

REGULAR MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

5:30PM Closed Session
6:00 PM Regular Board Meeting
Wednesday, June 14, 2023
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560

Agenda

CALL TO ORDER Time: _____

ROLL CALL

Director Greg Washington Via Teleconference
Director Alfred Wallis
Director Rick Webb
Vice President Ben Stewart
President Byron Glennan

General Manager (GM) Kim Domingo
Director of Public Works John Houghton
Director of Administration Sherri Timm
Legal Counsel, John Komar, Esq.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA Motion: _____ 2nd: _____

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District's jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

CLOSED SESSION Time: _____

Motion _____ 2nd _____

**CS 1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2)
One Potential Case.**

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

Time Out of Closed Session: _____

Motion _____ 2nd _____

_____ No Reportable Action _____ Reportable Action by: _____

6:00 P.M. OPEN SESSION Time: _____

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

CONSENT CALENDAR

CC 1 Receive Check/Voucher Register dated May 16, 2023 through June 5, 2023, Payroll (Direct Deposit) dated May 24, 2023, Payroll (Checks) dated May 24, 2023.

Motion: _____ 2nd: _____

MINUTES

M 1. Approve May 23, 2023 Policy Committee Meeