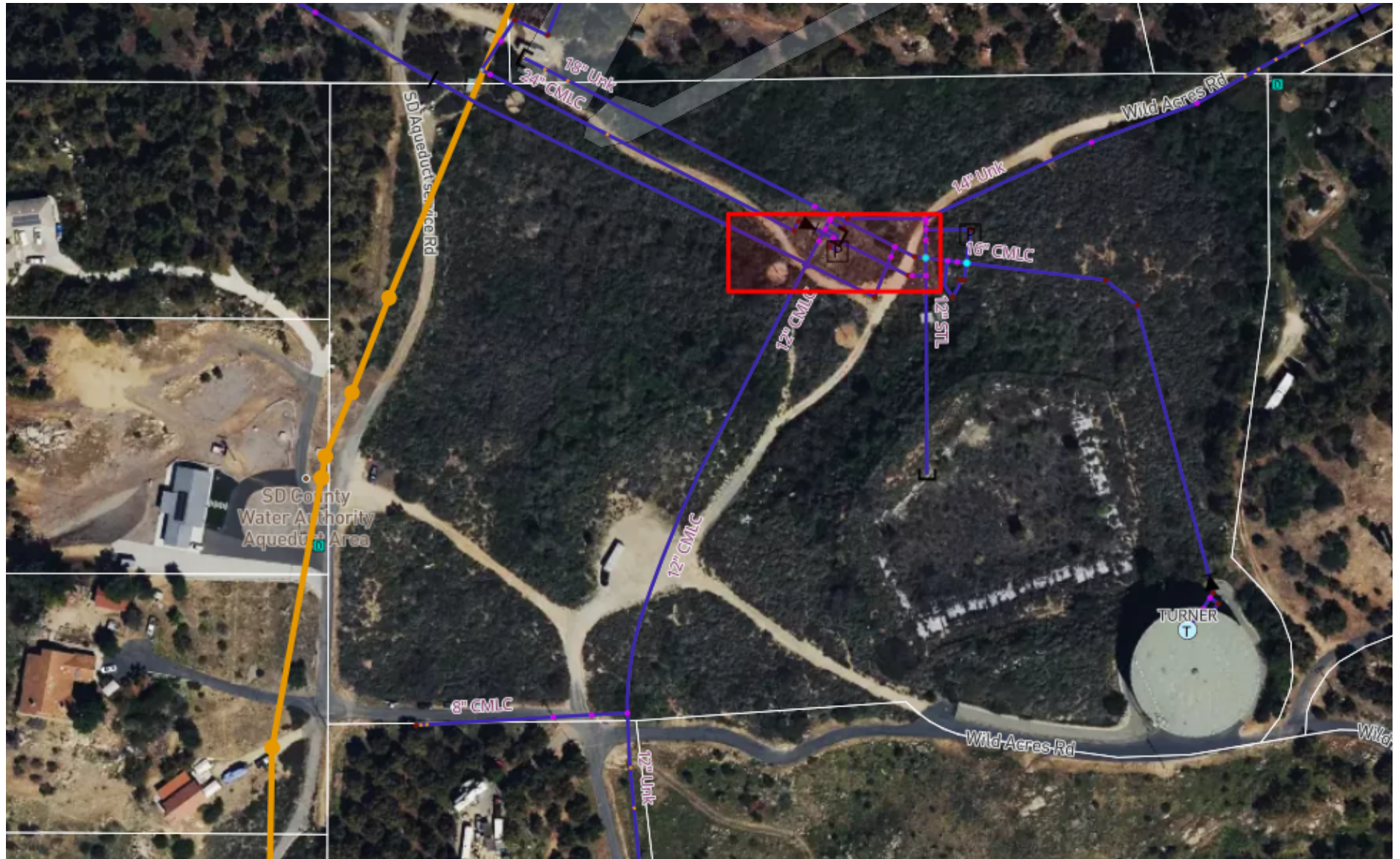


FIGURE 2
Project Cost Summary

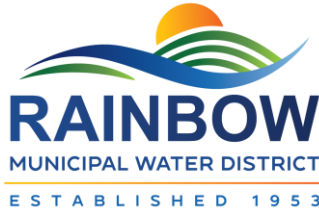
Gopher Pump Station Preliminary Estimate Updated 01/31/25	
Project Number 600094	
Pumps	\$ 85,000.00
Skid Assembly	\$ 50,000.00
Electrical & Instrumentation	\$ 125,000.00
Piping, Valving & Appurtenances	\$ 100,000.00
Building	\$ 150,000.00
Gen Set/Enclosure	\$ 125,000.00
Site Work	\$ 150,000.00
Estimated Construction Subtotal	\$ 785,000.00
Mob & Demob @ 5%	\$ 39,250.00
OH & Profit @ 15%	\$ 117,750.00
Escalation to mid-point	\$ 78,500.00
Estimated Construction Cost	\$ 1,020,500.00
Design	\$ 220,000.00
Environmental	
Staff Time	
Eng @ 5%	\$ 51,025.00
CM & Inspection @ 15%	\$ 153,075.00
Subtotal Project Costs	\$ 1,444,600.00
Contingencies @ 20%	\$ 288,920.00
Estimated Total Project Costs	\$ 1,733,520.00
Approved FY 24-25 Budget	\$ 710,000.00
Expenditures To Date	\$ (4,141.00)
Remaining Available FY24-25 Budget	\$ 705,859.00
Estimated Future Funding Request	\$ 1,027,661.00

Figure 2
Gopher Pump Station



<p>1" = 129 ft</p>	<p>Sub Title</p>	<p>01/28/2025</p>	
--------------------	------------------	--------------------------	--

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



**RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395
FALLBROOK CA, 92028
(760) 728-1178**

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: GOPHER PUMP STATION PROJECT
Project No. 600094, Contract No. 25-0X**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of **Month, 2025** by and between the **RAINBOW MUNICIPAL WATER DISTRICT**, a municipal water district, hereinafter designated as "**DISTRICT**", and _____, a **California corporation**, hereinafter designated as "**CONSULTANT**"

RECITALS

- A.** DISTRICT desires to obtain Professional Consulting Services from an independent contractor for the above-named Project.
- B.** CONSULTANT has submitted a proposal to provide professional services for DISTRICT in accordance with the terms set forth in this Agreement.
- C.** DISTRICT desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to DISTRICT as an independent contractor.
- D.** CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.

- 1.1** The professional services to be performed by CONSULTANT shall consist of the following: **design services for the Gopher Pump Station project.** The scope of services is more particularly defined in Exhibit "A", attached and made a part hereof. Any additional engineering services will be requested in writing as set forth in Section 19.

ATTACHMENT 4

1.2 In performing the services set forth in Exhibit “A”, CONSULTANT shall work closely with DISTRICT’S General Manager or Authorized Representative and staff in performing services in accordance with this Agreement in order to receive clarification as to the result that DISTRICT expects to be accomplished by CONSULTANT. The General Manager or Authorized Representative, shall be DISTRICT’S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement.

1.3 CONSULTANT represents that its employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all services required under this Agreement constitutes a material breach of the Agreement.

2. TERM AND TIMING REQUIREMENTS.

2.1 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Section 14 of this Agreement.

2.2 CONSULTANT’S performance of services under this Agreement shall be in accordance with the schedule outlined below unless otherwise modified in writing as set forth in Section 19. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by DISTRICT.

Task	Due Date
Notice to Proceed	Two (2) weeks from Board Award
Progress Report	Monthly following commencement of Design
Final Submittal	January 31, 2026

2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the General Manager or Authorized Representative no later than two (2) business days after the commencement of the cause of any unforeseeable delay beyond CONSULTANT’S control and in all cases prior the date on which performance is due if possible. The General Manager or Authorized Representative shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT’S control.

2.4 For all time periods not specifically set forth herein, CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, e-mail or mail.

3. STUDY CRITERIA AND STANDARDS.

- 3.1 All services shall be performed in accordance with applicable DISTRICT, county, state and federal Codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANTs performing the same or similar work under similar conditions.

4. INDEPENDENT CONTRACTOR.

- 4.1 CONSULTANT'S relationship to DISTRICT shall be that of an independent contractor in performing all services hereunder. DISTRICT will not exercise any control or direction over the methods by which CONSULTANT shall perform its services and functions. DISTRICT'S sole interest and responsibility is to ensure that the services covered in this Agreement are performed in a competent, satisfactory and legal manner. The parties agree that no services, act, commission or omission of CONSULTANT or its employee(s) pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee or servant of DISTRICT. CONSULTANT and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

- 4.2 CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment requirements with respect to CONSULTANT or its employee(s). CONSULTANT agrees to indemnify, defend and hold DISTRICT harmless from any and all liability, damages or losses (including attorney's fees, costs, penalties and fines) DISTRICT suffers as a result of CONSULTANT'S failure comply with the foregoing.

- 4.3 CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT represents and warrants that CONSULTANT customarily engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.

- 4.4 CONSULTANT shall have no authority, express or implied, to act on behalf of as an agent, or to bind DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager or Authorized Representative. If CONSULTANT'S services relate to an existing or future DISTRICT construction contract, CONSULTANT shall not communicate directly with, nor in any way direct the actions of, any bidder for that construction contract without the prior written authorization by the General Manager or Authorized Representative.

5. WORKERS' COMPENSATION INSURANCE.

- 5.1 By CONSULTANT'S signature hereunder, CONSULTANT certifies that CONSULTANT is aware of the provisions of Section 3700 of the California Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONSULTANT will comply with such provisions before commencing the performance of the services of this Agreement.

6. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.

- 6.1** All officers, agents, employees and subcontractors, and their agents, who are employed by CONSULTANT to perform services under this Agreement, shall be deemed officers, agents and employees of CONSULTANT. To the extent and in any manner permitted by law, CONSULTANT shall defend, indemnify, and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from any claims, demands, liability from loss, damage, or injury to property or persons, including wrongful death, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, including CONSULTANT'S officers, employees and agents, in connection with the services required by this Agreement, including without limitation, the payment of reasonable attorneys' fees and costs. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT'S proportionate percentage of fault, as determined by a court of law. The foregoing indemnity, hold harmless and defense obligation of CONSULTANT shall apply except to the extent the loss, damage or injury is caused by the sole negligence or willful misconduct of an indemnified party.
- 6.2** To the extent and in any matter permitted by law, CONSULTANT shall defend, indemnify and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from and against any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, related to or incident to a breach of any governmental law or regulations, compliance with which is the responsibility of CONSULTANT, except any violation of law due to the DISTRICT'S negligence or willful misconduct.
- 6.3** CONSULTANT shall defend, at CONSULTANT'S own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT or DISTRICT'S directors, officers, employees, authorized volunteers and agents, and each of them. DISTRICT shall be consulted regarding and approve of the selection of defense counsel.
- 6.4** CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, authorized volunteers and agents, and each of them, in any and all such aforesaid claims, suits, action or other legal proceeding. CONSULTANT shall not agree without DISTRICT'S prior written consent, to any settlement which would require DISTRICT to pay any money or perform some affirmative act, including in the case of intellectual property infringement any payment of money or performance of some affirmative act to continue using CONSULTANT Products.
- 6.5** CONSULTANT'S indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. LAWS, REGULATIONS AND PERMITS.

- 7.1** CONSULTANT shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the services required by this Agreement. CONSULTANT shall be liable for, and bear all costs resulting from, any violations of the law in connection with services furnished by CONSULTANT, except any violation of the law due to the DISTRICT'S negligence or willful misconduct.

ATTACHMENT 4

7.2 CONSULTANT shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations (“DIR”).

- a) CONSULTANT agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.*, and California Code of Regulations, title 8, section 16000 *et seq.* (collectively, “Prevailing Wage Laws”) and any additional applicable California Labor Code provisions related to such work including, without limitation, payroll recordkeeping requirements. CONSULTANT and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Section 7.2 of the Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: [www://dir.ca.gov/dslr](http://www.dir.ca.gov/dslr). Copies of the prevailing rate of per diem wages may be accessed at the DISTRICT’S administrative office and shall be made available upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in this Section 7.2 of the Agreement available to interested parties upon request, and shall post and maintain copies at CONSULTANT’S principal place of business and at all sites where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONSULTANT shall forfeit, as a penalty to the DISTRICT, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by CONSULTANT, or any subcontractor under CONSULTANT, in violation of Prevailing Wage Laws.
- b) CONSULTANT and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code sections 1771.4(a)(3)(A) and 1776, including any required redactions. CONSULTANT shall keep the DISTRICT informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONSULTANT shall inform the DISTRICT of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due to CONSULTANT.
- c) Eight (8) hours of work shall constitute a legal day’s work. CONSULTANT and any subcontractors shall forfeit, as a penalty to the DISTRICT, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONSULTANT or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8)

ATTACHMENT 4

hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONSULTANT and its subcontractors in excess of eight (8) hours per day at not less than the rates published by the California Department of Industrial Relations.

- d) CONSULTANT'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONSULTANT or any of its subcontractors. If applicable to the services performed under the Agreement, CONSULTANT shall comply with such apprenticeship requirements and submit apprentice information to the DISTRICT. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) or Three Hundred Dollars (\$300), depending on the circumstances, for each calendar day of non-compliance pursuant to section 1777.7.
- e) CONSULTANT shall require any subcontractors performing services described in this Section 7.2 of the Agreement to comply with all the above.
- f) CONSULTANT must be, and must require, all subcontractors performing services described in this Section 7.2 to be, registered with and have paid the annual fee to the DIR prior to execution of this Agreement pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. The performance of services described in this Section 7.2 is subject to compliance monitoring and enforcement by the DIR

8. SAFETY.

In carrying out CONSULTANT'S services, CONSULTANT shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the services and the conditions under which the services are 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, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

9. INSURANCE.

9.1 INSURANCE COVERAGE AND LIMITS.

CONSULTANT shall provide and maintain at all times during the performance of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by

ATTACHMENT 4

CONSULTANT, its agents, representatives, employees or subcontractors. Claims made policies shall not satisfy these insurance requirements unless CONSULTANT notifies DISTRICT and obtains DISTRICT'S prior written consent to the use of such claims made policies.

Coverage – CONSULTANT shall maintain coverage at least as broad as the following:

- a) Coverage for Professional Liability appropriate to CONSULTANT'S profession covering CONSULTANT'S wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.
- b) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- c) Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).
- d) Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

Limits - CONSULTANT shall maintain limits no less than the following:

- a) Professional Errors and Omissions Liability - One million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate.

Professional Errors and Omissions Liability is required if CONSULTANT provides or engages in any type of professional services including, but not limited to engineers, architects and construction management.
- b) 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 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 DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- c) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- d) Workers' Compensation insurance with statutory limits as required by California law and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

9.2 REQUIRED PROVISIONS. The insurance policies are to contain, or be endorsed to contain the following provisions:

ATTACHMENT 4

- a) DISTRICT, its directors, officers, or employees are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by on or behalf of CONSULTANT; and with respect to liability arising out of services or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to CONSULTANT'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. The Project Name shall also be included.
- b) For any claims related to the services provided hereunder, CONSULTANT'S insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance, self-insurance, or other coverage maintained by DISTRICT, its directors, officers, or employees shall not contribute to it.
- c) Each insurance policy specified above are to state or be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice (ten (10) days for non-payment of premium) by U.S. mail has been provided to DISTRICT.
- d) In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement (if applicable), CONSULTANT shall notify DISTRICT prior to any changes.

9.3 PROFESSIONAL WARRANTY. CONSULTANT represents and warrants that: (a) the Professional Services will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with generally accepted industry standards reasonably expected of similar types of engagements, and (b) the Deliverables will substantially conform to the description and specifications set forth in Exhibit "A" for the specified period after delivery or if none stated, a period of XX days after the date of delivery ("Warranty Period"). To the extent any Professional Services or Deliverables do not substantially conform to the foregoing warranties, CONSULTANT shall promptly re-perform the Professional Services and/or resubmit the Deliverables. If after receiving notice of non-conformity CONSULTANT determines that the Professional Services cannot be performed or the Deliverables cannot reasonably be delivered pursuant to the specifications, within the Warranty Period, DISTRICT may elect to remedy or receive such Professional Services or Deliverable through another contractor and CONSULTANT shall reimburse DISTRICT within 30 days of request by DISTRICT. This warranty will apply only if: (a) no modification, alteration or addition has been made to the Deliverable(s) other than with CONSULTANT'S written consent; and (b) receives written notification of the breach during the applicable Warranty Period.

CONSULTANT warrants that any drawings and specifications, reports or other documents submitted by Contractor to Agency shall be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws.

9.4 WAIVER OF SUBROGATION. CONSULTANT hereby agrees to waive rights of subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of DISTRICT for all services performed by CONSULTANT, its employees, agents and subcontractors.

9.5 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

9.6 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise acceptable to DISTRICT.

9.7 EVIDENCES OF INSURANCE. Prior to execution of this Agreement, CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by DISTRICT before services commence. However, failure to obtain the required documents prior the services beginning shall not waive CONSULTANT'S obligation to provide them.

CONSULTANT shall, upon demand of DISTRICT at any time, deliver to DISTRICT complete, certified copies or all required insurance policies, including endorsements, required by this Agreement.

9.8 SUBCONTRACTORS. In the event that CONSULTANT employs subcontractors as part of the services covered by this Agreement, it shall be the CONSULTANT'S responsibility to require and verify that each subcontractor meets the minimum insurance requirements specified in this Agreement.

10. NO CONFLICT OF INTEREST.

If CONSULTANT is providing services related to a DISTRICT project, CONSULTANT shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, CONSULTANT shall be deemed a "district officer or employee", and this section shall be interpreted in accordance with California Government Code Section 1090. In the event that CONSULTANT becomes financially interested in any other contract necessary for the undertaking of the project, this Agreement shall be null and void and DISTRICT shall be relieved of any responsibility whatsoever to provide compensation under the terms and conditions of any such contract for those services performed by CONSULTANT.

11. OWNERSHIP OF DOCUMENTS.

All documents, drawings, reports, and specifications, including details, computations, code, scripts, workflows, and other documents, prepared or provided by CONSULTANT under this

Agreement shall be the property of DISTRICT. DISTRICT agrees to hold CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the documents and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computations, and other documents, prepared or provided by CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this Project.

12. CONFIDENTIAL INFORMATION.

Any written, printed, graphic, or electronically or magnetically recorded information furnished by DISTRICT for CONSULTANT'S use are the sole property of DISTRICT. CONSULTANT and its employee(s) shall keep this information in the strictest confidence and will not disclose it by any means to any person except with DISTRICT'S prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT'S employees, agents, and subcontractors. On termination or expiration of this Agreement, CONSULTANT shall promptly return any such confidential information in its possession to DISTRICT.

13. COMPENSATION.

13.1 For services performed by CONSULTANT in accordance with this Agreement, DISTRICT shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. This is a Time-and-Materials contract. Overtime work must be authorized by the DISTRICT. The CONSULTANT may request in writing an annual rate increase of up to three percent (3%). Written request must be received a minimum of one month prior to the start of the DISTRICT's fiscal year (July 1). Upon approval, the revised rate shall take effect on the following billing statement. Rate increases to existing Agreements shall only be considered for Agreements longer than a one-year term. Maximum allowable markups will be five percent (5%) on subconsultants and other direct costs (ODC's). **CONSULTANT'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of \$ [REDACTED]**. No services shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the General Manager or Authorized Representative. CONSULTANT shall obtain approval from the General Manager or Authorized Representative prior to performing any services that result in incidental expenses to the DISTRICT.

13.2 CONSULTANT shall maintain accounting records including the following information:

- a) Names and titles of employees or agents, types of services performed, and times and dates of all services performed in connection with Agreement that is billed on an hourly basis.
- b) All incidental expenses including reproductions, computer printing, postage, mileage billed at current Internal Revenue Service ("IRS") Rate, and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to DISTRICT Accounting Manager, for verification of billings, within a reasonable time of the Accounting Manager's request for inspection.

- 13.4** CONSULTANT shall submit monthly invoices to DISTRICT. DISTRICT will make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the General Manager or Authorized Representative. ***Each application for partial payment shall be accompanied with a Progress Report summarizing the status of the services performed during the period.***
- 13.5** DISTRICT reserves the right to withhold payments for services to cover potential or nonconforming services. Additionally, the DISTRICT may elect not to make a particular payment if any of the following exists:
- a) CONSULTANT with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to DISTRICT.
 - b) CONSULTANT took an action without receiving DISTRICT'S prior approval as required under this Agreement.
 - c) CONSULTANT is in default of a term or condition of this Agreement.
- 13.6** CONSULTANT shall ensure that any report generated under this Agreement shall comply with Government Code Section 7550.

14. TERMINATION OF AGREEMENT.

- 14.1 TERMINATION FOR CAUSE.** If DISTRICT ("demanding party") has a good faith belief that CONSULTANT is not complying with the terms of this Agreement or is deemed non-responsive or non-responsible, DISTRICT will give written notice of the default (with reasonable specificity) to CONSULTANT and demand the default to be cured within ten (10) calendar days of the notice. Responsive is defined as conforming with material requirements and responsible is defined as possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract.

If CONSULTANT fails to cure the default within ten (10) calendar days of the notice, or if more than ten (10) calendar days are reasonably required to cure the default, and CONSULTANT fails to give adequate assurance and due performance within ten (10) calendar days of the notice, DISTRICT may terminate this Agreement upon written notice to CONSULTANT. In the event of a material breach of any representation or term of this Agreement by CONSULTANT that is not curable or results in a threat to health or safety, DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.

Upon termination, DISTRICT will pay CONSULTANT for any services completed up to and including the date of termination of this Agreement, in accordance with the compensation Section 13. DISTRICT will be required to compensate CONSULTANT only for services performed in accordance with the Agreement up to and including the date of termination. DISTRICT shall not pay for loss profit or overhead/extended overhead fees and at its sole discretion may deduct fees for any non-conforming or non-complying work.

- 14.2 TERMINATION FOR CONVENIENCE.** DISTRICT will have the express right to terminate this Agreement at any time without cause by giving seven (7) consecutive days advanced written notice to CONSULTANT. This Agreement shall be automatically terminated without further action of any party upon expiration of the seven (7) day period.

Promptly upon receipt of any termination notice from the DISTRICT, CONSULTANT shall cease all further work and services, except as otherwise expressly directed by the DISTRICT in the written termination notice. In the event the DISTRICT exercises its termination right, CONSULTANT shall be paid only for work and services performed and approved by the DISTRICT to the date this Agreement terminates. The DISTRICT will have the express right to withhold any payment otherwise due CONSULTANT to correct any labor or materials determined to be defective by the DISTRICT at the time of termination.

All plans, maps, drawings, reports, designs, or other writings of any type or nature prepared by CONSULTANT as a result of this Agreement shall become and remain the sole property of the DISTRICT. All such writings shall be provided to the DISTRICT not later than seven (7) consecutive days after termination of this Contract for any reason. All labor, supplies, work and materials provided by CONSULTANT in conjunction with this Agreement will become and remain the sole property of the DISTRICT.

15. ASSIGNMENT AND DELEGATION.

- 15.1** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of CONSULTANT'S duties be delegated or subcontracted, without the express written consent of DISTRICT. Any attempt to assign or delegate this Agreement without the express written consent of DISTRICT shall be void and of no force or effect. Consent by DISTRICT to one assignment shall not be deemed to be consent to any subsequent assignment.

- 15.2** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. AUDIT DISCLOSURE.

Pursuant to Government Code section 8546.7, if the Agreement is over ten thousand dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment under the Agreement. CONSULTANT shall cooperate with any such examination or audit at no cost to DISTRICT.

17. ENTIRE AGREEMENT.

This Agreement, and the attached Exhibit "A", comprise the entire integrated understanding between DISTRICT and CONSULTANT concerning the services to be performed pursuant to this Agreement and supersedes all prior negotiations, representations, or agreements whether express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein. In the event of any conflict between the provisions of the Agreement and the Exhibit(s), the terms of the Agreement shall prevail.

18. INTERPRETATION OF THE AGREEMENT.

- 18.1** The interpretation, validity, and enforcement (including, without limitation, provisions concerning limitations of actions) of the Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom or rule requiring construction against the draftsman. The Agreement does not limit any other rights or remedies available to DISTRICT.
- 18.2** CONSULTANT shall be responsible for complying with all applicable local, state, and federal laws whether or not said laws are expressly stated or referred to herein.
- 18.3** Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.
- 18.4** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake of otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion.

19. AGREEMENT MODIFICATION.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

20. DISPUTE RESOLUTION.

Upon the written demand of either party, any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be first submitted to mediation the cost of which shall be borne equally by the parties, if not resolved pursuant to the Government Claims Act, Government Code section 900 *et seq.* if applicable, and prior to the commencement of any legal action or other proceeding. Any mediation shall take place in the State of California, County of San Diego, and shall be concluded within sixty (60) days of the written demand, unless such time is extended by mutual written consent of the parties. Nothing herein waives or excuses compliance with the California Government Claims Act.

In the event mediation has not been successfully concluded within the time allowed, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California, County of San Diego, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if the amount in controversy is equal or greater than Two Hundred Fifty Thousand Dollars (\$250,000), or pursuant to its Streamlined Arbitration Rules and Procedures if the amount in controversy is less than Two Hundred Fifty Thousand Dollars (\$250,000). The use of arbitration shall allow full discovery by all parties associated with the dispute or claim. Judgment on the award may be entered in any court having jurisdiction. This clause shall

not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The arbitrator may, in the award, allocate all or a part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. If either party petitions to confirm, correct or vacate the award as provided by Chapter 4, of Title 9 of the California Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to reasonable attorneys' fees to be fixed by the Court.

21. JURISDICTION, FORUM AND VENUE.

Except as otherwise required by Section 20 of this Agreement concerning dispute resolution, the proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, northern district of the County of San Diego. DISTRICT and CONSULTANT agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. DISTRICT and CONSULTANT hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise.

22. MAILING ADDRESSES.

Notices given pursuant to this Agreement shall be deemed communicated as of the earlier of the day of receipt or the fifth (5th) calendar day after deposit in the United States mail, postage prepaid, and addressed to the following:

DISTRICT: **Rainbow Municipal Water District**
 3707 Old Hwy 395
 Fallbrook, CA 92028
 Phone: (760) 728-1178

CONSULTANT: Firm: _____
 Address: _____
 Address: _____
 Phone: _____
 Email: _____

Notices delivered personally will be deemed communicated as of actual receipt.

23. SIGNATURES.

Each party represents that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of such party.

24. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

25. ATTORNEY'S FEES.

In the event of a dispute arising under terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

CONSULTANT _____

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
CONSULTANT (PRINT NAME / TITLE)

By: _____
Jake Wiley, General Manager

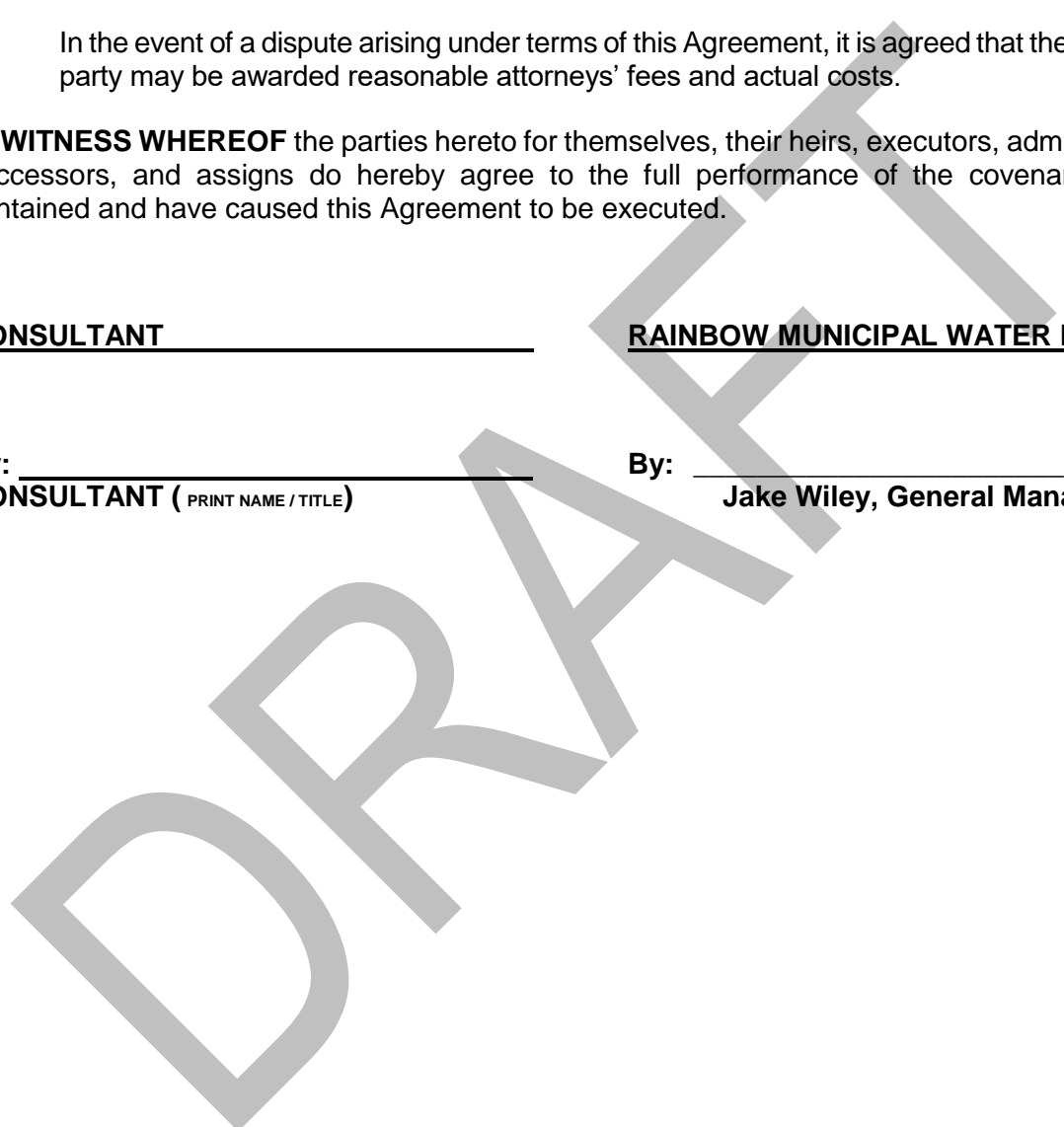


EXHIBIT "A"

DEXTER WILSON ENGINEERING, INC.



DEXTER S. WILSON, P.E.
ANDREW M. OVEN, P.E.
NATALIE J. FRASCHETTI, P.E.
STEVEN J. HENDERSON, P.E.
FERNANDO FREGOSO, P.E.
KATHLEEN H. NOEL, P.E.
WILLIAM W. TODD, P.E.

December 18, 2024

000-204

Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028

Attention: Malik Tamimi, Senior CIP Project Manager

Subject: As-Needed Civil Contract – Proposal for Gopher Pump Station Final Design

This letter outlines our proposal to provide professional engineering design services for the final design of the Gopher Pump Station for Rainbow Municipal Water District. Thank you for giving us the opportunity to submit our proposal for your consideration.

Scope of Services

Dexter Wilson Engineering, Inc. will provide the following services as part of this proposal for the Gopher Pump Station:

- Basis of Design Report that will outline the hydraulic requirements of the Gopher Pump Station, provide preliminary skid-mounted packaged pump system sizing, include 11x17 figures for a civil site plan, mechanical plan, building plan, and electrical single line diagram, and outline the features of the pump station from site lighting to building ventilation to security fencing, and communication protocols.

- Basis of Design meeting with the District to review comments and concerns and resolve all issues. Prepare a final Basis of Design Report to document all comments and resolution of issues.
- 30 Percent Design submittal to include full size 24x36 title and notes sheets, civil site rough grading plan, piping plan, mechanical plan and sections, and building mechanical layout.
- 60 Percent Design submittal to include title and general sheets, civil site plan, grading, drainage and paving plan, piping plan, building architectural and structural plans and details, mechanical plan, sections, and details, electrical site plan, single line diagram, details, and P&ID sheets. Prepare technical specifications for major equipment items. Provide responses to all 30 Percent Design submittal comments.
- 90 Percent Design submittal to include the fleshing out of all the drawings prepared for the 60 Percent Design submittal. Full set of technical specifications for the project. Prepare project calculations package and submit to District as part of the 90 Percent Design submittal. Provide responses to all 60 Percent Design submittal comments.
- 100 Percent Design submittal to include responses to all 90 Percent Design review comments and edits to plan and specifications as necessary to address all comments and submit a bid-ready package of plans and technical specifications. Provide responses to all 90 Percent Design submittal comments. Prepare and submit draft of the front-end bid documents for District review.
- Bid Package submittal to include the 100 Percent Design plans and technical specifications plus the edited Bid Documents based on District review comments. All documents to be ready for the District to solicit bids.
- Bid Support Services including attending a pre-bid meeting, addressing Bid RFIs, preparing Bid addenda as needed, and providing assistance with review of bids received.

Dexter Wilson Engineering, Inc.'s proposed Scope of Services includes significant tasks which are beyond the typical preparation of plans and specifications as follows:

- SDG&E new power service coordination
- Hydraulic computer modeling as necessary to establish/confirm pump system suction and discharge parameters.
- Surge analysis of the suction and discharge piping systems.
- Noise study to ensure compliance with County Noise Ordinance.
- Air conditioning of building interior for VFD cooling.

Services Provided by Rainbow MWD

- Site survey to include property boundary, any associated easements on or adjacent to the property, and topography with a minimum of 1-foot contours.
- Site geotechnical report to include grading, compaction, and foundation design parameters.
- Any environmental services needed.
- SCADA Integration
- Other services as noted in the 12/13/2024 email from Malik Tamimi, Senior CIP Project Manager, Rainbow MWD

Gopher Pump Station Engineering Design Fee

Dexter Wilson Engineering, Inc. proposes to perform the Scope of Services as outlined above for a fee Not to Exceed \$220,000. The work is proposed to be done on an hourly rate basis and invoiced monthly.

Gopher Pump Station Design Schedule

The estimated Gopher Pump Station design schedule is presented in the table below. Design duration can be shortened by eliminating one intermediate submittal (such as the 60% Submittal). District review times are estimates only.

RAINBOW MUNICIPAL WATER DISTRICT GOPHER PUMP STATION DESIGN SCHEDULE		
Description	Duration	Cumulative
Basis of Design Report		
First Submittal	8 weeks	8 weeks
District Review of First Submittal	2 weeks	10 weeks
Final Submittal and District Approval	2 weeks	12 weeks
Pump Station Design¹		
30% Design Submittal	6 weeks	18 weeks
District Review of 30% Design	4 weeks	22 weeks
60% Design Submittal	8 weeks	30 weeks
District Review of 60% Design	4 weeks	34 weeks
90% Design Submittal	4 weeks	38 weeks
District Review of 90% Design	3 weeks	41 weeks
100% Design Submittal with Draft Bid Documents	2 weeks	43 weeks
District Review of 100% Design and Draft Bid Documents	2 weeks	45 weeks
Mylars and Signatures with Final Bid Documents	1 week	46 weeks

1. Pump Station Design shall begin after the District has provided the site survey and geotechnical report to us along with a Notice To Proceed.

Malik Tamimi
December 18, 2024
Page 5

Thank you for the opportunity to provide a proposal on this project. Please do not hesitate to contact us with any questions.

Respectfully submitted,

Dexter Wilson Engineering, Inc.



Andrew Owen, P.E.



Fernando Fregoso, P.E.

AO:ah

cc: Natalie Frascchetti, P.E., Dexter Wilson Engineering, Inc.

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER THE APPOINTMENT OF JULIE JOHNSON AS A PUBLIC DESIGNEE TO THE CALIFORNIA SPECIAL DISTRICT'S ASSOCIATION FINANCE CORPORATION BOARD

BACKGROUND

The California Special District Association (CSDA) Finance Corporation is a non-profit public benefit corporation formed by the CSDA to provide its members with affordable, tax-exempt financing for purchases and projects essential to operations. For more than 20 years, the CSDA Finance Corporation has been dedicated to serving the public financing interests of special districts for capital improvements, equipment and land purchases, and refinancing of prior debt. Its financial and legal consultants are specialists in special district financing, having facilitated the funding of more than \$750 million in capital projects and equipment for nearly 100 special districts. The CSDA Finance Corporation is governed by a Board of Directors comprised of Special District Staff and Officials.

DESCRIPTION

Rainbow Water is an active participant in CSDA. As a former Board Member of the District, Julie Johnson also served on the Board of the CSDA Finance Corporation since her appointment to that Board in November 2023. The CSDA Finance Corp has expressed interest in Ms. Johnson continuing as a Board Member for their organization but requires Rainbow to officially appoint her as a public "designee" of Rainbow's. Ms. Johnson also currently serves on two of the District's Standing Committees.

The CSDA Finance Corporation typically covers any travel expenses related to its Board Members; therefore, Ms. Johnson's appointment as a public designee would have no fiscal impact on the District.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility
Strategic Focus Area Five: Customer Service
Strategic Focus Area Six: Communication

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

There are no fiscal impacts related to action on this item. All expenses in connection with Ms. Johnson on the CSDA Finance Corporation Board will be borne by the CSDA or Ms. Johnson.

Option 1: Appoint Julie Johnson as the District’s designee to the CDSA Finance Corporation Board of Directors.

Option 2: Do not appoint Julie Johnson as the District’s designee to the CDSA Finance Corporation Board of Directors.

RECOMMENDATION

Staff supports Board direction.



Jake Wiley, General Manager

February 25, 2025

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING STAFF TO OBTAIN FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUBGRANTED THROUGH THE CALIFORNIA GOVERNER'S OFFICE OF EMERGENCY SERVICES (CALOES)

BACKGROUND

In September of 2022, the federal government released the State and Local Cybersecurity Grant Program (SLCGP) Notice of Funding Opportunity. In January of 2024, California was awarded \$7.9 Million. On July 31, 2024, CalOES opened the window for accepting applications with a deadline of September 27, 2024. The District's Board of Directors directed staff to pursue the grant.

DESCRIPTION

District staff attended multiple webinars on the State and Local Cybersecurity Grant Program. Areas with the most need of funds for this grant were identified, and are listed below:

- Cybersecurity Maturity Assessment
- SCADA Backup System
- Endpoint Detection and Response (EDR)
- Vulnerability Scanning
- Inventory, Patching, and Updates System
- Firewall Upgrades
- Staff Cybersecurity Awareness Training
- Cybersecurity Compliance Management

Staff obtained quotes for software, services, training, and tools to cover the needs identified above, prepared the grant notice of interest, completed the Cybersecurity Maturity Assessment Survey, and submitted both before the deadline. Staff requested \$179,791.13 and indicated that the District would be willing to accept a minimum of \$137,489.86. On December 24, 2024, the District was notified by CalOES that it had been selected to receive the grant for the full \$179,791. Subsequently, staff worked on fulfilling the grant requirements, such as the Nationwide Cybersecurity Review (NCSR), and requested the Cybersecurity and Infrastructure Security Agency (CISA) to conduct a Cyber Hygiene assessment.

CalOES requires the District to submit an application to receive the grant. A portion of the application requires the District's Board to authorize staff to execute for and on behalf of the District any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the California Governor's Office of Emergency Services.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management:

By improving the District's Cybersecurity Hygiene, the District will reduce its cybersecurity risk and attempt to prevent District operations from failing due to a cyber attack.

Strategic Focus Area Three: Workforce Development: By providing District staff with the cybersecurity training needed, they will be able to identify and avoid potential attacks.

Strategic Focus Area Four: Fiscal Responsibility :

By obtaining this grant, the District can use the grant funding to invest in much-needed cybersecurity software, services, training and tools to secure the District's infrastructure better.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA, and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

1. Adopt the Resolution Authorizing Staff To Execute For And On Behalf Of The District Any Actions Necessary For The Purpose Of Obtaining Federal Financial Assistance Provided By The Federal Department Of Homeland Security And Subgranted Through The California Governor's Office Of Emergency Services.
2. Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.

Ahmed I Khattab
Information Technology Manager

02/25/2025

RESOLUTION NO. 2025-XX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF RAINBOW MUNICIPAL WATER DISTRICT
AUTHORIZING DISTRICT STAFF TO OBTAIN
FEDERAL FINANCIAL ASSISTANCE**

WHEREAS, the Rainbow Municipal Water District would like to apply for the State and Local Cybersecurity Grant Program (SLCGP), and

WHEREAS, California Office of Emergency Services (CalOES) and Department of Home Land Security require that responsible parties be designated to authorize the execution for and on behalf of Rainbow Municipal Water District, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the California Governor’s Office of Emergency Services, and

WHEREAS, it is appropriate to authorize the execution for and on behalf of Rainbow Municipal Water District, any actions necessary for the purpose of obtaining federal financial assistance for the State and Local Cybersecurity Grant Program for Fiscal Years 2025, 2026, and 2027;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Rainbow Municipal Water District that:

1. The following persons be designated as authorized to execute and sign any actions necessary for the purpose of obtaining federal financial assistance for the State and Local Cybersecurity Grant Program:
Jacob Wiley, General Manager
Ahmed Khattab, Information Technology Manager
Konstantin Shilkov, Finance Manager
Esther Lan, Management Analyst

PASSED AND ADOPTED at a Regular meeting of the Board of Directors of Rainbow Municipal Water District held on the 25th day of February 2025 by the following vote, to wit:

Hayden Hamilton, Board President

ATTEST:

Terese Quintanar, District Secretary



BOARD INFORMATION
Item No. 10.A

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

Operations Report for January 2025

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

January	Repairs	Installations	Leaks
Mainline	7		7
Service	1		1
Hydrants	2		2
Valves		5	
Meters			
Blow-Offs		1	
Air Vacs	1	1	1
Annual Totals	11	5 Valves & 2 Appurtenances	11

- 303 utility locates were completed in the month of January- an Annual Total of 303.
- Repaired mainline leaks at the following locations: 4545 Lake Sycamore, 4501 Orange Hill, 3579 Linda Vista, 3563 Yucca, 4450 Valle Del Sol, Highway 76 & Holly, and 3011 Rainbow Glen.
- Repaired disturbed service lateral at 30630 Camino Del Rey.
- Installed 5 valves: one 1-inch, one 2-inch, two 6-inch and one 8-inch at the intersection of Via Ararat and Mt. Ararat Way.
- Installed one blow off at the intersection of Via Ararat & Mt Ararat Way.
- Installed a 1-inch air release valve at the intersection of Via Ararat & Mt Ararat Way, and repaired a 2-inch air release valve at Mission Rd.
- Repaired a hydrant at 4240 Fallsbrae Rd, and one at 3004 Gopher Canyon Rd.
- Provided Mutual Aide to Rubio Cañon Water in response to the Eaton Fire.

WATER OPERATIONS AND VALVE MAINTENANCE DEPARTMENT

Water Operations:

- Assessed 0 Water Quality Complaints. **Annual total 0.**
- Performed 0 fire flow tests. **Annual total 0.**
- Performed routine maintenance and rebuilt 11 pressure stations (CLA VALs). **Annual total 11.**
- Collected all system tank and reservoir nitrification samples.
- Completed all reservoir cover inspections.

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Annual Totals
Exercised	99	50	149
Inoperable	1	1	2
Repaired			
Replaced	0	0	0
Installed	0	0	0

Valve Maintenance completed and oversaw the following:

- Performed 8 shutdowns - **Annual total 8.**
- Replaced 6 air vents - **Annual total 6.**
- Painted 119 appurtenances - **Annual total 119.**
- Replaced 0 Fire Hydrants - **Annual total 0.**

METERS DEPARTMENT:

- **162** Service Requests were resolved in JANUARY 2025 **YTD 162 total.** (Previous Year Month Comparison: JANUARY 2024: **143** Service Requests: **UP 12%**).
- **141** Check Bills were completed in JANUARY 2025. **YTD total 141.** (Previous Year Month Comparison: JANUARY 2024: **371** Check Bills: **Down 62%**).
- **YTD** Service Requests and Check Bills combined: **303** (Previous YTD 2024 Comparison: **514** combined Service Requests & Check Bills: **Down 41%**).

Backflows:

- **456** backflows were tested in January 2025 – **456 YTD.**

WASTEWATER:

- California Integrated Water Quality System (CIWQS): Monthly No Spill Report for January 2025 Event # 2687521.
- January 14, 2025 - Hazardous waste inspector performed inspections at Old River Road lift station & Rancho Viejo. Inspection passed.
- January 23, 2025 - SDAPCD inspector performed generator inspection at B-Plant lift station; inspection passed.

Lift Stations:

- January 8, 2025 – Replaced pump seal on pump #3 at Golf Club lift station.

- January 14, 2025 - PC construction made warranty repairs to wet well #2 lid actuators at Thoroughbred Lift station.
- January 13-21, 2025 - Cleaned six wet wells due to excessive buildup causing alarms.

Collection System:

- Repaired 6 Smart Covers, covered under warranty.

Customer service:

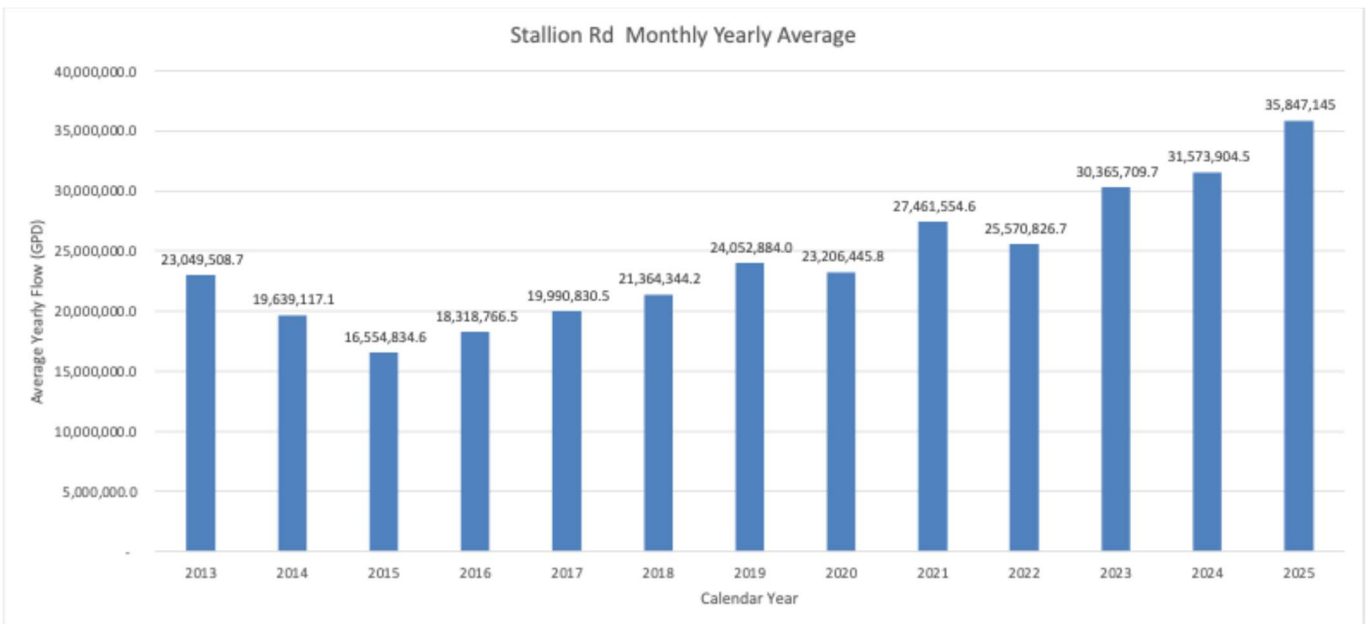
- N/A.

Projects:

- 6-month Evoqua odor treatment approved for January 1, 2025, through June 30, 2025.
- 1-28-25 Vega Americas Inc. provided training on Thoroughbred lift station level sensors.
- 1-28-25 Evoqua provided training on Linked to site.

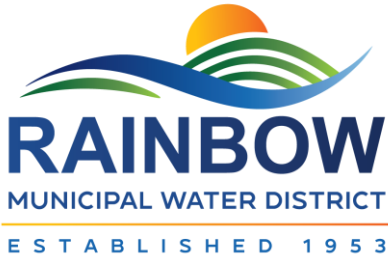
Mutual Aid:

- Fallbrook Equipment Rental - Water truck.
- Haaker - Vactor services wet wells & High frequency.
- Evoqua - Sewage odor treatment.
- Vega Americas Inc.



Robert Gutierrez

Robert Gutierrez 2/25/2025
Chief Operating Officer



BOARD INFORMATION
Item No. 10.B

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

ENGINEERING REPORT FOR JANUARY 2025

DESCRIPTION

CAPITAL IMPROVEMENT PROJECTS:

West Lilac, Rancho Amigos, and Dentre De Lomas Pump Stations Project (Pacific Hydrotech Corp.), Division 1: (PN: 600013) All three pump stations have been commissioned and are up and running. The contractor has been working on a few minor punch list items at each site. During this period, additional bollards were installed at the West Lilac Pump Station. Trees were procured and planned for installation in early February at the Rancho Amigos Pump Station. Material for the load bank at Rancho Amigos is anticipated to be delivered and installed in February. A winch to bring down the antennae at the Dentre De Lomas Pump Station will be installed in February. Two (2) Change Orders Nos. 5 and 6 were executed in January with Pacific Hydrotech for a contract time extension and a credit to the District of \$18,431. All punch list work is anticipated to be completed in February 2025. The Notice of Completion (NOC) will be brought before the Board for consideration in March 2025.

CONTRACT SUMMARY				
Original Contract Amount & Days	Previous Change Orders	Current Change Order	Additional Contract days	Total Contract Amount
\$5,657,500 180 Days	CO-01: \$114,681.38		0 Days	\$5,772,181.38
	CO-02: \$283,733.19		0 Days	\$6,055,914.57
	CO-03: \$0.00		71 Days	\$6,055,914.57
	CO-04: \$160,000		0 Days	\$6,215,914.57
		CO-05: \$0.00	41 Days	\$6,215,914.57
		CO-06: -\$18,431.55	14 Days	\$6,197,483.02
		TOTALS:	306 Days	\$6,197,483.02

Camino Del Rey Waterline Relocation Project, Division 1: (PN: 600026) The County of San Diego (County) is proposing the Camino Del Rey Drainage and Roadway Improvements Project, which will improve a portion of Camino Del Rey by raising the roadway, incorporating culvert crossings under the road, improving intersections, and installing Green Street Best Management Practices (BMPs) for water quality treatment. As a result of the County’s project, District infrastructure will be impacted. There is currently a 14-inch water main that runs down Camino Del Rey, a 20-inch water main at Camino Del Cielo, a 6-inch main for the San Luis Rey Downs Racetrack, and sewer gravity main crossings that conflict with the County’s proposed improvements. On January 17, 2023, the County confirmed the District has prior rights over the roadway. On December 20, 2023, the County rejected claims of prior rights after finding a road easement from 1897. The County and District are working together to determine the extent of prior rights along Camino Del Rey and each agency’s scope of work for utility relocations. In July, Right-of-Way Engineering services were expanded for additional surveying. Coordination between the District and the County are ongoing.

FPUD Maravilla Lane to RMWD Maravilla Lane Pipeline Connection, Division 2: (PN: 600091) The District requested that Right-of-Way Engineering (ROWE) move forward with a plat map for the proposed alignment for connecting the two (2) District pipelines at Maravilla Lane. The additional staking and surveying was completed by ROWE in November 2024. The result of the additional survey indicates that Maravilla Lane is a private road and the existing Utility Easement does not include the District. Staff is coordinating internally to review various ideas for the connection within the roadway, which include obtaining a new dedicated easement.

FPUD Olive Hill Drive to RMWD Olive Hill Drive Pipeline Connection, Division 2: (PN: 600092) Helix (the District’s on-call environmental firm) submitted a draft California Environmental Quality Act (CEQA) Notice of Exemption (NOE) that staff reviewed. Following a review by Helix the District’s on-call environmental firm) the project qualified for a California Environmental Quality Act (CEQA) Notice of Exception (NOE). The NOE was filed with the County of San Diego on November 12, 2024.

Gopher Pump Station, Division 1: (PN: 600094) This project involves replacing the temporary Gopher Skid Pump with a permanent pump station. District staff met to discuss the scope of the work and reached out to its on-call, as-needed civil engineering firms to submit a cost and schedule to prepare the design. The District received four (4) proposals from our As-Needed Civil Engineer consultants in January 2025. Staff recommends, Dexter Wilson Engineering to provide design services. The agreement is going to the February Engineering & Operations and Board meetings for approval.

Electrical Panel Switches (Manual Transfer Switch), Districtwide: (PN: 600058) This project is for the installation of manual transfer switches at three pump stations that include (1) Morro Hills, (2) Vallecitos, and (3) Rainbow Hills Pump Station. Staff reviewed the front-end documents, including the previous final design. Several new comments were generated that will require the design engineering firm to revise the design plans in February 2025. A change order in the amount of \$21,135 and a contract extension through June 2025 was issued to Harris & Associates for updated plans and specifications. The project is anticipated to be released for public bidding in early March 2025.

Original Contract Amount	Previous Change Orders	Current Change Order	Total Contract Amount
\$47,615		CO-01: \$21,135	\$68,750

Morro Tank Rehabilitation, Division 2: (PN: 600097): This project is for the ongoing assessment of tank movement/settlement and needed rehabilitation. Two (2) inclinometers were installed along the southern slope and registered ¼-inch movement. The District Geotechnical consultant, Atlas Technical Consultants (Atlas) provided a technical report on the movement and settlement of the Morro Tank at the end of 2024. Staff met with Atlas to review the study results in January 2025. Next steps for the project are additional

survey benchmarks and a structural engineering consultant to evaluate the tank. Staff has reached out to its three On-Call survey firms to provide a scope and fee to monitor four sites along the tank and four sites on the top of the tank. An assignment letter is anticipated to be executed in February. Likewise a professional services agreement is also anticipated to be executed in February with a local structural engineering firm.

Rancho Monserate, Rancho Viejo, and HQ B-Plant Emergency Generators, Division 4: (PN: 530023)

This project entails procuring emergency generators for each of the sewer lift station sites via grant funding. District staff met to discuss the grant application requirements to apply for the grant funding and has reviewed the draft environmental analysis. The environmental analysis was submitted to the United States Environmental Protection Agency (US EPA) in early January 2025. US EPA requested additional clarification on the environmental analysis. The District response is anticipated in February 2025.

MAJOR DEVELOPER PROJECTS:

Cal-A-Vie (Spa Havens) Water/Sewer Main Extension on Spa Havens Way, Division 1: (PN: 700036)

Staff is coordinating with the Developer's engineer of record as the Cal-A-Vie development was not part of the districtwide sewer impact study performed by Dexter Wilson. District staff found a discrepancy with the number of sewer EDUs owned by the Cal-a-Vie spa. The District found the spa owns 23.5 EDUs for sewer service. However, the Developer's engineer provided a Sewer Report (dated August 8, 2023) stating that Cal-a-Vie had 60 EDUs. The District is currently investigating this matter and coordinating with the Developer's engineer. The Developer has indicated that they no longer plan to convert the existing private lift station to a gravity main and instead intend to increase the capacity of the lift station. The District has requested that the Developer conduct a new sewer service study to resolve the conflicting sewer EDU reports. In November 2024, the developer submitted a revised sewer study; however, there are missing components of the study. The District received an updated sewer study conducted by the Developer in January. Staff is reviewing the report and conducting site visits to verify the correct EDU count.

Citro (FKA Meadowood) by Tri Pointe Homes (FKA Pardee Homes), Division 4: (PN: 700027)

Approximately 844 Units, 926.6 Sewer EDUs - On Pala Road/Horse Ranch Creek Road. The Developer has purchased 342 meters to date. Contractor is working on punch list items throughout the development. Once all work is complete, a Notice of Completion (NOC) will be brought before the Board for consideration.

Havens (FKA Bonsall Oaks), Division 1: (PN: 700014) 164 SFR / 205.8 EDUs--District staff continues

coordinating with the Developer on plan reviews for future phases (Phases 1B, 2A and 2B). The District completed plan check No. 3 for those phases. Previous issues with new sewer manholes being more than 20-feet deep and extremely flat slopes along the gravity main have not been resolved. Staff reviewed the 4th submittal of the Phase 1B-2B Water and Sewer Improvements and returned with comments to the developer in November 2024 for additional revisions. The Board accepted Phase 1A-1 as complete at the January 2025 Board meeting. Work continues for the remaining phases.

North River Farms Development, Division 2: (PN: 700064) Construction of a sewer flow meter station

for the North River Farms development within the City of Oceanside. The District provided comments on the first plan check on October 16, 2024. Several agreements will be required, including (1) transfer of approximately 2,500 linear feet of existing sewer main to Oceanside, (2) new water service from Oceanside, (3) easement quitclaim of previous station, (4) dedication of new easements for the new station, (5) transfer of SDG&E power service to the new station. Draft agreements have been requested from the Developer. Staff reviewed the second (95%) submittal of the plans and returned comments to the developer in December 2024 for additional revisions.

Ocean Breeze Ranch, Division 1: (PN: 700035) The District continues to meet with the developer and its

design engineer to discuss the source of water for the development. The Developer has joined the CFD/SCIP Program. As part of this program, the District and Developer negotiated to enter into an Acquisition Agreement. The Acquisition Agreement was executed in September 2023. The District received

the Water and Sewer Plans third submittal in December 2024, and is in the process of reviewing them.

Pala Ranch (FKA Campus Park West) (Pappas Investments), Division 4: (PN: 700029) Residential and Commercial development. The District has approved the proposed water and sewer improvement plans; however, the Developer informed the District that construction has been delayed to September 2026. These delays are because of CalTrans and County of San Diego requirements in Highway 76.

Pala Mesa Market Development Plan, Division 4: (PN: 700047) District staff met with the Developer in July 2024 to restart the project. The Developer stated that they will send construction documents for District review in February or March 2025.

San Luis Rey Racetrack Improvement Plan, Division 1: (PN: 700054) The Developer paid a deposit for Sewer and Water Analysis. Dexter Wilson Engineering, Inc. produced a memorandum discussing the expected impacts on sewer infrastructure related to one of two expansion scenarios proposed by the Developer. Staff are waiting on data from the Developer related to the second expansion scenario to complete a second memorandum. District staff met with applicant in May 2024, they are ready to move forward with the expansion. District staff is coordinating the onsite detention volumes and timing and volume of sewer flow characteristics into the District sewer system with the applicant.

Vista Valley Country Club Water Service, Division 1: (PN: 700048) Contractor reached out in July 2024 to restart project. The sewer agreement expired in early 2023 and capacity fees were refunded. Contractor advised to sign a new sewer agreement and pay capacity fees before the District could approve construction. The District provided the application form, deposit request, and fee schedule to the developer. The District requested a meeting with the Developer to determine the project status.

INACTIVE MAJOR DEVELOPER PROJECTS:

Rancho Alegre (Garrett Grp/Redhawk Communities), Division 5: (PN: 700056) The Developer paid a deposit for Sewer Analysis. Dexter Wilson Engineering, Inc. produced a comprehensive analysis of the District's sewer infrastructure. Preliminary findings concerning the impact of the Rancho Alegre development on District sewer infrastructure were provided to the Developer in September 2022. The Developer restarted communications regarding a potential project in August 2023. Communication in January 2024 involved a request for horizontal clearances between the Metropolitan Water District's existing 76-inch diameter aqueduct and the proposed RMWD's 8-inch diameter water main. Staff continues to respond to information inquiries from the Developer.

Carefield Senior Living, Division 2: (PN: 700044) *Inactive*

Melanie Lane Waterline Extension (Monserate Place, LLC), Division 4: (PN: 700051) *Inactive*

Walker Farm Road Waterline Extension, Division 4: (PN: 700045) *Inactive*

OTHER:

ITEMS	NO#
Water Meters Purchased	26



Chad Williams
Engineering and CIP Program Manager

02/25/2025

AS-NEEDED CONTRACT EXPENDITURES REPORT

January 2025

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
Title: On-Call Civil Engineering Services, PSA #22-25 Firm: Ardurra Expires: 11/2/25 CCO:								
CONTRACT AMOUNT:						\$ 150,000		
		2023-__						
					Unspecified		\$ 150,000.00	\$ -
TOTALS:						\$ 150,000	\$ 150,000.00	\$ -
Title: On-Call Civil Engineering Services, PSA #22-26 Firm: Dexter Wilson Eng. Expires: 11/2/25 CCO:								
CONTRACT AMOUNT:						\$ 150,000.00		
		2023-__						
					Unspecified		\$ 150,000.00	
TOTALS:						\$ 150,000	\$ 150,000.00	\$ -
Title: On-Call Civil Engineering Services, PSA #22-27 Firm: Harris & Assoc. Expires: 11/2/25 CCO:								
CONTRACT AMOUNT:						\$ 150,000		
		2023-__						
					Unspecified		\$ 150,000.00	
TOTALS:						\$ 150,000	\$ 150,000.00	\$ -
Title: On-Call Civil Engineering Services, PSA #22-28 Firm: Water Works Engineers Expires: 11/2/25 CCO:								
CONTRACT AMOUNT:						\$ 150,000		
		2023-__						
					Unspecified		\$ 150,000.00	\$ -
TOTALS:						\$ 150,000	\$ 150,000.00	\$ -
Title: On-Call Real Estate Services, PSA #22-29 Firm: Anderson & Brabant Expires: 11/3/25 CCO:								
CONTRACT AMOUNT:						\$ 50,000		
		2023-__						
					Unspecified		\$ 50,000.00	\$ -
TOTALS:						\$ 50,000	\$ 50,000.00	\$ -

AS-NEEDED CONTRACT EXPENDITURES REPORT

January 2025

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
Title: On-Call Real Estate Services, PSA #22-30 Firm: Epic Land Solutions Expires: 11/3/25 CCO:								
CONTRACT AMOUNT:						\$ 50,000		
	Non CIP	2023-01	Closed	2/13/23	Bonsall Reservoir - Appraisal for Rental & Sale of Property. Beck Reservoir - Apparials for Sale of Property.		\$ 7,000.00	\$ 7,000.00
					Unspecified		\$ 43,000.00	\$ -
TOTALS:						\$ 50,000	\$ 7,000.00	\$ 7,000.00
Title: On-Call Land Surveying Services, PSA #22-33 Firm: GIS Surveyors, Inc. (GSI) Expires: 1/3/2026 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	Non-CIP	2024-01	Closed	3/28/24	Bonsall Reservoir Staking		\$ 4,840.00	\$ 4,825.00
					Unspecified		\$ 95,160.00	\$ -
TOTALS:						\$ 100,000	\$ 4,840.00	\$ 4,825.00
Title: On-Call Land Surveying Services, PSA #22-34 Firm: KDM Meridian Expires: 1/3/2026 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	CIP	2023-01	Closed	2/9/23	Live Oak Park Bridge - Staking of 8" and 16" Water main.		\$ 7,480.00	\$ 6,043.00
	Non-CIP	2024-02	Closed	2/9/24	Kendall Farms Staking		\$ 10,000.00	\$ 10,000.00
	CIP	2024-03	Open	4/25/24	Dentro De Lomas Pump Station Easement Staking		\$ 7,500.00	\$ 5,880.00
					Unspecified		\$ 75,020.00	\$ -
TOTALS:						\$ 100,000	\$ 24,980.00	\$ 21,923.00
Title: On-Call Land Surveying Services, PSA #22-35 Firm: Right-of-Way Eng. Expires: 1/3/2026 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	Non-CIP	2023-01	Closed	2/1/23	Genista Place - Staking of existing utility easements.		\$ 2,860.00	\$ 2,450.00
	Non-CIP	2023-02	Closed	2/6/23	Via Monserate/Ramona - Staking of existing utility easements.		\$ 5,550.00	\$ 2,692.34
	Non-CIP	2023-03	Closed	2/28/23	Via Mariposa - Staking of existing easment.		\$ 2,970.00	\$ 2,545.00
	Non-CIP	2023-04	Closed	8/9/23	Maravilla Lane - Staking of existing pipeline.		\$ 6,750.00	\$ 5,908.70
	CIP	2024-05A	Open	8/7/24	Camino Del Ray Water Line Survey (PN: 600026)		\$ 31,980.00	\$ 29,395.00
	CIP	2024-06	Open	8/27/24	FPUD Olive Hill Lane to RMWD Olive Hill Lane (PN: 600092)		\$ 3,380.00	\$ 3,352.48
	CIP	2024-07A	Open	10/24/24	FPUD Maravilla Drive to RMWD Maravilla Drive (PN: 600091)		\$ 10,190.00	\$ 4,910.00
					Unspecified		\$ 36,320.00	\$ -
TOTALS:						\$ 100,000	\$ 63,680.00	\$ 51,253.52
Title: On-Call Geotechnical Services, PSA #22-36 Firm: Atlas Tech Consultants Expires: 1/6/2026 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	Non-CIP	2023-01	Open	2/21/24	Morro Tank Movement		\$ 42,550.00	\$ 17,331.50
					Unspecified		\$ 57,450.00	\$ -
TOTALS:						\$ 100,000	\$ 42,550.00	\$ 17,331.50

AS-NEEDED CONTRACT EXPENDITURES REPORT

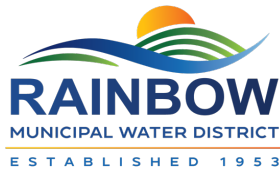
January 2025

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
Title: On-Call Geotechnical Services, PSA #22-37 Firm: Leighton Consultants Expires: 1/6/2026 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	600013	2024-01A	Open	10/28/24	West Lilac, Rancho Amigos, & Dentro Pump Stations		\$ 84,177.00	\$ 63,105.02
					Unspecified		\$ 15,823.00	\$ -
TOTALS:						\$ 100,000	\$ 84,177.00	\$ 63,105.02
Title: On-Call Geotechnical Services, PSA #22-38 Firm: Ninyo & Moore Expires: 1/6/2026 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	CIP	2023-01	Closed	4/4/23	Sumac Communication Tower Photovoltaic & Battery System -		\$ 9,732.00	\$ 562.50
					Unspecified		\$ 90,268.00	\$ 562.50
TOTALS:						\$ 100,000	\$ 9,732.00	\$ 562.50
Title: On-Call Construction Management & Insp. Services, PSA #23-04 Firm: Acroscopic Expires: 5/23/26 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	CIP	2024-01	Open	3/22/24	District wide Construction Management Services		\$ 100,000.00	\$ 41,212.50
					Unspecified		\$ -	\$ -
TOTALS:						\$ 100,000.00	\$ 100,000.00	\$ 41,212.50
Title: On-Call Construction Management & Insp. Services, PSA #23-05 Firm: Ardurra Expires: 5/23/26 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
					Unspecified		\$ 100,000.00	\$ -
TOTALS:						\$ 100,000	\$ 100,000.00	\$ -

AS-NEEDED CONTRACT EXPENDITURES REPORT

January 2025

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
Title: On-Call Construction Management & Insp. Services, PSA #23-06 Firm: Valley CM Expires: 5/23/26 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	Non-CIP	2023-01	Open	8/2/23	District staff support with coordination & logistics in finalizing the Standard Specifications and Drawings.		\$ 18,500.00	\$ 12,765.00
	Both	2023-02A	Open	8/4/23	Inspection support services on various District projects.		\$ 81,500.00	\$ 70,914.00
					Unspecified		\$ -	\$ -
					TOTALS:	\$ 100,000	\$ 100,000.00	\$ 83,679.00
Title: On-Call Environmental Services, PSA #23-07 Firm: Helix Expires: 5/23/26 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
	Non-CIP	2023-01	Closed	8/4/23	Nesting bird surveys for upcoming tree trimming at District headquarters.		\$ 2,025.00	\$ 652.50
	600013	2023-02	Open	8/17/23	Environmental compliance support for the West Lilac, Rancho Amigas, & Dentro de Lomas Pump Station project.		\$ 6,240.00	\$ 5,880.00
	530001	2023-03	Open	10/24/23	LS-1 Replacement environmental compliance support services		\$ 43,711.00	\$ 31,801.69
	600013	2024-04	Open	1/12/24	Pump Stations Bird Surveys		\$ 3,200.00	\$ 3,151.30
	Non-CIP	2024-05A	Open	3/19/24	Bird Nesting Surveys Canonita Tank & HQ B-Plant		\$ 3,155.01	\$ 3,866.78
	Non-CIP	2024-06	Open	4/18/24	Environmental Beck Reservoir		\$ 4,262.00	\$ 2,403.14
	Various CIP	2024-07	Open	8/1/24	Year 1 CIP Categorical Exemptions		\$ 15,290.00	\$ 3,565.00
					Unspecified		\$ 22,116.99	\$ -
					TOTALS:	\$ 100,000	\$ 77,883.01	\$ 51,320.41
Title: On-Call Environmental Services, PSA #23-08 Firm: RECON Expires: 5/23/26 CCO:								
CONTRACT AMOUNT:						\$ 100,000		
		2024-____			Unspecified		\$ 100,000.00	\$ -
					TOTALS:	\$ 100,000	\$ 100,000.00	\$ -



**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
January 2025**

STATUS SUMMARY	EDUs
Total Treatment Capacity Purchased from Oceanside	8,333
Less 5% Contractual Allowance	417
EDUs Set Aside by Board for Emergencies	60
EDUs Connected	6,215 *
EDUs Unconnected/Committed	333
Total EDUs Available for Purchase:	1,309

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES / CFD Bonds
Bonsall Oaks (Polo Club) - 164 (SF/Other)	153	\$ 1,453,560
Citro (fka Meadowood) - 947 (SF/MF/Other)	84	\$ -
Passerelle (HRC Commercial)	97	\$ -
Other Development w/5 or less EDUs - (SF & Other)	0	\$ -
TOTAL UNCONNECTED:	333	\$ 1,453,560

Notes:

*There is a delay between connections and new account activations.

1. Bonsall Oaks paid initial 50% of Sewer Capacity Fees. The remaining 50% \$1,453,560 is due prior to issuance of building permits.
2. CITRO Annexation Agreement 4/30/20 - Sewer Capacity \$10.5M to be paid by CFD bonds. Received \$8M payment from CFD bonds on 8/18/22. Received remaining \$2.5M payment from CFD bonds on 9/20/23.
3. Passerelle last remaining EDUs.

BOARD INFORMATION

Item No. 10.C

BOARD OF DIRECTORS

February 25, 2025

SUBJECT

ADMINISTRATIVE SERVICES REPORT FOR FEBRUARY 2025

DESCRIPTION

Human resources, safety, risk management, and communications report for February 2025.

HUMAN RESOURCES:

RECRUITMENT:

Finance Manager: An offer was extended to our new Finance Manager/CFO, Konstantin Shilkov, started on Monday, February 24, 2025.

Utility Worker-Construction: Our new Utility Worker 1 – Santiago Vasquez-Aguirre, started on Thursday, February 20th and is currently in training.

EVENTS:

Our Annual Employee Banquet took place on Saturday, February. We had 95 attendees, which is the largest turnout yet for an Employee Banquet. Five awards recognized teams and individuals for exceptional contributions last year:

- First-Year Achiever Award (Omar Moedano, Custodian)
- Team of the Year Award (Customer Service)
- MVP-Drop of Excellence Award (Esaud Lagunas)
- General Manager’s Choice Award (Winner: IT Department)

Congratulations to all the winners!

EMPLOYEE ANNIVERSARIES:

2/12/2007	WAYNE NAULT	Construction, Crew Leader	18 years
2/12/2008	CHRIS DAUGHERTY	Finance, Purchasing & Inventory Lead	17 years
2/14/2023	ERIKA MONTANO	Engineering, Admin Assistant	2 years
2/26/2018	AHMED KHATTAB	IT, IT Manager	6 years

WORKFORCE ANALYTICS:

Current headcount:	59	FYTD new hires:	11
FYTD separations:	8	Average tenure:	8 years, 8 months
FYTD turnover:	13.7%	Projected annual turnover:	21.28%
Retention rate:	86.3%	Projected retirements this year:	3

RISK MANAGEMENT:

Incidents

- We had one worker slightly roll their ankle on an uneven surface. No Missed Time.

Safety Program Management

- Annual Review and update of Safety Policies and Procedures:
- Injury and Illness Protection Program (IIPP) is being updated.
- Updated Annual Compliance Tracker and Employee Training Tracker are being updated and visible to all employees in SharePoint.
- Covid 19 Policy has been updated and in Final Review
- District Vehicle Use Policy being reviewed.
- SiteDocs Safety Management Software has been implemented through Supervisors and Crew Leads. Safety working on Document integration and SDS's Sheets before rolling out to all staff.

Environmental Programs

- Asbestos Cement Pipe (ACP) in the Lower Yard is being inventoried, and Safety has contacted multiple vendors to evaluate the proper disposal of the material cutoffs.
- Herbicide Use reported through CalAgPermits was reviewed and didn't require entry since none was used.

Emergency Response Programs

- Operations and Safety are working together on scheduling a Training Exercise and Mock EOC setup.
- Emergency Response Plan being updated and ERP folders added to EOC SharePoint.
- Rainbow Team working with FPUD and North County Fire to prepare for the Fallbrook Fire Symposium.

Safety Training / Tailgate Talks

- Operations and Office Staff conducted annual Hazardous Communication (HazCom) Training

Claims in Progress/Completed

	Claims Received	Open Claims at JPIA	Value of Open Claims at JPIA	Small Claims Rejected	Small Claims Approved	Value of Small Claim Settlements
Fiscal YTD	12	6	\$274,044.28	5	1	\$11,534.53
Current Month	0	0	\$0.00	1	1	\$0

COMMUNICATIONS:

Strategic Communications Plan

- Reviewed and discussed the plan draft with information from the 2024 planning workshop.
- Recommendations were made by Communications and Customer Service Committee members, and a new draft is in progress.

CropSWAP Program

- Regional CropSWAP Program reached a record of \$1,043,450 in reserved grant funding for approved projects.
 - Total for 2024 includes: 83 projects to date, 58 projects approved, 14 waitlisted, and 5 projects completed/paid to date.
- Submission for 2025 will be placed on a waitlist pending further funding opportunities with research in progress with Rancho Water.

Water Use Efficiency

- In 2024, the Flume smart water monitoring device reported 104 devices sold and 77% connected.
 - 156 devices remain in the contract; each device is \$49 with instant rebate.
 - Batteries are now available in standard AA replacement and customers no longer need to special order batteries.
 - Flume's customer support team continued their installation campaign by sending customers electronic reminders to install the device after shipment.
- Research is underway to explore new rebate opportunities for flow monitor devices that provide remote and auto-shutoff capabilities. The devices fulfill recent home insurance requirements to install remote shutoff flow devices.
 - Metropolitan offers five devices with \$100 rebate. Flo by Moen, Phyn Plus and Streamlabs Control are devices designed to connect inside the residence to monitor indoor use with auto shutoff mode with app support and require professional installation.

Community Events

- 2025 Event Planning:
 - Student Poster Contest in progress, Jan- April
 - Annual Fallbrook Avocado Festival, April
 - Bonsall High School field trip to Lake Skinner, May
 - Wildfire Symposium at Fallbrook Union High School, May
 - Vallecitos Elementary School Rainbow Run, June
 - San Diego Blood Bank Drive, June and December
 - North County Fire Protection District Open House, October
 - Schools Speakers Bureau, November

Newsletter Features

February Community Newsletter articles included:

- Rainbow Water Provides Critical Aid to Support the Eaton, Lilac, and Pala Fires: Emergency response, mutual aid, and district support of the January fires.
- Water Supply Conditions Update: DWP has released a report on the snowpack in January, the State Water Project, and local reservoir levels.
- Flow Monitor Device Rebates: New Metropolitan Water District and Flume devices are available.
- Making Conservation a California Way of Life: Review of the State Water Resources Control Board adoption of new urban water use plan for water agencies.
- Student Programs: ACWA Scholarships are available for college students.



Karleen Harp
Administrative Services Manager

February 25, 2025



BOARD OF DIRECTORS

February 4, 2025

SUBJECT

FINANCE REPORT FOR DECEMBER 2024

DESCRIPTION

Summary:

Water Sales:

FY 24/25 Budget - 10,000 AF
Actual December FYTD 24/25 8,095 AF
Actual December FYTD 23/24 6,800 AF
Actual December FYTD 22/23 8,783 AF
Actual December FYTD 21/22 8,897 AF

December FYTD 2024/2025 Budget vs Actual:

Water Operating Revenues through December 2024 came in at \$30.5M or 15% above the budgeted amount for this time of year, due mostly due to the higher-than-average water demands for July through December as noted in the "Water Purchases" section below. The gain in revenue from water sales is offset slightly by a timing variance due to RTS charges placed on property taxes by the District not being received until mostly in the December through May time period. Water Operating Expenses are at \$22.9M and 14% above the budgeted amount for this time of year due to the increased volume of imported water purchases stemming from higher sales. Net Operating Water Revenue was \$7.6M or 17% above the budgeted amount through the sixth month of operating activity. The District spent \$5.2M on capital projects, or 59% of the annual budget through the same period. Water Non-Operating Revenues are at \$0.56M or 3% above budget.

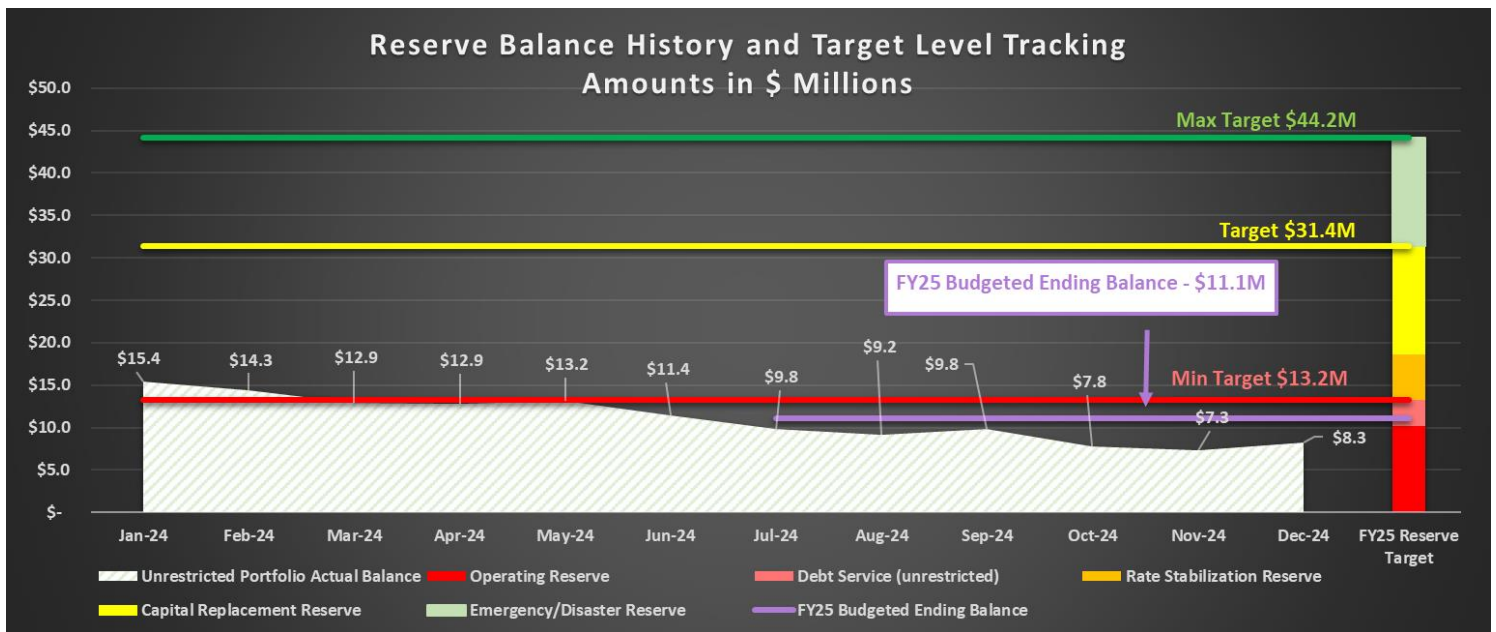
Wastewater Operating Revenues through December 2024 came in at \$2.7M or 2% above the budgeted amount for this time of year. Wastewater Operating Expenses are at \$2.3M or 1% below the budgeted amount for this time of year due mostly from the timing of expenses. Net Operating Wastewater Revenue was \$441 thousand or 30% above the budgeted amount through the sixth month of operating activity. Capital project spending came in at \$449 thousand or 10% of budget. Most of the Wastewater CIP budget stems from amounts approved in previous years that have been carried forward relating to the Thoroughbred Lift Station to cover remaining costs to wrap up the project but are in excess of the projected actual costs by approximately \$3.5M to \$3.7M. However, since there was no identified funding source tied to the excess budget approved in previous years on this project, there will be no remaining budget to reallocate to other projects when this project's budget is revised downward to actual costs during the mid-year budget revision.

Staff is continuing to work with the outside auditors on the completion of the annual audit and anticipate completing the Annual Comprehensive Financial Report by the end of February to submit to the GFOA.

Treasury Report:

The District’s total portfolio at the end of November 2024 was \$13.82M with the unrestricted portion totaling \$8.2M, and \$2.8M in remaining restricted proceeds from US Bank \$10M loan dedicated to covering CIP expenses for FY25 and FY26 budgeted projects. This is an increase from the unrestricted portfolio balance of \$7.3M in November 2024. The graph below depicts the historical unrestricted portfolio balances compared to the new reserve targets adopted in June 2024.

The District received interest revenue in the amount \$31,240 for December, not including interest on restricted debt service reserves, compared to \$37,414 for the same period last year. The CAMP investment yield is currently 4.65% and LAIF is 4.434%. As liquidity is of primary concern over the next year due to the impending exit fee payment this fall and higher debt service amounts, no funds will be reinvested beyond the District’s most liquid and safe options (CAMP, Money Market, LAIF) until reserves amounts have substantially increased. Fortunately, these immediately available investment options still have higher interest rates than longer term options.



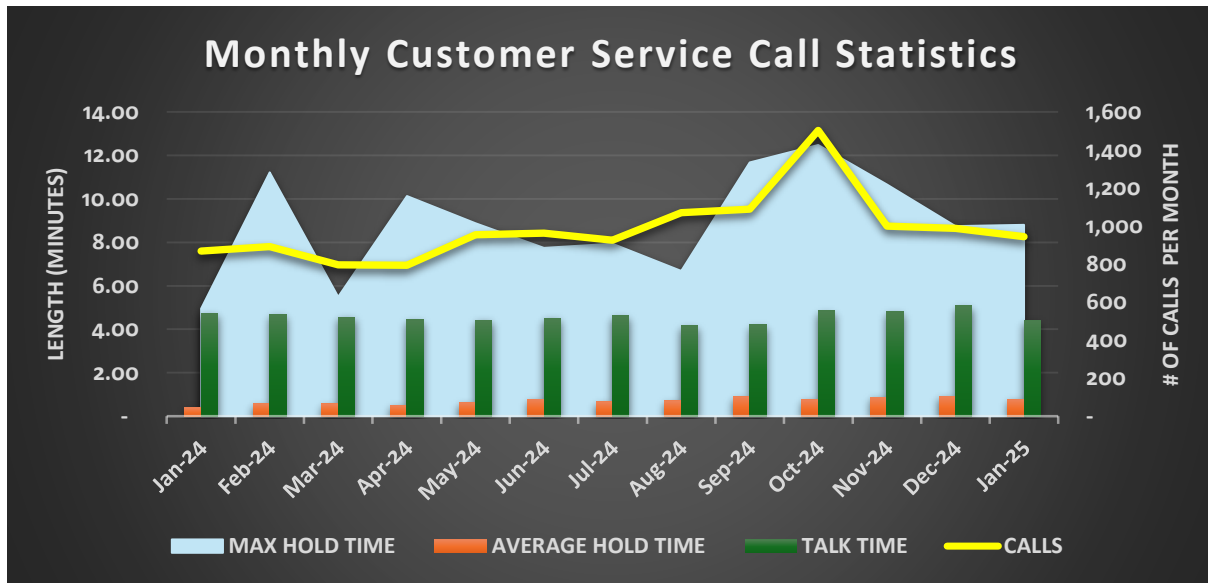
Water Purchases & Water Sales:

The Five-Year Water Purchases Demand Chart (Attachment D) reports imported water purchases; this data is available in real time. System demand for the current fiscal year totaled 8,444 AF through December, or 17% above the system demand at the same time last year, and 28% above the water purchases budget for this time of year based on the average 5-year demand trend through November.

The District recorded 8,095 AF in water sales through December for FY25 compared to 6,800 AF in sales for FY24 for the same period, or 19% higher than prior year due to the hotter and dryer weather this summer compared to last year. The Water Sales Summary Report (Attachment E) represents water that was billed to customers, so the data is time delayed in comparison to the Five-Year Water Purchases Demand Chart. These two reports will not correlate unless they are both presented for the same date; we provide the purchases report in real time to provide the board with the most current demand information available.

Monthly Call Volume:

The call volume for January was 945 calls to customer service with an average hold time of 46 seconds and an average talk time of 4 minutes and 24 seconds. The max time in queue in January was 8 minutes and 48 seconds. See the chart below for the comparison of call statistics over the last 12 months.



Attachments:

- A. Budget vs Actuals (December FY25)
- B. CIP Budget to Actuals (December FY25)
- C. Treasury Report (December FY25)
- D. Five-Year Water Purchases Demand Chart (through 12/1/2024)
- E. Water Sales Summary (December FY25)
- F. Check Register (December FY25)
- G. Directors' Expense Report (December FY25)
- H. Credit Card Breakdown (December FY25)
- I. RMWD Properties

Mary L. Aykroid
Interim Finance Manager

February 4, 2025

Rainbow Municipal Water District
 Operating Budget Summary by Fund
NET OPERATING INCOME

Description	FY 2024 Adjusted Budget	FY 2024 Actuals YTD 6/30/24	FY 2025 Actuals YTD 12/31/2024	Current \$ (Under)/Over Full Year Budget	Current % of Full Year Budget	Projected Over/(Under) \$	Projected Over/(Under) %	FY 2025 Adopted Budget
Water Operating & Non-Operating Fund								
Water Operating Revenues	\$ 42,497,078	\$ 42,302,657	\$ 30,460,345	\$ (16,708,697)	65%	\$ 2,664,322	6%	\$ 47,169,042
Water Operating Expenses	35,906,391	38,459,074	22,868,035	(12,985,733)	64%	2,052,874	6%	35,853,767
Water Fund Net Operating Revenue	\$ 6,590,687	\$ 3,843,583	\$ 7,592,310	\$ (3,722,964)	67%	\$ 611,448	5%	\$ 11,315,275
Water Non-Operating Revenues	\$ 956,000	\$ 11,050,756	\$ 566,111	\$ (500,731)	53%	\$ 32,690	3%	\$ 1,066,842
Water Non-Operating Expenses	16,601,337	15,076,854	8,936,882	(7,375,651)	55%	780,615	5%	16,312,533
Water Fund Net Non-Operating Revenue	\$ (15,645,337)	\$ (4,026,098)	\$ (8,370,771)	\$ 6,874,920	55%	\$ (747,926)	95%	\$ (15,245,691)
WATER NET REVENUE	\$ (9,054,650)	\$ (182,515)	\$ (778,461)	\$ 3,151,956	20%	\$ (136,478)	97%	\$ (3,930,416)
Wastewater Operating & Non-Operating Fund								
Wastewater Operating Revenues	4,717,000	4,751,970	2,775,008	(2,551,973)	52%	111,517	2%	5,326,981
Wastewater Operating Expenses	4,222,180	4,487,384	2,333,845	(2,443,551)	49%	(54,853)	-1%	4,777,396
Wastewater Fund Net Operating Revenue	\$ 494,820	\$ 264,586	\$ 441,163	\$ (108,423)	80%	\$ 166,370	30%	\$ 549,585
Wastewater Non-Operating Revenues	39,000	80,434	85,346	(630,589)	12%	(272,621)	-38%	715,935
Wastewater Non-Operating Expenses	10,146,644	6,561,624	2,075,069	(5,520,278)	27%	(1,722,605)	-23%	7,595,347
Wastewater Fund Net Non-Operating Revenue	\$ (10,107,644)	\$ (6,481,190)	\$ (1,989,722)	\$ 4,889,689	29%	\$ 1,449,984	121%	\$ (6,879,412)
WASTEWATER NET REVENUE	\$ (9,612,824)	\$ (6,216,604)	\$ (1,548,560)	\$ 4,781,267	24%	\$ 1,616,353	126%	\$ (6,329,826)
WATER & WASTEWATER NET REVENUE	\$ (18,667,474)	\$ (6,399,119)	\$ (2,327,020)	\$ 7,933,222	23%	\$ 1,479,876	114%	\$ (10,260,243)

% of Annual Budget

- 68% Water Purchases/Sales based on historical average
- 50% Fixed Fee Revenue & Expenses are based on time

Rainbow Municipal Water District
Water Fund Operating Budget Summary

Water Operating

Description	FY 2024 Adjusted Budget	FY 2024 Actuals YTD 6/30/24	FY 2025 Actuals YTD 12/31/2024	Current \$ (Under)/Over Full Year Budget	Current % of Full Year Budget	Projected Over/(Under) \$	Projected Over/(Under) %	FY 2025 Adopted Budget
Operating Revenues								
Water Sales	\$ 42,172,414	\$ 42,002,070	\$ 30,318,321	\$ (16,531,555)	65%	\$ 2,681,881	6%	\$ 46,849,876
Other Water Services	324,664	300,587	\$ 142,024	(177,142)	44%	\$ (17,559)	-6%	319,166
Total Operating Revenues	\$ 42,497,078	\$ 42,302,657	\$ 30,460,345	\$ (16,708,697)	65%	\$ 2,664,322	6%	\$ 47,169,042
Operating Expenses								
Purchased Water	21,997,021	22,088,500	14,610,333	(5,127,269)	74%	1,853,255	9%	19,737,602
Pumping	903,529	1,012,459	752,868	(787,302)	49%	(17,217)	-1%	1,540,170
Operations	2,723,168	2,995,406	1,571,104	(1,340,809)	54%	115,147	4%	2,911,913
Valve Maintenance	407,508	462,317	226,814	(210,731)	52%	8,041	2%	437,545
Construction	2,424,696	3,255,382	1,659,882	(1,614,182)	51%	22,850	1%	3,274,064
Meters	1,071,718	1,029,274	473,735	(537,562)	47%	(31,913)	-3%	1,011,298
General Fund Transfer	6,378,750	7,615,735	3,573,299	(3,367,877)	51%	102,711	1%	6,941,176
Total Operating Expenses	\$ 35,906,391	\$ 38,459,074	\$ 22,868,035	\$ (12,985,733)	64%	\$ 2,052,874	6%	\$ 35,853,767
NET OPERATING REVENUE	\$ 6,590,687	\$ 3,843,583	\$ 7,592,310	\$ (3,722,964)	67%	\$ 611,448	5%	\$ 11,315,275
Non-Operating Revenues								
Debt Proceeds	-	10,000,000	-	0	0%	-	0%	-
Investment Income	200,000	444,797	309,677	(151,057)	67%	79,310	17%	460,734
Property Tax Revenue	650,000	591,418	234,747	(354,177)	40%	(59,715)	-10%	588,924
Other Non-Operating Revenue	106,000	14,541	21,686	4,502	126%	13,094	76%	17,184
Total Non-Operating Revenues	\$ 956,000	\$ 11,050,756	\$ 566,111	\$ (500,731)	53%	\$ 32,690	3%	\$ 1,066,842
Non-Operating Expenses								
Capital Improvement Projects	13,524,172	11,999,689	5,197,854	(3,564,821)	59%	816,517	9%	8,762,675
Debt Service	3,077,165	3,077,165	579,378	(3,560,691)	14%	(1,490,657)	-36%	4,140,069
Detachment Payment	0	0	3,159,650	(250,139)	93%	1,454,756	43%	3,409,789
Total Non-Operating Expenses	\$ 16,601,337	\$ 15,076,854	\$ 8,936,882	\$ (7,375,651)	55%	\$ 780,615	5%	\$ 16,312,533
NET NON-OPERATING REVENUE	\$ (15,645,337)	\$ (4,026,098)	\$ (8,370,771)	\$ 6,874,920	55%	\$ (747,926)	95%	\$ (15,245,691)
NET REVENUE	\$ (9,054,650)	\$ (182,515)	\$ (778,461)	\$ 3,151,956	20%	\$ (136,478)	97%	\$ (3,930,416)
	10,000 AF	9,975 AF						10,000AF

**Rainbow Muncipal Water District
Wastewater Fund Operating Budget Summary**

Description	FY 2024 Adjusted Budget	FY 2024 Actuals YTD 6/30/24	FY 2025 Actuals YTD 12/31/2024	Current \$ (Under)/Over Full Year Budget	Current % of Full Year Budget	Projected Over/(Under) \$	Projected Over/(Under) %	FY 2025 Adopted Budget
Operating Revenues								
Wastewater Revenues	\$ 4,711,000	\$ 4,750,770	\$ 2,774,208	\$ (2,551,173)	52%	\$ 111,517	2%	\$ 5,325,381
Other Revenues	6,000	1,200	800	(800)	50%	-	0%	1,600
Total Operating Revenues	\$ 4,717,000	\$ 4,751,970	\$ 2,775,008	\$ (2,551,973)	52%	\$ 111,517	2%	\$ 5,326,981
Operating Expenses								
Total Payroll Expenses	807,330	824,453	409,887	(458,791)	47%	(24,452)	-3%	868,679
Total Maintenance & Supply	1,918,600	1,876,524	1,085,776	(1,194,764)	48%	(54,494)	-2%	2,280,540
General Fund Transfer	1,496,250	1,786,407	838,181	(789,996)	51%	24,093	1%	1,628,177
Total Operating Expenses	\$ 4,222,180	\$ 4,487,384	\$ 2,333,845	\$ (2,443,551)	49%	\$ (54,853)	-1%	\$ 4,777,396
NET OPERATING REVENUE	494,820	264,586	441,163	(108,423)	80%	166,370	30%	549,585
Non-Operating Revenues								
Investment Income	-	-	41,304	(63,581)	39%	(11,139)	-11%	104,885
Property Tax Revenue	38,000	80,434	34,285	(51,765)	40%	(8,740)	-10%	86,050
Grants Revenue	-	-	6,186	(518,814)	1%	(256,314)	-49%	525,000
Other Non-Operating Revenue	1,000	-	3,572	3,572	0%	3,572	0%	-
Total Non-Operating Revenues	39,000	80,434	85,346	(630,589)	12%	(272,621)	-38%	715,935
Non-Operating Expenses								
Oceanside- Prior Period Liability	802,836	802,836	963,403	(963,403)	50%	-	0%	1,926,806
Oceanside - Contribution to Repl. Reserve	-	440,553	-	(440,553)	0%	(220,277)	-50%	440,553
Capital Improvement Projects	8,680,787	4,655,214	448,645	(4,116,322)	10%	(1,833,839)	-40%	4,564,967
Debt Service	663,021	663,021	663,021	-	100%	331,510	50%	663,021
Total Non-Operating Expenses	10,146,644	6,561,624	2,075,069	(5,520,278)	27%	(1,722,605)	-23%	7,595,347
NET NON-OPERATING REVENUE	\$ (10,107,644)	\$ (6,481,190)	\$ (1,989,722)	\$ 4,889,689	29%	\$ 1,449,984	121%	\$ (6,879,412)
NET REVENUE	\$ (9,612,824)	\$ (6,216,604)	\$ (1,548,560)	\$ 4,781,267	24%	\$ 1,616,353	126%	\$ (6,329,826)

**Rainbow Municipal Water District
General Fund Operating Budget Summary**

General Operating

Description	FY 2024 Adjusted Budget	FY 2024 Actuals YTD 6/30/24	FY 2025 Actuals YTD 12/31/2024	Current \$ (Under)/Over Full Year Budget	Current % of Full Year Budget	Projected Over/(Under) \$	Projected Over/(Under) %	FY 2025 Adopted Budget
Operating Revenues								
Water Overhead Transfer	\$ 6,378,750	\$ 7,615,735	\$ 3,573,299	\$ (3,367,877)	51%	\$ 2,833,489	41%	\$ 6,941,176
Wastewater Overhead Transfer	1,496,250	1,786,407	838,181	(789,996)	51%	24,093	1%	1,628,177
Other General Fund Revenue	860,000	558,506	264,367	(636,993)	29%	(186,313)	-21%	901,360
Total Operating Revenues	\$ 8,735,000	\$ 9,960,648	\$ 4,675,847	\$ (4,794,866)	49%	\$ 2,671,269	28%	\$ 9,470,713
Operating Expenses								
Board of Directors	\$ 35,105	\$ 49,902	\$ 17,133	\$ (46,710)	27%	\$ (14,789)	-23%	\$ 63,843
Garage	638,335	641,451	317,951	(319,481)	50%	(765)	0%	637,432
Administration	1,804,028	2,828,135	705,345	(876,919)	45%	(85,787)	-5%	1,582,264
Human Resources	457,924	439,422	223,486	(346,206)	39%	(61,360)	-11%	569,692
Risk Management	825,989	674,077	653,501	(126,879)	84%	263,311	34%	780,380
IT Services	1,476,617	1,415,465	778,114	(878,787)	47%	(50,337)	-3%	1,656,902
Public Relations	69,022	81,036	56,141	(130,724)	30%	(37,291)	-20%	186,865
Finance	1,210,691	1,138,961	529,041	(803,629)	40%	(137,294)	-10%	1,332,670
Customer Service	585,384	521,300	362,642	(376,295)	49%	(6,826)	-1%	738,937
Engineering	981,906	1,518,363	613,325	(283,405)	68%	164,960	18%	896,730
CalPERS UAL Payment	650,000	652,535	418,577	(606,424)	41%	(93,924)	-9%	1,025,000
Other Post Employment Benefits	0	0	592	592	0%	592	0%	0
Total Operating Expenses	\$ 8,735,000	\$ 9,960,648	\$ 4,675,847	\$ (4,794,866)	49%	\$ (60,101)	-1%	\$ 9,470,713
CHANGE IN NET POSITION	\$ -	\$ -	\$ -	\$ -				\$ -

Water Capital Projects - FY25 Budget to Actuals through December 2024

Project #	Project Name	PY Adjusted Budget -	Prior Year Actual	PY Remaining Budget -	Carryforward	Carryforward	CY Adopted Budget	CY Budget Adjustments	Amended Budget w/ PY	Year-to-Date Expended	Remaining Budget
		FY24	(FY24)	FY24	Remaining Budget Balance from PY ?	Amount of Remaining Budget From PY			FY 24/25	FY 24/25	FY 24/25
300008	New District Headquarters	\$ -	\$ 2,085	\$ (2,085)	No	\$ -	\$ 500,000		\$ 500,000	\$ 1,884	\$ 498,116
600003	San Luis Rey Imported Return Flow Recovery	\$ 225,000	\$ 112,672	\$ 112,328	Yes	\$ 112,328	\$ -		\$ 112,328	\$ 5,566	\$ 106,762
600007	Pressure Reducing Stations	\$ 25,000	\$ 22,936	\$ 2,064	No	\$ -	\$ 150,000		\$ 150,000	\$ -	\$ 150,000
600009	Isolation Valve Installation Program	\$ 80,000	\$ 77,883	\$ 2,117	No	\$ -	\$ 100,000		\$ 100,000	\$ 112,280	\$ (12,280)
600013	Hutton/Rancho Amigos (Turner)/Dentro Pump Stations	\$ 9,577,891	\$ 9,595,202	\$ (17,311)	Yes	\$ (17,311)	\$ 3,400,000	\$ 1,150,000	\$ 4,532,689	\$ 4,160,153	\$ 372,536
600026	Camino Del Rey Waterline Relocation	\$ 45,000	\$ 30,569	\$ 14,431	No	\$ -	\$ 100,000		\$ 100,000	\$ 20,811	\$ 79,189
600030	Corrosion Prevention Program Development and Implementation	\$ 162,861	\$ 5,876	\$ 156,985	No	\$ -	\$ -		\$ -	\$ 4,044	\$ (4,044)
600058	Electrical Panel Switches	\$ 6,000	\$ 11,902	\$ (5,902)	No	\$ -	\$ 200,000		\$ 200,000	\$ 10,747	\$ 189,253
600088	SDCWA Connections 1, 8, 9 & 10 Acquisition				N/A	\$ -	\$ 500,000	\$ 250,000	\$ 750,000	\$ 722,381	\$ 27,619
600089	SDCWA Connections 3, 6, 7, 11, & 12 Interim Decommissioning				N/A	\$ -	\$ 200,000		\$ 200,000	\$ -	\$ 200,000
600090	Master Plans (Water & Waste Water)	\$ -	\$ 2,835	\$ (2,835)	Yes	\$ (2,835)	\$ 100,000		\$ 97,165	\$ 638	\$ 96,527
600091	FPUD Maravilla to RMWD Maravilla (Morro Tank) (750 LF, in-house construction)	\$ -	\$ 875	\$ (875)	Yes	\$ (875)	\$ 210,000		\$ 209,125	\$ 10,786	\$ 198,339
600092	FPUD Olive Hill to RMWD Olive Hill (Morro Reservoir) (840 LF, in-house construction)				N/A	\$ -	\$ 235,000		\$ 235,000	\$ 7,209	\$ 227,791
600093	La Canada Pipeline Replacement and Pressure Reduction from Hillrise Rd. to Via Monserate (4,000 LF, in-house construction)				N/A	\$ -	\$ 100,000		\$ 100,000	\$ -	\$ 100,000
600094	Gopher Skid Pump Station				N/A	\$ -	\$ 710,000		\$ 710,000	\$ 3,821	\$ 706,179
600096	Gopher Canyon Pipeline Extension (FY25)				N/A	\$ -	\$ -	\$ 600,000	\$ 600,000	\$ 7,065	\$ 592,935
N/A	Vehicle/Equipment Acquisition	\$ 200,000	\$ 232,721	\$ (32,721)	No	\$ -	\$ 150,000		\$ 150,000	\$ 130,468	\$ 19,532
Total		\$ 10,321,752	\$ 10,095,556	\$ 226,196	\$ -	\$ 91,307	\$ 6,655,000	\$ 2,000,000	\$ 8,746,307	\$ 5,197,854	\$ 3,548,453

█ = Financed in part or whole by the \$10M US Bank Loan (dated 5-1-24)

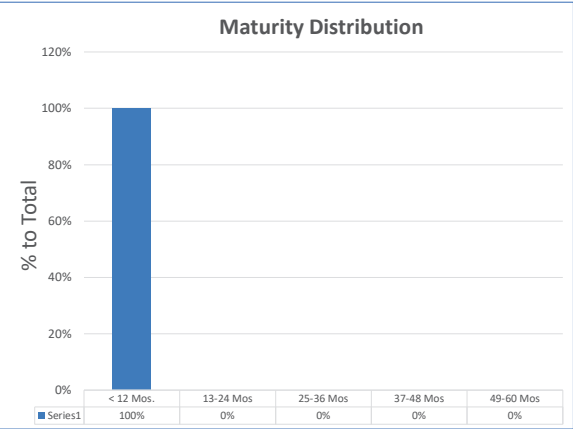
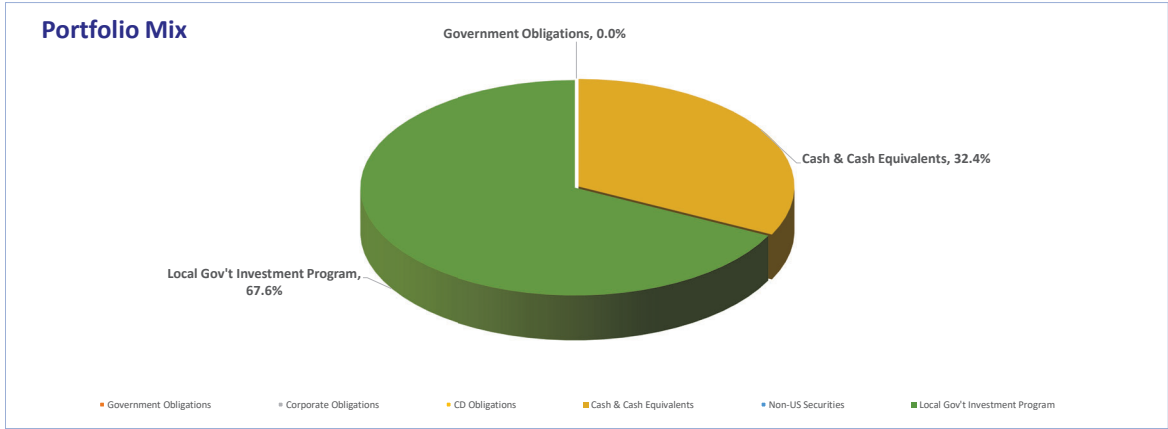
Wastewater Capital Projects - FY25 Budget to Actuals through December 2024

Project #	Project Name	PY Adjusted Budget - FY24	Prior Year Actual (FY24)	PY Remaining Budget - FY24	Carryforward Remaining Budget Balance from PY ?	Carryforward Amount of Remaining Budget From PY	CY Adopted Budget	CY Budget Adjustments	Amended Budget w/ PY Carryforward	Year-to-Date Expended 12-31-24	Remaining Budget
		FY 23/24	FY 23/24	FY 23/24	FY 23/24	FY 23/24	FY 24/25	FY 24/25	FY 24/25	FY 24/25	FY 24/25
530001	Thoroughbred Lane Lift Station and Pipeline Repair (LS1 Replacement)	\$ 8,680,787	\$ 4,641,288	\$ 4,039,499	Yes	\$ 4,039,499	\$ -	\$ -	\$ 4,039,499	\$ 446,321	\$ 3,593,178
530023	Rancho Monserate, Rancho Viejo LS & HQ B-Plant Emergency Generators	\$ -	\$ -	\$ -	No	\$ -	\$ 525,000	\$ -	\$ 525,000	\$ 2,324	\$ 522,676
Total		\$ 8,680,787	\$ 4,641,288	\$ 4,039,499	\$ -	\$ 4,039,499	\$ 525,000	\$ -	\$ 4,564,499	\$ 448,645	\$ 4,115,854

RAINBOW MUNICIPAL WATER DISTRICT
 TREASURER'S MONTHLY REPORT OF INVESTMENTS
 PORTFOLIO SUMMARY
 12/31/2024



TYPE	ISSUER	RESTRICTION LEVEL	CUSIP	Bond Rating	Date of Maturity	Par Value	Cost Basis	Market Value*	Interest Rate	Yield to Maturity	Semi-Annual Interest	Days to Maturity
Cash-Operating	US Bank x139	Unrestricted				\$ 316,897	\$ 316,897	\$ 316,897				0
Cash-Oceanside Plant Construction	US Bank x352	Restricted				\$ -	\$ -	\$ -				0
Money Market Funds	First American Government, US Bank	Unrestricted	31846V567			\$ 2,415,254	\$ 2,415,254	\$ 2,415,254				0
Money Market Funds (Debt Reserve)	Western Alliance	Restricted				\$ -	\$ -	\$ -				0
Money Market Funds-Beck Restr (Debt Reserve)	Computershare Corporate Trust 201	Restricted				\$ 477,009	\$ 477,009	\$ 477,009				0
Money Market Funds-Morro Restr (Debt Reserve)	Computershare Corporate Trust 301	Restricted				\$ 632,011	\$ 632,011	\$ 632,011				0
Money Market Funds (Debt Reserve)	39170200 Trust 200	Restricted				\$ 101	\$ 101	\$ 101				0
Money Market Funds (Debt Reserve)	39170300 Trust 300	Restricted				\$ 113	\$ 113	\$ 113				0
Money Market Funds(Debt Reserve)	Zions Bank-D	Restricted				\$ 630,011	\$ 630,011	\$ 630,011				0
Money Market Funds (Debt Reserve)	Zions Bank-E	Restricted				\$ 47	\$ 47	\$ 47				0
Total Cash & Cash Equivalents						\$ 4,471,443	\$ 4,471,443	\$ 4,471,443				
Local Gov't Investment Program												
	California Asset Management Program (CAMP)	Unrestricted	4039-001			\$ 6,471,352	\$ 6,471,352	\$ 6,471,352				
	CAMP - US Bank Loan Proceeds for CIP	Restricted	4039-002			\$ 2,833,866	\$ 2,833,866	\$ 2,833,866				
	Local Agency Investment Fund (LAIF)	Unrestricted				\$ 44,894	\$ 44,894	\$ 44,894				0
Total Local Gov't Investment Program						\$ 9,350,112	\$ 9,350,112	\$ 9,350,112				
US Bank Government Obligations												
Total Government Obligations						\$ -	\$ -	\$ -			\$ -	0
US Bank Corporate Issues												
Total Corporate Issues						\$ -	\$ -	\$ -				
Investment Portfolio Totals						\$ 13,821,555	\$ 13,821,555	\$ 13,821,555				
Less Restricted Cash for Oceanside Replacement Reserve						\$ (974,540)	\$ (974,540)	\$ (974,540)				
Less Restricted Portfolio						\$ (4,573,159)	\$ (4,573,159)	\$ (4,573,159)				
Total Unrestricted Portfolio						\$ 8,273,856	\$ 8,273,856	\$ 8,273,856				



This monthly report accurately reflects all District pooled investments. It is in conformity with the Investment Administrative code section 5.03.080. The District has sufficient cash flow to meet six months of obligations. The District is in compliance with the current Investment Policy and California Government Code.

Cathy Lundell
Cathy Lundell - Accounting Specialist

2/4/2025

*Source of Market Value - US Bank monthly statements

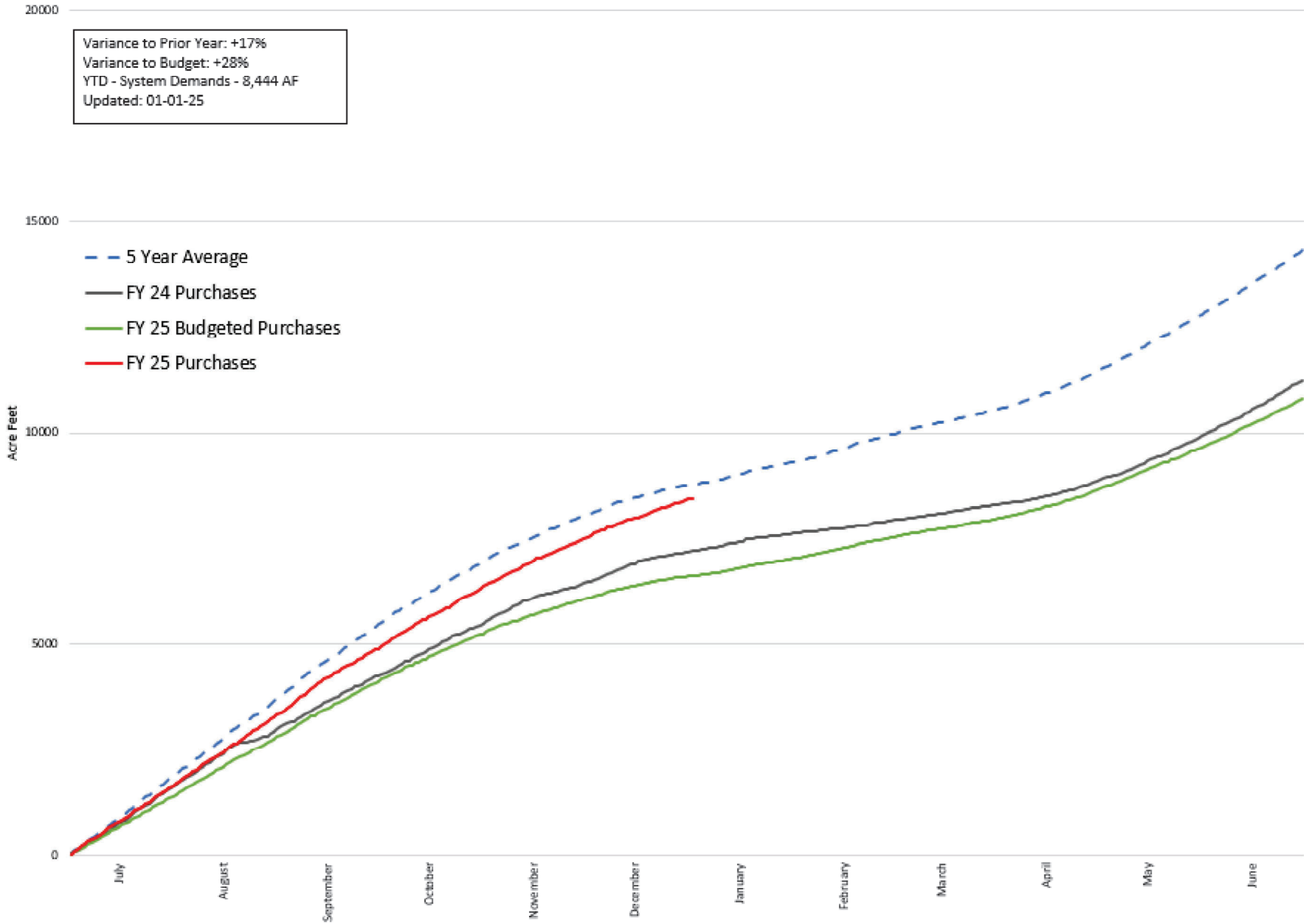
RAINBOW MUNICIPAL WATER DISTRICT
 TREASURER'S MONTHLY REPORT OF INVESTMENTS
 MONTHLY TRANSACTIONS
 12/31/2024



TYPE	ISSUER	CUSIP	Bond		Par Value	Cost Basis	Buy/Sell Price	Gain/(Loss) on Sale	Interest Rate	Yield to
			Rating	Date of Maturity						Maturity
SALE	FEDERAL HOME LOAN BKS	3130AQF40	AAA	12/20/2024	500,000.00	499,710.00	500,000.00	290.00	1.000%	1.030%
TOTAL SALES ACTIVITY					\$ 500,000	\$ 499,710	\$ 500,000	290.00		

System Demands Comparison Chart

Variance to Prior Year: +17%
Variance to Budget: +28%
YTD - System Demands - 8,444 AF
Updated: 01-01-25



Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2024-2025

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
1,124	AD	193	251	269	231	407	267	-	-	-	-	-	-	1,619
500	AG	246	344	374	307	453	290	-	-	-	-	-	-	2,015
247	CM	85	111	123	83	81	51	-	-	-	-	-	-	533
22	CN	6	10	7	11	7	6	-	-	-	-	-	-	47
16	IS	5	7	7	6	6	4	-	-	-	-	-	-	37
113	MF	33	38	37	33	37	30	-	-	-	-	-	-	208
131	PC	140	184	197	171	-	-	-	-	-	-	-	-	692
287	PD	157	202	218	192	-	-	-	-	-	-	-	-	768
6,465	SF	327	405	441	364	379	261	-	-	-	-	-	-	2,176
8,905	Total	1,192	1,553	1,672	1,398	1,370	910	-	-	-	-	-	-	8,095

FISCAL YEAR 2023-2024

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
1,186	AD	168	225	211	178	190	147	-	-	-	-	-	-	1,119
513	AG	203	317	311	221	252	170	-	-	-	-	-	-	1,474
275	CM	66	98	88	65	62	43	-	-	-	-	-	-	422
37	CN	6	6	7	5	4	3	-	-	-	-	-	-	32
21	IS	4	6	5	5	5	5	-	-	-	-	-	-	31
124	MF	26	31	37	31	30	31	-	-	-	-	-	-	186
139	PC	100	150	132	120	139	85	-	-	-	-	-	-	728
300	PD	138	200	176	148	156	106	-	-	-	-	-	-	925
6,234	SF	287	363	365	311	304	254	-	-	-	-	-	-	1,884
8,829	Total	998	1,398	1,332	1,085	1,143	844	-	-	-	-	-	-	6,800

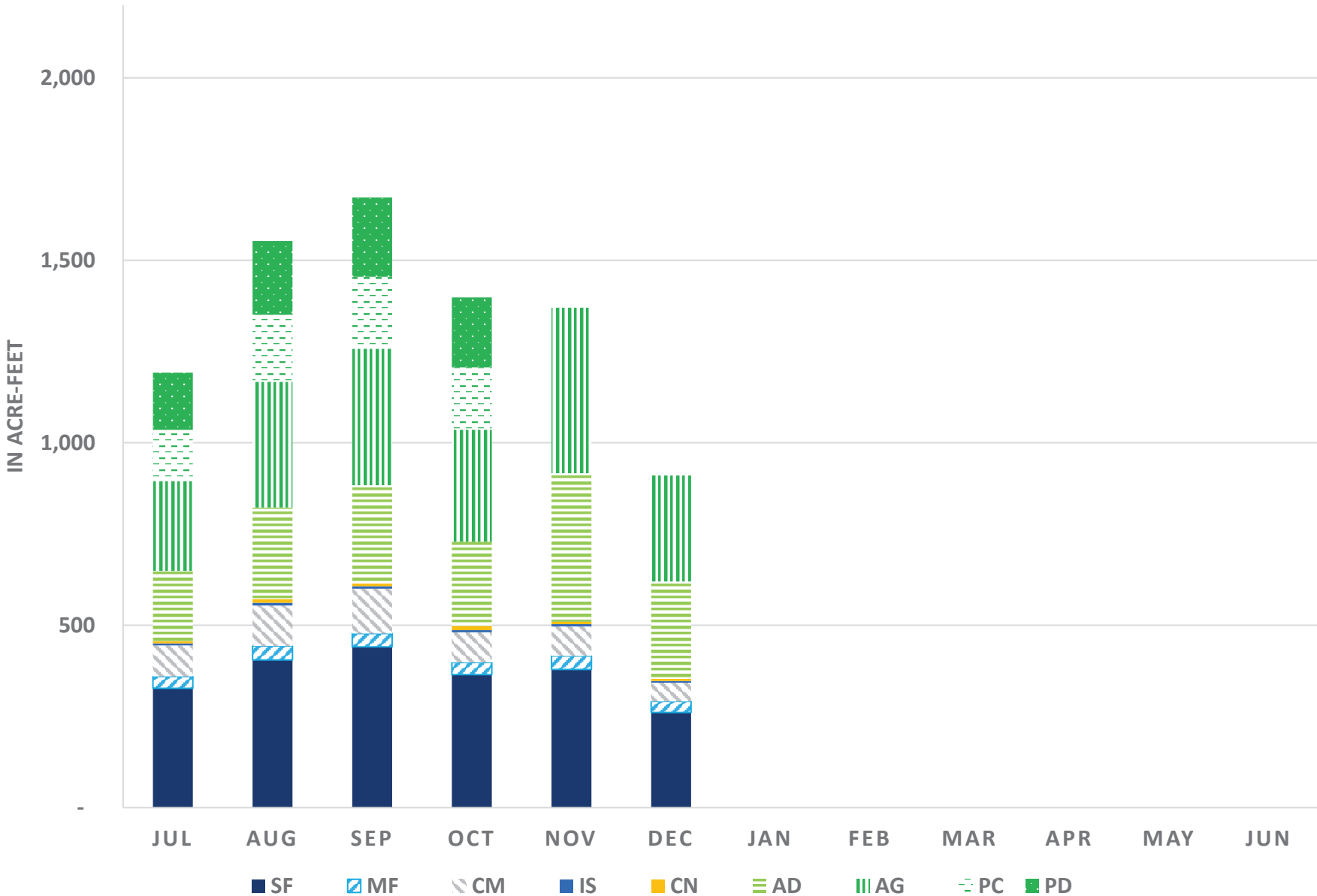
FISCAL YEAR 2022-2023

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
1,227	AD	291	249	318	242	184	135	-	-	-	-	-	-	1,419
531	AG	438	400	540	356	235	158	-	-	-	-	-	-	2,129
276	CM	119	110	144	98	70	41	-	-	-	-	-	-	583
26	CN	32	20	37	19	12	7	-	-	-	-	-	-	127
21	IS	10	8	10	6	5	4	-	-	-	-	-	-	43
121	MF	32	29	38	31	27	26	-	-	-	-	-	-	183
148	PC	199	177	229	179	128	82	-	-	-	-	-	-	994
313	PD	235	217	279	202	149	101	-	-	-	-	-	-	1,182
-	SC	-	-	-	-	-	-	-	-	-	-	-	-	-
-	SD	-	-	-	-	-	-	-	-	-	-	-	-	-
6,012	SF	417	368	457	363	284	235	-	-	-	-	-	-	2,124
8675	Total	1,774	1,579	2,053	1,495	1,094	789	-	-	-	-	-	-	8,783

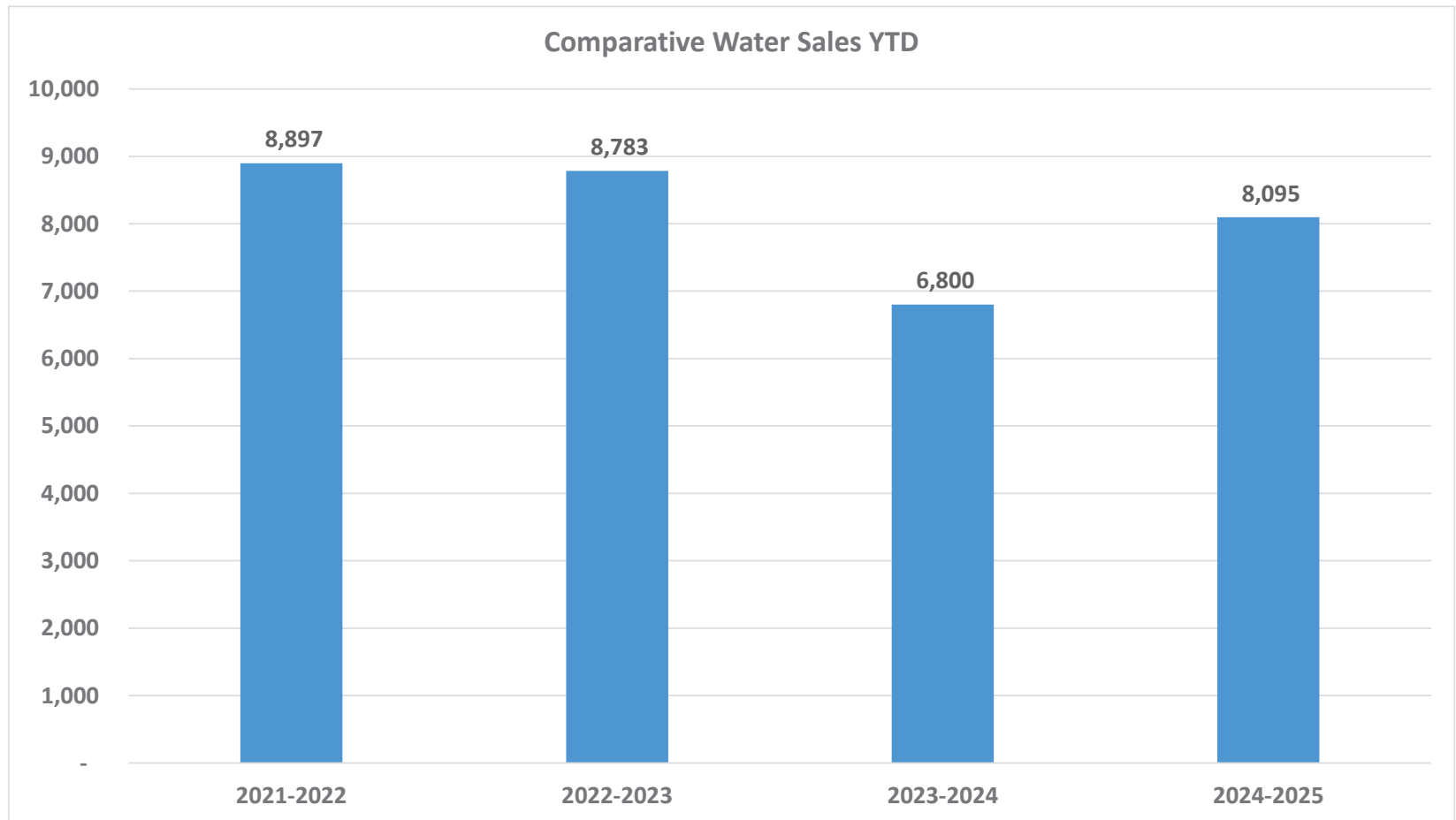
FISCAL YEAR 2021-2022

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
549	AD	115	277	304	243	165	199	-	-	-	-	-	-	1,303
402	AG	289	359	433	324	217	261	-	-	-	-	-	-	1,883
271	CM	100	103	135	80	52	55	-	-	-	-	-	-	526
24	CN	23	17	20	11	19	18	-	-	-	-	-	-	108
21	IS	9	8	9	6	4	4	-	-	-	-	-	-	39
114	MF	33	29	34	26	25	26	-	-	-	-	-	-	171
	PC	241	201	225	175	119	152	-	-	-	-	-	-	1,114
	PD	240	233	249	196	129	161	-	-	-	-	-	-	1,208
319	SC	125	-	-	-	-	-	-	-	-	-	-	-	125
1,012	SD	198	-	-	-	-	-	-	-	-	-	-	-	198
5,851	SF	429	406	444	357	269	315	-	-	-	-	-	-	2,221
8,563	Total	1,802	1,635	1,853	1,418	999	1,190	-	-	-	-	-	-	8,897

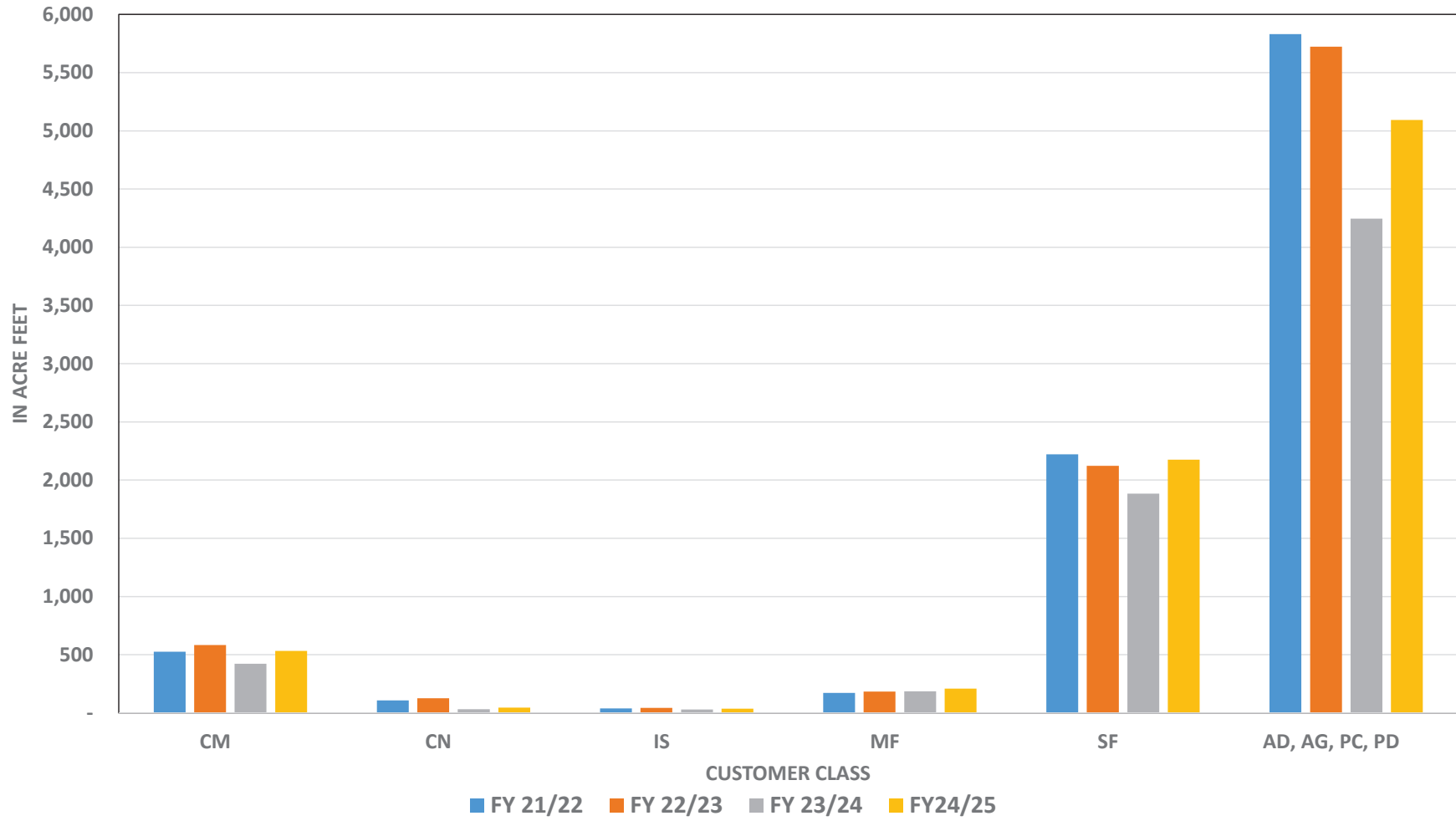
USAGE BY CUSTOMER CLASS FY 24-25



Comparative Water Sales YTD from Prior Years



YTD USAGE BY CUSTOMER CLASS





Check Register
Fiscal Year 2024-2025

December 2024**Payments above 50K**

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
152166100	WIRE	700707	SAN DIEGO COUNTY WATER AUTHORITY	SDCWA WATER PURCHASE- OCTOBER 2024	12/13/2024	\$ 2,781,828.10
153033321	WIRE	702109	WELLS FARGO BANK	ESCROW / BECK & MORRO LOAN	12/20/2024	\$ 552,448.93
2986	ACH	701263	PACIFIC HYDROTECH CORPORATION	WEST LILAC, RANCHO AMIGOS, AND DENTRO PS PROJECT	12/20/2024	\$ 321,320.45
2997	ACH	702062	UTILITY SERVICE CO.	QUARTERLY TANK MAINTENANCE - NOVEMBER 2024	12/20/2024	\$ 249,628.89
28636	CHECK	700659	CITY OF OCEANSIDE	RAINBOW WASTEWATER AGREEMENT, FY22/FY23/FY24 O&M PAST DUE	12/20/2024	\$ 209,227.15
2982	ACH	700618	INFOR PUBLIC SECTOR, INC.	INFOR BILLING -ANNUAL RENEWAL	12/20/2024	\$ 165,541.36
152684363	WIRE	701034	AMERICAN EXPRESS	AMERICAN EXPRESS (NOVEMBER STATEMENT)	12/09/2024	\$ 160,356.72
28636	CHECK	700659	CITY OF OCEANSIDE	RAINBOW WASTEWATER AGREEMENT, FY25 5 OF 11 RECONCILE,O&M SEP	12/20/2024	\$ 142,454.28
28680	CHECK	701872	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC, #1065 087 935 1	12/20/2024	\$ 135,223.06
2969	ACH	700935	ACWA-JPIA	MONTHLY INSURANCE MEDICAL/VISION - JANUARY 2025	12/20/2024	\$ 101,856.89

Payments below 50K

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
53343	EFT		US BANK CREDIT CARD	US BANK CC - CENTRAL BILL (OCTOBER STATEMENT)	12/03/2024	\$ 3,471.15
2952	ACH	701034	AMERICAN EXPRESS	CORPORATE REWARDS FEE - NOV 2024 STATEMENT	12/06/2024	\$ 112.50
2953	ACH	701926	ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	8X15 TRENCH PLATE RENTAL	12/06/2024	\$ 860.25
28582	CHECK	702629	ATLAS ENGINEERING WEST, INC.	AS-NEEDED GEOTECHNICAL SERVICES	12/06/2024	\$ 954.00
28583	CHECK	702910	B&K VALVES & EQUIPMENT, INC.	LUBRICATOR GREASE TUBE, NORDSTROM ROLL PIN 5/16DX1L	12/06/2024	\$ 573.17
28584	CHECK	701510	BOOT BARN INC	SAFETY BOOTS - JDEMARY	12/06/2024	\$ 192.25
28584	CHECK	701510	BOOT BARN INC	SAFETY BOOTS - RLOPEZ	12/06/2024	\$ 192.25
28584	CHECK	701510	BOOT BARN INC	SAFETY BOOTS - RGUTIERREZ	12/06/2024	\$ 200.00
28584	CHECK	701510	BOOT BARN INC	SAFETY BOOTS - MCLINE	12/06/2024	\$ 200.00
2954	ACH	701187	BP BATTERY INC.	ODYSSEY PERFORMANCE AGM GROUP 65	12/06/2024	\$ 764.26
2955	ACH	700638	CECILIA'S SAFETY SERVICE	TRAFFIC CONTROL - 4646 S MISSION RD, FALLBROOK	12/06/2024	\$ 6,195.00
28585	CHECK	702988	CLEARSTAR, INC.	BACKGROUND CHECK	12/06/2024	\$ 236.24
28586	CHECK	700650	COLONIAL LIFE & ACCIDENT INS.	PR BATCH 2424_HEALTH AND ACCIDENTAL INSURANCE	12/06/2024	\$ 68.90
28587	CHECK	701977	CORE & MAIN LP	1" X 1" FORD BALL VALVE W/HANDLE	12/06/2024	\$ 2,583.85
28587	CHECK	701977	CORE & MAIN LP	2" 050RBX2521 VENT-O-MAT MIP, 1" 025RBX2521 VENT-O-MAT AIR	12/06/2024	\$ 34,523.10
28587	CHECK	701977	CORE & MAIN LP	HACH NITRITE CHEMKEY REAGENTS, HACH AMMONIA, CHLORINE	12/06/2024	\$ 2,231.78
28588	CHECK	700681	COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	ENCROACHMENT PERMIT, B-INSPECTION, B-COMMUNICATION, EXCAVATI	12/06/2024	\$ 5,086.00
28589	CHECK	703088	COURTESY CHEVROLET CENTER	2025 CHEVROLET SILVERADO 1500 CK10753 4WD DOUBLE CAB 147"	12/06/2024	\$ 49,472.06
28589	CHECK	703088	COURTESY CHEVROLET CENTER	2025 CHEVROLET SILVERADO 1500 CK10753 4WD DOUBLE CAB 147"	12/06/2024	\$ 49,472.06
2956	ACH	702912	DARKTRACE HOLDING LIMITED	ANNUAL SUBSCRIPTION	12/06/2024	\$ 15,986.00
28591	CHECK	702403	DAVID HILL	SAFETY GLASSES REIMBURSEMENT	12/06/2024	\$ 125.00
28592	CHECK	703065	ERIKA MONTANO	MILEAGE REIMBURSEMENT - DIFFERENCE OWED	12/06/2024	\$ 3.25
28592	CHECK	703065	ERIKA MONTANO	MILEAGE REIMBURSEMENT	12/06/2024	\$ 101.84
28592	CHECK	703065	ERIKA MONTANO	MILEAGE REIMBURSEMENT	12/06/2024	\$ 66.26
28593	CHECK	700845	FALLBROOK AUTO PARTS	FUNNEL, GIANT FUNNEL, SUPER MP FUNNEL	12/06/2024	\$ 29.60
28593	CHECK	700845	FALLBROOK AUTO PARTS	OIL FILTER, FUEL FILTER, AIR FILTER, DETERGENT	12/06/2024	\$ 435.40
28593	CHECK	700845	FALLBROOK AUTO PARTS	OIL FILTER, AIR FILTER, COOLANT FILTER	12/06/2024	\$ 212.03
28594	CHECK	700884	FALLBROOK IRRIGATION SUPPLIES	COUP PVC, BUSH PVC, FA PVC, COUP BARBXBARB	12/06/2024	\$ 21.60
28595	CHECK	702551	FALLBROOK PROPANE GAS CO.	PROPANE - 13.6	12/06/2024	\$ 72.39
28596	CHECK	701169	FALLBROOK WASTE AND RECYCLING	WASTE SERVICE - NOVEMBER 2024	12/06/2024	\$ 197.02
28596	CHECK	701169	FALLBROOK WASTE AND RECYCLING	WASTE SERVICE - NOVEMBER 2024	12/06/2024	\$ 345.65
28597	CHECK	700855	FEDEX	DELIVERY SERVICE	12/06/2024	\$ 54.37
28598	CHECK	700860	FERGUSON WATERWORKS #1083	CSM-11-HC 120/60 SOLENOID	12/06/2024	\$ 2,467.48

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
28599	CHECK	700852	FIELDMAN, ROLAPP & ASSOCIATES	SDCWA SETTLEMENT - EXIT FEE FINANCING ANALYSIS	12/06/2024	\$ 5,200.00
2957	ACH	701930	FLYERS ENERGY LLC	ORDER #3823398-24, ETH 502 UNITS/DSL 200 UNITS	12/06/2024	\$ 2,800.31
2957	ACH	701930	FLYERS ENERGY LLC	ORDER #3815111-24, DSL 550 UNITS/ETH 400 UNITS	12/06/2024	\$ 3,759.94
2957	ACH	701930	FLYERS ENERGY LLC	ORDER #3807582-24, DSL 250 UNITS/ETH 450 UNITS	12/06/2024	\$ 2,819.96
28600	CHECK	702763	FREDDY ESPINO	CYBERSECURITY TRAINING	12/06/2024	\$ 100.95
28601	CHECK	700915	FREEDOM AUTOMATION, INC.	ENGINEERING SERVICES - FINAL BILLING FOR CWA VALVE PROJECT	12/06/2024	\$ 9,600.00
28602	CHECK	700939	GLOBAL POWER GROUP INC.	L/S 2 - LOAD BANK TEST	12/06/2024	\$ 947.70
28602	CHECK	700939	GLOBAL POWER GROUP INC.	L/S 6 - LOAD BANK TEST	12/06/2024	\$ 947.70
28602	CHECK	700939	GLOBAL POWER GROUP INC.	L/S 3 - LOAD BANK TEST	12/06/2024	\$ 972.00
28602	CHECK	700939	GLOBAL POWER GROUP INC.	LS 1 - LOAD BANK TEST	12/06/2024	\$ 972.00
28602	CHECK	700939	GLOBAL POWER GROUP INC.	HORSE CREEK L/S - LOAD BANK TEST	12/06/2024	\$ 947.70
28602	CHECK	700939	GLOBAL POWER GROUP INC.	RANCHO MONSERATE - LOAD BANK TEST	12/06/2024	\$ 972.00
2958	ACH	700959	HAAKER EQUIPMENT CO.	VACTOR 2112 SEWER CLEANER	12/06/2024	\$ 5,931.50
2958	ACH	700959	HAAKER EQUIPMENT CO.	VACTOR 2112 SEWER CLEANER	12/06/2024	\$ (14,786.98)
2958	ACH	700959	HAAKER EQUIPMENT CO.	NEW VACTOR 2112 SEWER CLEANER	12/06/2024	\$ 14,786.98
28603	CHECK	701006	HILL BROTHERS CHEMICAL CO.	LIQUID AMMONIUM SULFATE	12/06/2024	\$ 2,271.78
2959	ACH	700663	ICONIX WATERWORKS (US) INC	4X2 CAST IRON TAPT FLANGE IMP, COUPLING, CAP, SCH40	12/06/2024	\$ 268.53
2959	ACH	700663	ICONIX WATERWORKS (US) INC	CREDIT	12/06/2024	\$ (15.91)
28604	CHECK	701409	KNOCKOUT PEST CONTROL& TERMITES, INC.	ONE TIME METER BEE REMOVAL	12/06/2024	\$ 100.00
28605	CHECK	702462	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	FREIGHT FEE	12/06/2024	\$ 14.00
2960	ACH	702580	LIQUID ENVIRONMENTAL SOLUTIONS OF CA, LLC	GREASE AUTO CHARGE	12/06/2024	\$ 229.95
28606	CHECK	703131	LUKE JOHNSON	EDUCATION ASSISTANCE REIMBURSEMENT	12/06/2024	\$ 996.20
28607	CHECK	701170	MCCALL'S METER SALES & SERVICE	CERTIFIED FLOW TEST	12/06/2024	\$ 100.00
28607	CHECK	701170	MCCALL'S METER SALES & SERVICE	CERTIFIED FLOW TEST	12/06/2024	\$ 50.00
28608	CHECK	702452	MICHAEL MACK	MILEAGE REIMBURSEMENT	12/06/2024	\$ 57.62
28609	CHECK	701180	MODULAR BUILDING CONCEPTS, INC	LEASE AGREEMENT	12/06/2024	\$ 478.41
28609	CHECK	701180	MODULAR BUILDING CONCEPTS, INC	LEASE AGREEMENT	12/06/2024	\$ 925.57
28609	CHECK	701180	MODULAR BUILDING CONCEPTS, INC	LEASE AGREEMENT	12/06/2024	\$ 521.51
2961	ACH	703071	NIXON PEABODY LLP	LENDER'S COUNSEL FEE FOR THE EXIT FEE FINANCING	12/06/2024	\$ 20,000.00
28610	CHECK	701320	PACIFIC PIPELINE SUPPLY	ALPHA COUPLING REST ESS 8.60-9.10 8"	12/06/2024	\$ 1,032.40
28610	CHECK	701320	PACIFIC PIPELINE SUPPLY	ALPHA COUPLING REST ESS 8.60-9.10 8", ALPHA FLANGE COUP ADAP	12/06/2024	\$ 2,823.98
28610	CHECK	701320	PACIFIC PIPELINE SUPPLY	BRASS NIPPLE 2" X CLOSE, BRASS HOSE REDUCER 2-1/2 FHT X 3/4	12/06/2024	\$ 534.16
28610	CHECK	701320	PACIFIC PIPELINE SUPPLY	FLG X FLG DIP SPOOL CL/AC 6" X 24", FLG X FLG DIP SPOOL CL/A	12/06/2024	\$ 1,320.53
28610	CHECK	701320	PACIFIC PIPELINE SUPPLY	LINSEAL-III VALVE BUTTERFLY 150B CL125 FLG 20"	12/06/2024	\$ 4,747.47
28610	CHECK	701320	PACIFIC PIPELINE SUPPLY	WELD FLANGE BORED 150# 20"	12/06/2024	\$ 2,219.65
28611	CHECK	703134	PAUL AND JENNIFER MENDES	REIMB FOR INCORRECT LATE FEE ON FINAL BILL	12/06/2024	\$ 26.88
28612	CHECK	701423	PERRAULT CORPORATION	CLASS II BASE, TRUCKING, ENVIRONMENTAL FEE	12/06/2024	\$ 1,748.00
28613	CHECK	701306	PLUMBERS DEPOT INC.	SEWER HOSE, LEADER HOSE	12/06/2024	\$ 1,717.46
2962	ACH	701684	PRECISION MOBILE DETAILING	RMWD VEHICLE WASH	12/06/2024	\$ 314.39
2962	ACH	701684	PRECISION MOBILE DETAILING	RMWD VEHICLE WASH	12/06/2024	\$ 542.89
28614	CHECK	701854	RHO MONSERATE C.C.H.A.	ELECTRIC CHARGE	12/06/2024	\$ 893.90
28615	CHECK	701833	RIGHT-OF-WAY ENGINEERING SERV	ON-CALL LAND SURVEYING SERVICES	12/06/2024	\$ 960.00
28616	CHECK	701902	SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	RELEASE OF CERTIFICATE ESTABLISHING LIEN	12/06/2024	\$ 40.00
28616	CHECK	701902	SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	LIENS (4)	12/06/2024	\$ 56.00
28616	CHECK	701902	SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	RELEASE OF LIEN DOC (1)	12/06/2024	\$ 20.00
2963	ACH	701976	SCW CONTRACTING CORPORATION	CP TEST STATION EXCAVATION	12/06/2024	\$ 4,950.00
2964	ACH	701940	SONSRAY MACHINERY LLC.	VEHICLE REPAIR, PARTS & SERVICE	12/06/2024	\$ 774.22
2964	ACH	701940	SONSRAY MACHINERY LLC.	REMAN-ALTERNATOR	12/06/2024	\$ 374.06
28617	CHECK	701962	SOUTHWEST VALVE & EQUIPMENT	SINGER VALVE 3/8"X 24" BRADED STAINLESS STEEL HOSE	12/06/2024	\$ 898.78
28618	CHECK	702022	T S INDUSTRIAL SUPPLY	2 1/2" FNST X 1 1/2" MNST EA SIAMESE GATED FIRE HOSE WYE	12/06/2024	\$ 514.96
28619	CHECK	701984	TCN, INC	MONTHLY 48 HOUR NOTICE	12/06/2024	\$ 8.84
28620	CHECK	701997	THE CENTRE FOR ORGANIZATION EFFECTIVENESS	SUPERVISORS ACADEMY	12/06/2024	\$ 949.00
2965	ACH	702042	UNDERGROUND SERVICE ALERT	RAI88 NEW TICKET CHARGES	12/06/2024	\$ 222.75
2965	ACH	702042	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS	12/06/2024	\$ 83.97

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
28621	CHECK	702067	VERIZON WIRELESS	MONTHLY CELLULAR SERVICE	12/06/2024	\$ 6,394.50
28622	CHECK	703072	VESTIS SERVICES, LLC	MONTHLY UNIFORMS/MATS & MISC	12/06/2024	\$ 486.08
28622	CHECK	703072	VESTIS SERVICES, LLC	MONTHLY UNIFORMS/MATS & MISC	12/06/2024	\$ 565.08
28623	CHECK	702406	VICTOR VEENSTRA	REIMBURSE RETIRED EMPLOYEE HEALTH INS - OCT 2024	12/06/2024	\$ 197.39
28623	CHECK	702406	VICTOR VEENSTRA	REIMBURSE RETIRED EMPLOYEE HEALTH INS - SEP 2024	12/06/2024	\$ 197.39
28623	CHECK	702406	VICTOR VEENSTRA	REIMBURSE RETIRED EMPLOYEE HEALTH INS - AUG 2024	12/06/2024	\$ 197.39
28624	CHECK	701755	WATERLINE TECHNOLOGIES INC.	HYPOCHLORITE SOLUTIONS, 1100 UNITS	12/06/2024	\$ 4,653.00
28624	CHECK	701755	WATERLINE TECHNOLOGIES INC.	HYPOCHLORITE SOLUTIONS, 1050 UNITS	12/06/2024	\$ 4,864.50
28624	CHECK	701755	WATERLINE TECHNOLOGIES INC.	HYPOCHLORITE SOLUTIONS, 2000 UNITS	12/06/2024	\$ 8,460.00
2966	ACH	702116	WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	LANDSCAPE MAINTENANCE	12/06/2024	\$ 532.51
28625	CHECK	702126	WHITE CAP CONSTRUCTION SUPPLY	RETURNED: POWER CUTTER, MULTI PURPOSE BARRACUDA	12/06/2024	\$ (1,239.54)
28625	CHECK	702126	WHITE CAP CONSTRUCTION SUPPLY	50LB PAIL SPEEDCRETE RED LINE EUCLID, 60LB RED-E--CRETE 2500	12/06/2024	\$ 1,997.69
621562558385670	EFT		HOME DEPOT	HOME DEPOT CC - ALL (NOVEMBER 2024 STATEMENT)	12/10/2024	\$ 3,846.78
2967	ACH	701628	A PERFECT SHADE	FRONT WINDOWS, VISOR	12/20/2024	\$ 500.00
2967	ACH	701628	A PERFECT SHADE	FRONT WINDOWS, VISOR	12/20/2024	\$ 300.00
28626	CHECK	703003	ACE LOCK & KEY	NEW CONTROL ROOM 1 AND 10 LOCK REPLACEMENT	12/20/2024	\$ 770.42
2968	ACH	703073	ACROSTIC	AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	12/20/2024	\$ 3,325.00
2968	ACH	703073	ACROSTIC	AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	12/20/2024	\$ 4,025.00
28627	CHECK	700784	ACTIVE AUTO COLLISION	VEHICLE REPAIR	12/20/2024	\$ 1,538.23
2970	ACH	700958	AIRGAS USA, LLC	CYLINDER RENTAL - AIR, OXYGEN, ACETYLENE, CARBON DIOXIDE	12/20/2024	\$ 144.78
2970	ACH	700958	AIRGAS USA, LLC	CYLINDER RENTAL - ACETYLE, CARBON DIOXIDE, OXYGEN	12/20/2024	\$ 227.83
28628	CHECK	702723	ALPHA DOG TOWING LLC.	TOWING	12/20/2024	\$ 600.00
28628	CHECK	702723	ALPHA DOG TOWING LLC.	TOWING	12/20/2024	\$ 450.00
28629	CHECK	702925	AMERICAN BUSINESS BANK	WEST LILAC, RANCHO AMIGOS, AND DENTRO PS PROJECT	12/20/2024	\$ 16,911.60
2971	ACH	701926	ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	8X12 TRENCH PLATE RENTAL	12/20/2024	\$ 633.75
28630	CHECK	701264	AT&T	MONTHLY PHONE SERVICE	12/20/2024	\$ 87.28
28630	CHECK	701264	AT&T	MONTHLY PHONE SERVICE	12/20/2024	\$ 73.38
28631	CHECK	701266	AT&T	MONTHLY PHONE SERVICE	12/20/2024	\$ 501.50
28631	CHECK	701266	AT&T	MONTHLY PHONE SERVICE	12/20/2024	\$ 32.41
28631	CHECK	701266	AT&T	MONTHLY PHONE SERVICE	12/20/2024	\$ 218.43
28631	CHECK	701266	AT&T	MONTHLY PHONE SERVICE	12/20/2024	\$ 32.41
28632	CHECK	701269	AT&T LONG DISTANCE	MONTHLY PHONE SERVICE	12/20/2024	\$ 57.19
28633	CHECK	702629	ATLAS ENGINEERING WEST, INC.	AS-NEEDED GEOTECHNICAL SERVICES	12/20/2024	\$ 954.00
28687	CHECK	702900	ATS COMMUNICATIONS	UNMANNED WIRELESS COMMUNICATIONS FACILITIES MANAGEMENT	12/20/2024	\$ 247.50
2972	ACH	701677	AZUGA, INC.	MONTHLY SERVICE FEE	12/20/2024	\$ 244.15
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 137.48
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 102.00
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 683.93
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 102.00
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 180.00
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 119.00
2973	ACH	700830	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	12/20/2024	\$ 137.48
2974	ACH	702525	BADGER METER INC.	ORION CELLULAR LTE SERV UNIT	12/20/2024	\$ 244.44
28634	CHECK	700586	BONSALL PEST CONTROL	RODENT CONTROL SERVICE AT 7 OF SITE BUILDING	12/20/2024	\$ 210.00
2975	ACH	701187	BP BATTERY INC.	AGM DEEP CYCLE GROUP 24	12/20/2024	\$ 1,047.29
28635	CHECK	703080	CARI DALE	MILEAGE REIMBURSEMENT	12/20/2024	\$ 146.73
2976	ACH	700638	CECILIA'S SAFETY SERVICE	TRAFFIC CONTROL - 3063 SUMAC RD	12/20/2024	\$ 4,820.00
2976	ACH	700638	CECILIA'S SAFETY SERVICE	TRAFFIC CONTROL - 4646 S MISSION RD, FALLBROOK	12/20/2024	\$ 2,065.00
28637	CHECK	702988	CLEARSTAR, INC.	BACKGROUND CHECK	12/20/2024	\$ 118.26
28638	CHECK	700650	COLONIAL LIFE & ACCIDENT INS.	PR BATCH 2425_HEALTH AND ACCIDENTAL INSURANCE	12/20/2024	\$ 68.90
28639	CHECK	701977	CORE & MAIN LP	1" 025RBX2521 VENT-O-MAT AIR/VAC VALVE 375	12/20/2024	\$ 6,852.90
28639	CHECK	701977	CORE & MAIN LP	HACH DR300 POCKET COLORIMETER, HACH NITRITE CHEMKEY	12/20/2024	\$ 991.09
28639	CHECK	701977	CORE & MAIN LP	HACH FREE CHLORINE REAGENT SET FOR CHLORINE ANALYZER	12/20/2024	\$ 345.59
28640	CHECK	700688	COUNTY OF S.D. DEPT OF ENVIRONMENTAL HEALTH	UNIFIED PROGRAM FACILITY PERMIT-RAINBOW HEIGHTS PUMP STATION	12/20/2024	\$ 603.00

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
28641	CHECK	702652	COUNTY OF SAN DIEGO, RCS	WATER RADIOS ON THE 800 MHZ NETWORK	12/20/2024	\$ 2,857.37
2977	ACH	701731	CUSTOM TRUCK BODY & EQUIPMENT, INC.	T-HANDLE LATCH POCKET (WH) NO BARREL LOCK INCLUDED, LOCK-HAR	12/20/2024	\$ 85.12
28642	CHECK	700797	DIAMOND ENVIRONMENTAL SERVICES	PORTA POTTY RENTAL	12/20/2024	\$ 76.62
28642	CHECK	700797	DIAMOND ENVIRONMENTAL SERVICES	PORTA POTTY RENTAL	12/20/2024	\$ 76.62
28643	CHECK	700785	DRIVELINE VISTA, INC	DIFFERENTIAL CARRIER, SILICONE, CLEANER	12/20/2024	\$ 5,672.89
28645	CHECK	700833	ELECTRICAL SALES, INC.	ATDR1/2 600V CC TD FUSE	12/20/2024	\$ 145.46
28646	CHECK	702718	FALLBROOK ACE HARDWARE	CABLETE 14 "75 BLK 100PK, 3/4" SCH-80 PVC FPT COUPLING	12/20/2024	\$ 35.58
28646	CHECK	702718	FALLBROOK ACE HARDWARE	RAT & MOUSE GLUE TAP	12/20/2024	\$ 27.61
28647	CHECK	700845	FALLBROOK AUTO PARTS	AIR FILTER	12/20/2024	\$ 116.34
28647	CHECK	700845	FALLBROOK AUTO PARTS	NAPA GAL, OIL FILTER, FUEL FILTER	12/20/2024	\$ 475.64
28647	CHECK	700845	FALLBROOK AUTO PARTS	OIL FILTER WRENCH, FUEL FILTER	12/20/2024	\$ (95.74)
28647	CHECK	700845	FALLBROOK AUTO PARTS	PRY BAR	12/20/2024	\$ 70.02
28647	CHECK	700845	FALLBROOK AUTO PARTS	DISC PAD, BRAKE PADS, BRAKE ROTOR	12/20/2024	\$ 594.72
28647	CHECK	700845	FALLBROOK AUTO PARTS	WASHER HOSE	12/20/2024	\$ 18.30
28647	CHECK	700845	FALLBROOK AUTO PARTS	W W VACUUM TUBING	12/20/2024	\$ 26.94
28647	CHECK	700845	FALLBROOK AUTO PARTS	BRACKETED CALIPER, FLEET PADS	12/20/2024	\$ 357.16
28647	CHECK	700845	FALLBROOK AUTO PARTS	TESTER, TRL HARNESS TESTER	12/20/2024	\$ 109.34
28647	CHECK	700845	FALLBROOK AUTO PARTS	LED MINI, MUD FLAP	12/20/2024	\$ 114.17
28647	CHECK	700845	FALLBROOK AUTO PARTS	PX COPPER ANTISEIZE, PX ALUM ANTI-SEIZE LU	12/20/2024	\$ 59.11
28647	CHECK	700845	FALLBROOK AUTO PARTS	LANYARD 48IN	12/20/2024	\$ 30.12
28647	CHECK	700845	FALLBROOK AUTO PARTS	PLUG	12/20/2024	\$ 62.45
28647	CHECK	700845	FALLBROOK AUTO PARTS	TACK SPRAY GASK, EXT LIFE GAL, NEW WATER PUMP	12/20/2024	\$ 96.18
28647	CHECK	700845	FALLBROOK AUTO PARTS	SPARK PLUG, PLUG WIRE SET, STARTING FLUID, MOTOR TUNE UP	12/20/2024	\$ 278.24
28647	CHECK	700845	FALLBROOK AUTO PARTS	LINCH PIN	12/20/2024	\$ 64.56
28647	CHECK	700845	FALLBROOK AUTO PARTS	MOTOR TUNE-UP, ENGINE FLUSH, CHAMP SM ENG SPARK PLUG, ADAPTE	12/20/2024	\$ 179.97
28647	CHECK	700845	FALLBROOK AUTO PARTS	CANISTER VENT VALVE	12/20/2024	\$ 163.23
28647	CHECK	700845	FALLBROOK AUTO PARTS	CRC BRAKLEEN BRAKE PARTS	12/20/2024	\$ 219.68
28647	CHECK	700845	FALLBROOK AUTO PARTS	ENGINE OIL FILTER, BUG WASH	12/20/2024	\$ 184.23
28647	CHECK	700845	FALLBROOK AUTO PARTS	AIR FILTER	12/20/2024	\$ 35.54
2978	ACH	700853	FALLBROOK EQUIPMENT RENTAL	WATER TRUCK 2000 GAL	12/20/2024	\$ 2,700.00
28648	CHECK	700884	FALLBROOK IRRIGATION SUPPLIES	BUSH PVC, ELL 90, ELL 45	12/20/2024	\$ 28.00
28649	CHECK	702551	FALLBROOK PROPANE GAS CO.	PROPANE - 53.1	12/20/2024	\$ 260.26
28649	CHECK	702551	FALLBROOK PROPANE GAS CO.	PROPANE - 169.1	12/20/2024	\$ 796.06
28649	CHECK	702551	FALLBROOK PROPANE GAS CO.	PROPANE - 316.8	12/20/2024	\$ 1,478.29
28650	CHECK	700855	FEDEX	DELIVERY SERVICE	12/20/2024	\$ 26.68
28651	CHECK	700860	FERGUSON WATERWORKS #1083	*CVR* LF 3/4 510XL VLV	12/20/2024	\$ 11,782.46
28651	CHECK	700860	FERGUSON WATERWORKS #1083	2X2-1/2 FIP X HOSE THRD HYD CAP, *NP 2-1/2 FIP X HOSE THRD A	12/20/2024	\$ 6,359.16
28651	CHECK	700860	FERGUSON WATERWORKS #1083	12 HYMAX GRIP FLG ADPT 12.68-13.39	12/20/2024	\$ 1,092.10
2979	ACH	701665	FLEET TRUCK & AUTO SHOP INC.	SEAL, RADIATOR, GASKET, RING, OIL FILTER, NUT	12/20/2024	\$ 10,594.31
28652	CHECK	701711	FLUME TECH	FLUME SMART WATER SYSTEM	12/20/2024	\$ 234.90
2980	ACH	701930	FLYERS ENERGY LLC	ORDER #3841071-24, DSL 358 UNITS/ETH 672.90 UNITS	12/20/2024	\$ 3,942.94
28653	CHECK	700915	FREEDOM AUTOMATION, INC.	ENGINEERING SERVICES - TROUBLESHOOT RICE CANYON TANK	12/20/2024	\$ 412.50
28653	CHECK	700915	FREEDOM AUTOMATION, INC.	ENGINEERING SERVICES - L/S 1 PROJECT	12/20/2024	\$ 660.00
28653	CHECK	700915	FREEDOM AUTOMATION, INC.	ENGINEERING SERVICES - ADAPTED THE FLOW TOTALIZING CODE	12/20/2024	\$ 2,805.00
28654	CHECK	703022	GARDA CL WEST, INC	ARMORED TRANSPORTATION SERVICE	12/20/2024	\$ 288.28
28654	CHECK	703022	GARDA CL WEST, INC	ARMORED TRANSPORTATION SERVICE	12/20/2024	\$ 113.47
28655	CHECK	703112	HARRINGTON INDUSTRIAL PLASTICS, LLC	150 GAL TANK DBL CONT OPAQUE, WRAP PROTECTIVE, FITTING, GASK	12/20/2024	\$ 3,963.03
28656	CHECK	701006	HILL BROTHERS CHEMICAL CO.	LIQUID AMMONIUM SULFATE	12/20/2024	\$ 2,639.51
28656	CHECK	701006	HILL BROTHERS CHEMICAL CO.	LIQUID AMMONIUM SULFATE	12/20/2024	\$ 2,753.02
28657	CHECK	700988	HOUSTON AND HARRIS	VIDEO PIPE INSPECT- APPROXIMATELY 3,381 OF 8" SEWER LINE	12/20/2024	\$ 3,145.00
28657	CHECK	700988	HOUSTON AND HARRIS	VIDEO PIPE INSPECT- APPROXIMATELY 3,381 OF 8" SEWER LINE	12/20/2024	\$ 3,196.25
28657	CHECK	700988	HOUSTON AND HARRIS	VIDEO PIPE INSPECT- APPROXIMATELY 4,200 OF 8" SEWER LINE	12/20/2024	\$ 3,016.25
28657	CHECK	700988	HOUSTON AND HARRIS	VIDEO PIPE INSPECT- APPROXIMATELY 4,300 OF 8" SEWER LINE	12/20/2024	\$ 3,298.75
2981	ACH	700663	ICONIX WATERWORKS (US) INC	4" S.S SEAT CLA-VAL, 3/8 CRD 30-300, 3" X101C DRY VALVE POSI	12/20/2024	\$ 3,354.31

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
2981	ACH	700663	ICONIX WATERWORKS (US) INC	6-8" 150# T316 SS FLANGE BOLT KIT	12/20/2024	\$ 2,120.52
28659	CHECK	702503	IMPACT DESIGN	EMBROIDERY - RMWD LOGO	12/20/2024	\$ 75.78
28660	CHECK	701570	INFOSEND, INC.	MONTHLY SUPPORT FEE - NOVEMBER 2024	12/20/2024	\$ 1,753.14
28660	CHECK	701570	INFOSEND, INC.	MONTHLY MAILING OF WATER BILLS AND NEWSLETTER	12/20/2024	\$ 2,570.12
2983	ACH	702463	INLAND KENWORTH (US) INC	CABIN AIR FILTER, CARTRIDGE OIL	12/20/2024	\$ 477.38
2984	ACH	702823	JAMES W FOWLER CO	L/S 1 REPLACEMENT PHASE 1	12/20/2024	\$ 35,042.31
2985	ACH	700772	KENNEDY/JENKS CONSULTANTS INC	AS-NEEDED ENGINEERING SERVICES DURING CONSTRUCTION L/S1 PH1	12/20/2024	\$ 8,710.00
28662	CHECK	701409	KNOCKOUT PEST CONTROL& TERMITES, INC.	ONE TIME METER BEE REMOVAL	12/20/2024	\$ 100.00
28662	CHECK	701409	KNOCKOUT PEST CONTROL& TERMITES, INC.	ONE TIME METER BEE REMOVAL	12/20/2024	\$ 100.00
28663	CHECK	703114	KRISCH & COMPANY, AN ACCOUNTANCY CORP	PROFESSIONAL SERVICES - ACCOUNTING SERVICES FY24 YE CLOSING	12/20/2024	\$ 1,686.50
28664	CHECK	702462	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	FREIGHT FEE	12/20/2024	\$ 14.00
28665	CHECK	702635	LEIGHTON CONSULTING, INC.	AS-NEEDED GEOTECHNICAL SERVICES	12/20/2024	\$ 2,796.52
28666	CHECK	701656	LINCOLN NATIONAL LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JANUARY 2025	12/20/2024	\$ 5,898.78
28667	CHECK	701103	LINE-X OF ESCONDIDO	XG7 DECK, CARGO GLIDE, CREW CAB SHORT BED	12/20/2024	\$ 4,586.88
28667	CHECK	701103	LINE-X OF ESCONDIDO	DECKED TOOLBOX	12/20/2024	\$ 1,968.75
28669	CHECK	702452	MICHAEL MACK	MILEAGE REIMBURSEMENT	12/20/2024	\$ 100.50
28670	CHECK	702467	MOBILE MINI, INC	STORAGE CONTAINER RENTAL	12/20/2024	\$ 299.91
28670	CHECK	702467	MOBILE MINI, INC	STORAGE CONTAINER RENTAL	12/20/2024	\$ 287.47
28670	CHECK	702467	MOBILE MINI, INC	STORAGE CONTAINER RENTAL	12/20/2024	\$ 275.02
28670	CHECK	702467	MOBILE MINI, INC	STORAGE CONTAINER RENTAL	12/20/2024	\$ 275.02
28670	CHECK	702467	MOBILE MINI, INC	STORAGE CONTAINER RENTAL	12/20/2024	\$ 275.02
28668	CHECK	702731	MOBILE MODULAR	OFFICE SPACE RENTAL, 12/12/24 TO 1/10/24	12/20/2024	\$ 880.60
28668	CHECK	702731	MOBILE MODULAR	OFFICE SPACE RENTAL, 12/9/24 TO 1/7/24	12/20/2024	\$ 3,782.72
28668	CHECK	702731	MOBILE MODULAR	HVAC PREV MAINT WASH COILS FILTER REPLACE	12/20/2024	\$ 180.00
28671	CHECK	702825	MOTION & FLOW CONTROL PRODUCTS, INC.	JIC CAP & PLUG KIT	12/20/2024	\$ 216.67
28672	CHECK	701720	NAUMANN HOBBS MATERIAL HANDLING CORPORATION II INC	COUPLING	12/20/2024	\$ 89.87
28674	CHECK	701020	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDICAL CORP	SERVICES PERFORMED	12/20/2024	\$ 361.86
28674	CHECK	701020	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDICAL CORP	SERVICES PERFORMED	12/20/2024	\$ 103.00
28673	CHECK	701254	O'REILLY AUTO PARTS	WASH BOTTLE	12/20/2024	\$ 47.28
2987	ACH	701318	PACIFIC METROLOGY	BACKFLOW GAGE	12/20/2024	\$ 356.00
28675	CHECK	701320	PACIFIC PIPELINE SUPPLY	HD 50 BITUMASTIC 1 GAL	12/20/2024	\$ 435.31
28675	CHECK	701320	PACIFIC PIPELINE SUPPLY	FLG X FLG DIP SPOOL CL/AC 6" X 72", BOLT NUT SET SS316 #150	12/20/2024	\$ 1,450.53
28675	CHECK	701320	PACIFIC PIPELINE SUPPLY	BRASS NIPPLE 2" X 4-1/2"	12/20/2024	\$ 355.58
28675	CHECK	701320	PACIFIC PIPELINE SUPPLY	FLG X FLG DIP SPOOL CL/AC 6" X 36", FLG X FLG DIP SPOOL CL/A	12/20/2024	\$ (1,182.69)
2988	ACH	701312	PARKHOUSE TIRE, INC.	285X70R17 HANKOOK I#, 285X70R17 COOPER ATI	12/20/2024	\$ 2,657.88
2988	ACH	701312	PARKHOUSE TIRE, INC.	255X70R17 HANKOOK EXTREME, 265X65R17 HANKOOK EXTREME	12/20/2024	\$ 5,863.43
28676	CHECK	701423	PERRAULT CORPORATION	CLASS II BASE, TRUCKING, ENVIRONMENTAL FEE	12/20/2024	\$ 1,188.44
2989	ACH	701296	PETERS PAVING & GRADING, INC	PAVING & GRADING - 1/9 SHARE OF WORK ON INDIAN HILL WAY	12/20/2024	\$ 878.00
28677	CHECK	701820	PETTY CASH - ADMINISTRATION	REPLENISH FUND	12/20/2024	\$ 419.97
2990	ACH	701310	POWER PLUS	GOPHER SKID PUMP TEMPORARY POWER RENTAL	12/20/2024	\$ 405.00
2991	ACH	701684	PRECISION MOBILE DETAILING	RMWD VEHICLE WASH	12/20/2024	\$ 437.39
2992	ACH	701348	PRINCIPAL LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JAN 2025	12/20/2024	\$ 7,774.80
2993	ACH	701338	QUALITY CHEVROLET	CANISTE, HOSE	12/20/2024	\$ 390.26
2993	ACH	701338	QUALITY CHEVROLET	SENSOR, CANISTE, HOSE	12/20/2024	\$ 727.24
28678	CHECK	701831	RAIN FOR RENT RIVERSIDE	DIFF OWED ON INV 2050821-PANEL CONTROL ELECTRONIC CONTROLS	12/20/2024	\$ 1,278.53
28679	CHECK	702160	RANCHO FORD LINCOLN MERCURY	SEPARATOR ASY	12/20/2024	\$ 535.05
28658	CHECK	702391	ROBCAR CORPORATION	1 FLAGGER/ 8 HR SHIFT - W LILAC & REDONDO DR	12/20/2024	\$ 974.00
28658	CHECK	702391	ROBCAR CORPORATION	1 FLAGGER/ 8 HR SHIFT - W LILAC & REDONDO DR	12/20/2024	\$ 844.00
28658	CHECK	702391	ROBCAR CORPORATION	SIGN ON BARRICADE, SIGN ON FLAGTREE-C/O WILD RD & REDONDO	12/20/2024	\$ 1,818.00
2994	ACH	701619	RT LAWRENCE CORPORATION	LOCKBOX PROCESSING FEES - NOV 2024	12/20/2024	\$ 600.00
28680	CHECK	701872	SAN DIEGO GAS & ELECTRIC	MONTHLY SERVICE #2100 0139 5111 8	12/20/2024	\$ 19,283.98
28680	CHECK	701872	SAN DIEGO GAS & ELECTRIC	MONTHLY SERVICE #2100 0139 2422 2	12/20/2024	\$ 25,217.13
28644	CHECK	703093	SHERMAN CONSULTING	SENATE BILL 553 WORKPLACE VIOLENCE PREVENTION TRAINING	12/20/2024	\$ 1,950.00
2995	ACH	701940	SONSRAY MACHINERY LLC.	GUARD, PAD RUBBER, KIT	12/20/2024	\$ 2,002.71

Transaction No	Type	Vendor	Name	Description	Issue Date	Amount
2995	ACH	701940	SONSRAY MACHINERY LLC.	FILTER AIR, FILTER FUEL, HYD FILTER, NUT	12/20/2024	\$ 324.00
28681	CHECK	701948	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT-L/S1 REPLACEMENT, 7/1/24-6/30/25	12/20/2024	\$ 881.00
28681	CHECK	701948	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE, 7/1/24-6/30/25	12/20/2024	\$ 3,945.00
28682	CHECK	701928	STERICYCLE, INC.	REGULAR SERVICES, 11/1/24-11/30/24	12/20/2024	\$ 107.12
28683	CHECK	701972	STREAMLINE	MONTHLY WEB MANAGEMENT FEE	12/20/2024	\$ 355.00
28684	CHECK	701986	SUPERIOR READY MIX	ASPHALT COLD MIX	12/20/2024	\$ 1,794.76
28685	CHECK	703132	SYLVANUS AISABONGHI	SETTLEMENT FOR DAMAGES DUE TO WATER LINE LEAK	12/20/2024	\$ 759.84
28686	CHECK	702022	T S INDUSTRIAL SUPPLY	6FT X 1-1/4IN HD DIGGING, RAZORBACK SHOVEL, PROOF COIL	12/20/2024	\$ 1,121.19
28686	CHECK	702022	T S INDUSTRIAL SUPPLY	WRIGHT 9076 1/2DR PENTAHE	12/20/2024	\$ 157.33
28686	CHECK	702022	T S INDUSTRIAL SUPPLY	YELLOW CAL-FIRE JACKETS	12/20/2024	\$ 2,243.19
28688	CHECK	702899	THE ALCHEMY GROUP INC	ACTIVITIES FROM 11/1/24-11/30/24	12/20/2024	\$ 10,000.00
28689	CHECK	701997	THE CENTRE FOR ORGANIZATION EFFECTIVENESS	SUPERVISORS ACADEMY - BNUNEZ	12/20/2024	\$ 949.00
28690	CHECK	702762	THE LLOYD PEST CONTROL, INC	MONTHLY PEST CONTROL	12/20/2024	\$ 32.00
28690	CHECK	702762	THE LLOYD PEST CONTROL, INC	MONTHLY PEST CONTROL	12/20/2024	\$ 124.00
28691	CHECK	703041	U.S. BANK EQUIPMENT FINANCE, a division of U.S. BANK NATIONAL ASSOCIATION	MONTHLY LEASE AGREEMENT	12/20/2024	\$ 2,526.08
28692	CHECK	702065	ULINE	STANDARD WHITE T-SHIRT RAGS - 50 LB BOX	12/20/2024	\$ 650.53
2996	ACH	702788	US BANK	TRUST DEPARTMENT - FEES, 10/1/24-10/31/24	12/20/2024	\$ 1,000.00
28693	CHECK	702063	UTILITY SYSTEMS SCIENCE & SOFTWARE, INC.	RENTAL OF HACH FLO-DAR PER MONTH, INSTALLATION	12/20/2024	\$ 2,700.00
2998	ACH	701621	VALLEY CONSTRUCTION MANAGEMENT	CM SERVICES PUMP STATIONS PROJECT	12/20/2024	\$ 9,990.00
2998	ACH	701621	VALLEY CONSTRUCTION MANAGEMENT	AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	12/20/2024	\$ 4,293.00
28694	CHECK	703072	VESTIS SERVICES, LLC	MONTHLY UNIFORMS/MATS & MISC	12/20/2024	\$ 455.09
28694	CHECK	703072	VESTIS SERVICES, LLC	MONTHLY UNIFORMS/MATS & MISC	12/20/2024	\$ 455.86
28695	CHECK	701755	WATERLINE TECHNOLOGIES INC.	HYPOCHLORITE SOLUTIONS, 1375 UNITS	12/20/2024	\$ 5,816.25
2999	ACH	702116	WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	LANDSCAPE MAINTENANCE	12/20/2024	\$ 532.51
28696	CHECK	700902	XYLEM INC	VALVE FLUSH	12/20/2024	\$ 5,932.47
28697	CHECK	701747	ZION BANCORPORATION, NATIONAL ASSOCIATION	INTEREST ON ACCT# 0000120031399002	12/20/2024	\$ 35,727.25
0002068715	EFT		WEX	WEX - ADMIN FEES (NOVEMBER 2024)	12/26/2024	\$ 85.00
036914	EFT		US BANK CREDIT CARD	US BANK CC - CENTRAL BILL (NOVEMBER STATEMENT)	12/31/2024	\$ 3,355.56
Net Distribution						\$ 5,498,266.16



**Director's Expense Report
Fiscal Year 2024-2025**

July 2024

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale		\$ -				\$ -	\$ -
Claude Hamilton		\$ -				\$ -	\$ -
Julie Johnson		\$ -				\$ -	\$ -
Michael Mack		\$ -				\$ -	\$ -
Patti Townsend-Smith		\$ -				\$ -	\$ -
Monthly Totals	0	\$ -	\$ -	\$ -	0	\$ -	\$ -

August 2024

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale	1	\$ 150.00	\$ 75.00			\$ -	\$ 225.00
Claude Hamilton	1	\$ 150.00				\$ -	\$ 150.00
Julie Johnson		\$ -	\$ 75.00			\$ -	\$ 75.00
Michael Mack	2	\$ 300.00				\$ -	\$ 300.00
Patti Townsend-Smith		\$ -				\$ -	\$ -
Monthly Totals	4	\$ 600.00	\$ 150.00	\$ -	0	\$ -	\$ 750.00

September 2024

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale	3	\$ 450.00		\$ 247.54		\$ -	\$ 697.54
Claude Hamilton	2	\$ 300.00	\$ (700.00)			\$ -	\$ (400.00)
Julie Johnson		\$ -	\$ 30.00	\$ 247.54		\$ -	\$ 277.54
Michael Mack	2	\$ 300.00	\$ 625.00	\$ 247.54		\$ -	\$ 1,172.54
Patti Townsend-Smith	1	\$ 150.00		\$ 247.54		\$ -	\$ 397.54
Monthly Totals	8	\$ 1,200.00	\$ (45.00)	\$ 990.16	0	\$ -	\$ 2,145.16

October 2024

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale	6	\$ 900.00	\$ 899.00	\$ 557.42		\$ -	\$ 2,356.42
Claude Hamilton	2	\$ 300.00				\$ -	\$ 300.00
Julie Johnson		\$ -	\$ 899.00	\$ 495.08	107	\$ 71.82	\$ 1,465.90
Michael Mack	6	\$ 900.00	\$ 899.00	\$ 553.45		\$ -	\$ 2,352.45
Patti Townsend-Smith	8	\$ 1,200.00	\$ 550.00	\$ 495.08		\$ -	\$ 2,245.08
Monthly Totals	22	\$ 3,300.00	\$ 3,247.00	\$ 2,101.03	107	\$ 71.82	\$ 8,719.85

November 2024

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale	4	\$ 600.00	\$ 60.00		90	\$ 59.97	\$ 719.97
Claude Hamilton	2	\$ 300.00				\$ -	\$ 300.00
Julie Johnson	9	\$ 1,350.00	\$ 60.00	\$ 69.85		\$ -	\$ 1,479.85
Michael Mack	2	\$ 300.00	\$ 60.00		156	\$ 104.52	\$ 464.52
Patti Townsend-Smith		\$ -	\$ (550.00)			\$ -	\$ (550.00)
Monthly Totals	17	\$ 2,550.00	\$ (370.00)	\$ 69.85	246	\$ 164.49	\$ 2,414.34

December 2024

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale	6	\$ 900.00			219	\$ 146.73	\$ 1,046.73
Claude Hamilton	2	\$ 300.00				\$ -	\$ 300.00
Julie Johnson	4	\$ 600.00			35	\$ 23.45	\$ 623.45
Michael Mack	7	\$ 1,050.00			236	\$ 158.12	\$ 1,208.12
Patti Townsend-Smith		\$ -				\$ -	\$ -
Monthly Totals	19	\$ 2,850.00	\$ -	\$ -	490	\$ 328.30	\$ 3,178.30

Fiscal Year 2024-2025 Total

Board Member	# Of Mtgs	Per Diem	Registration Fee	Travel Expense	Mileage Reimb		Total
					# Miles	Amount	
Cari Dale	20	\$ 3,000.00	\$ 1,034.00	\$ 804.96	309	\$ 206.70	\$ 5,045.66
Claude Hamilton	9	\$ 1,350.00	\$ (700.00)	\$ -	0	\$ -	\$ 650.00
Julie Johnson	13	\$ 1,950.00	\$ 1,064.00	\$ 812.47	142	\$ 95.27	\$ 3,921.74
Michael Mack	19	\$ 2,850.00	\$ 1,584.00	\$ 800.99	392	\$ 262.64	\$ 5,497.63
Patti Townsend-Smith	9	\$ 1,350.00	\$ -	\$ 742.62	0	\$ -	\$ 2,092.62
FY24-25 Total	70	\$ 10,500.00	\$ 2,982.00	\$ 3,161.04	843	\$ 564.60	\$ 17,207.64



Credit Card Transactions
Fiscal Year 2024-2025

December 2024 Charges

American Express Credit Card

Vendor Name	Description	Transaction Amount
AMAZON	KOLOR KUT 3 OUNCE WATER FINDING PASTE	51.68
PREPASS	GM VEHICLE PASS	17.65
NORTHGATE MARKET	EMPLOYEE SNACKS: FRUITS	40.39
GRAINGER	SEALANT, PAINT BRUSH, SPRAY PAINT	2,510.05
GRAINGER	GLOVES, WELDING, SAFETY GLASSES	2,379.55
GRAINGER	SCRATCH BRUSH, ANTI-SEIZE FOOD GRADE BRSHTP	1,323.89
GRAINGER	PIPE THREAD SEALANT	798.86
GRAINGER	WATER ACT FLOOD BARRIER	400.84
GRAINGER	FULL FACE RESPIRATOR	268.21
GRAINGER	WIRE WHEEL BRUSH	195.03
GRAINGER	FLOOD KIT	125.38
CULLIGAN	MONTHLYSUBSCRIPTION	97.66
AMAZON	RUNNING BOARD	203.65
AMAZON	LOCKOUT TAG	53.26
GFOA	MEMBERSHIP FEE	160.00
APA	MEMBERSHIP FEE	299.00
AMAZON	DESKTOP CALENDAR	64.56
RANCH MUFFLER TRUCK	SUSPENSION KIT, FOUR WHEEL ALIGNMENT	2,163.25
AMAZON	STREAMLIGHT AND POCKET KNIFE	667.69
AMAZON	LED HEADLAMP	129.24
PIZZA MAD MIKES	ADMN OFCR - MEAL	34.09
CASTELLIS	CONFERENCE MEALS	141.91
1-800-FLOWERS	SYMPATHY FLOWERS	154.05
FISHERMANS	CONFERENCE MEALS	329.48
MARRIOT	ADMN OFCR - MEAL	30.32
MAC CASINO SCHOOL	CASINO GAME TABLES	250.00
LINKEDIN	MONTHLY SUBSCRIPTION	390.00
CWEA	JOB POSTING	242.00
CWEA	JOB POSTING	118.00
LINKEDIN	JOB POSTING	169.99
1-800-FLOWERS	SYMPATHY FLOWERS	171.80

Vendor Name	Description	Transaction Amount
CWEA	SEMINAR/CONFERENCE	200.00
WHIP AROUND	JANITORIAL SUPPLIES	547.50
ZOHO	FORMS APP/SOFTWARE	40.25
FLOW TEST SUMMARY	FLOW TESTS	269.00
WASABI	BACKUP	106.96
AMAZON	WEB SERVICES	0.66
AMAZON	GE 50A 240V BOLT-ON CB	107.74
AMAZON	MULTI-POLE BREAKER WITH TOOL BOX	186.71
AMAZON	FAST ACTING FUSE	67.99
AMAZON	FAST ACTING FUSE	57.10
CORELOGIC	ADDRESS LOOKUP SERVICE	17.08
TWILIO	SMS SERVICE	23.59
MICROSOFT	CLOUD SOFTWARE	127.45
GOTOCONNECT	PHONE SERVICE	1,277.93
AMAZON	EVENT SUPPLIES	80.89
AMAZON	CHARGING CABLES	55.80
AMAZON	TIME DELAY FUSE	88.45
AMAZON	UNINTERRUPTABLE POWER SUPPLY	212.47
HEXNODE	MOBILE DEVICE MANAGEMENT	3,830.40
CORELOGIC	ADDRESS LOOKUP SERVICE	192.50
DIRECT TV	EOC TV SUBSCRIPTION	92.99
AMAZON	TELEPHONE ADAPTER	122.52
ZOOM	SUBSCRIPTION	143.94
STARLINK	SATELLITE INTERNET	120.00
TWILIO	SMS SERVICE	20.88
APPLE	SUBSCRIPTION	2.99
AMAZON	IPHONE CASES	38.77
AMAZON	WIRELESS MOUSE, KEYBOARD, WEBCAM	304.13
AMAZON	DOCKING STATION	61.83
RING	DOORBELL SUBSCRIPTON	9.99
VONS	FOOD FOR EVENT	27.04
Z SOUTH	DISTRICT TOUR LUNCH	71.03
SP VERNAL	SIT/STAND DESKS	3,616.08
COURTYARD BY MARRIOT	BOARD MEMBER LODGING	641.60
COURTYARD BY MARRIOT	BOARD MEMBER LODGING	399.69
MARRIOTT	CREDIT	(72.85)
MARRIOTT	CREDIT	(102.60)
ISTOCK PHOTO	SUBSCRIPTION	210.00
		27,179.98

Vendor Name	Description	Transaction Amount
US Bank CalCard Credit Card		
Vendor Name	Description	Transaction Amount
COSTCO	EMPLOYEE SNACKS - MISC	339.92
COSTCO	EMPLOYEE SNACKS - MISC	298.83
AMAZON	FUEL HOSE, CARBURETOR, FUEL GAS LINE	65.68
HARBOR FREIGHT	SHOP TOOLS AND SUPPLIES	309.30
CORTEZ	EMPLOYEE EVENT FOOD	475.00
CORTEZ	EMPLOYEE EVENT FOOD	60.00
CORTEZ	EMPLOYEE EVENT FOOD	60.00
		1,608.73
US Bank Visa Credit Card		
Vendor Name	Description	Transaction Amount
CVS	BEVERAGES FOR CREW	19.41
ALBERTSONS	BEVERAGES FOR CREW	17.22
IN-N-OUT	AFTER HOURS MEALS FOR CREW	79.50
CORTES	BREAKFAST PROVIDED FOR MEETING	57.57
LA PERLA	AFTER HOURS MEALS FOR CREW	160.55
COSTCO	EMPLOYEE EVENT FOOD	83.71
ACE PARKING	GM VEHICLE PARKING FEE	21.00
HARBOR FREIGHT	SHOP TOOLS AND SUPPLIES	592.62
FALLBROOK SMOG	VEHICLE SMOG TESTS	141.36
		1,172.94
TOTAL CHARGES		29,961.65

Rainbow Municipal Water District
Property spreadsheet

APN	Description of Use	Acreage
1023000800	North Reservoir	4.8
1023001100	U-1 Pump Station	0.14
1023005000	Rainbow Creek Crossing near North Reservoir	0.89
1023005300	Connection 9	0.01
1024300900	Pump Station across PS1 (not in use)	0.12
1025702000	U-1 Tanks	1.08
1026305400	Pump Station #1	0.33
1026602000	Booster Pump Station #4	0.03
1027001600	Pump Station #3	0.67
1071702800	Connection 7	1.60
1071702900	Pala Mesa Tank	10.35
1080206900	Northside Reservoir	9.23
1082210600	Beck Reservoir	27.25
1082210900	Near Beck Reservoir	4.82
1082211000	Near Beck Reservoir	6.23
1082211800	Near Beck Reservoir - Excess Property (not in use)	4.68
1084210600	Rice Canyon Tank	1.00
1084410300	Canonita Tank	2.41
1091410700	Gomez Creek Tank	1.00
1092310900	Rainbow Heights Tank	0.35
1092330300	Rainbow Heights Tank	0.99
1092341000	Rainbow Heights Concrete Tank - used for SCADA	1.74
1093101800	Vallecitos Tank	0.55
1093822800	Magee Tank	1.03
1093912400	Magee Pump Station	0.3
1100721000	Huntley Road Pump Station	0.52
1102203700	Huntley Chlorination Station (not in use)	0.2
1212011000	Morro Tank	0.31
1212011100	Morro Tank	4.85
1212011200	Morro Reservoir	13.01
1213300900	Morro Reservoir	6.79
1250703200	Sumac Reservoir (Not in Use)	1.72
1250902600	Headquarters	7.38
1250903400	Headquarters	4.43
1250903500	Headquarters	3.40
1250903800	Headquarters	17.03
1251002100	Rancho Viejo Lift Station #5	0.05
1252311800	Hutton Tank	1.39
1252312600	Hutton Tank	0.89
1260803100	Via de los Cepillos Easement	0.47
1261708700	Lift Station #2	0.08
1261708900	Lift Station #2	0.12
1263004200	Lift Station #1	0.01
1270710500	Bonsall Reservoir (Not in Use)	6.19
1270710600	Connection 6	0.28
1271512300	Turner Tank	15.12
1721404300	Gopher Canyon Tank	1.84
	<i>Total</i>	167.68



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: February 25, 2025
RE: Attorney Report: Employment Law Update
501668-0002

I. INTRODUCTION.

This attorney report provides an employment law update on Assembly Bill 2561. This bill adds section 3502.3 to the California Government Code requiring public agencies, including water districts, to hold yearly public hearings on specified topics relating to recruitment, retention and vacancy rates. The author's stated purpose of the bill was "to address the critical issue of high vacancy rates within local public agencies in California."

II. BACKGROUND.

The Meyers-Milias-Brown Act (the "Act") authorizes local public employees to form, join, and participate in the activities of employee organizations of their choosing for representation on matters of labor relations. The Act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action. To address ongoing job vacancy issues in local government throughout the state, AB 2561 makes various changes to the Act regarding efforts to curb the Legislature's perceived statewide job vacancy problem.

III. SCOPE OF AB 2561

AB 2561 is broad in scope applying to a broad range of public agencies, including water districts. The legislation defines "public agencies" to include:

"Every governmental subdivision, every district, every public and quasi-public corporation, every public agency and public service corporation and every town, city, county, city and county and municipal corporation, whether incorporated or not and whether chartered or not. As used in this chapter, 'public agency' does not mean a school district or a county board of education or a county superintendent of schools."

AB 2561 also broadly applies to public agencies, including those with non-unionized employee organizations. AB 2561 defines ‘employee organization’ to include either of the following:

- “1. Any organization that includes employees of a public agency and that has as one of its primary purposes representing those employees in their relations with that public agency.
2. Any organization that seeks to represent employees of a public agency in their relations with that public agency.”

III. AB 2561 AND NEW GOVERNMENT CODE SECTION 3502.3

A. Changes to Public Meetings

AB 2561 requires public agencies to present the status of their vacancies, recruitment and retention efforts in a public hearing before their governing body at least once per fiscal year. The presentation must be made before the adoption of a final budget for the fiscal year. During this presentation, public agencies are required to identify any changes to policies, procedures, or recruitment activities that may lead to obstacles in the hiring process.

AB 2651 also allows employee organizations to make a presentation during the public hearing where recruitment, retention and vacancy rates are discussed. AB 2561 does not define, or establish parameters for, the nature of the presentations to be made at the public meeting. Nor does AB 2561 define the amount of notice that must be provided to employee organizations.

B. Special Requirements for Significant Vacancies

In addition to the general requirement of an annual presentation on job vacancies, the new law places specific requirements on public agencies if vacancies in a particular employee organization meet or exceed 20 percent of the total number of authorized full-time positions within that single bargaining unit. In such a case, public agencies shall, upon request of the recognized employee organization, include all of the following information during the public hearing at which the presentation on job vacancies is conducted:

1. The total number of job vacancies within the employee organization;

2. The total number of applicants for vacant positions within the employee organization;
3. The average number of days to complete the hiring process from when a position is posted; and
4. Opportunities to improve compensation and other working conditions.

C. California Public Records Act and Brown Act Implications

AB 2561 also includes a legislative finding and declaration that the new law “furthers the purposes” of the California Constitution, Article I, section 3, subdivision (b)(7), which is the constitutional requirement that public agencies meet the requirements of the California Public Records Act and the Ralph M. Brown Act. Accordingly, most public agency documents regarding job vacancies will likely be considered public records, and presentations on that topic are intended to be covered by the Brown Act’s open meeting requirements.

IV. CONCLUSION.

AB 2651 imposes new procedural requirements on water districts and other public agencies across the state. Effective January 1, 2025, AB 2651 requires local agencies to present the status of vacancies, recruitment, and retention efforts during a public hearing at least once per fiscal year.

AB 2561 was one of a number of bills considered by the State Legislature in 2024 in connection with vacancy rate concerns, which also included Assembly Bill 2557 and Assembly Bill 2489. In response to significant opposition, including by CSDA and a coalition of local agency organizations, AB 2557 and AB 2489 were defeated during the legislative process. AB 2561 passed the Legislature; however, the scope of the legislation was amended. Notably, the chaptered version of AB 2651 removed the meet and confer requirement, which in addition to the requirements discussed above, would have also required water districts to “meet and confer” with employee organizations on recruitment, retention and vacancy efforts taken by the agency.

AES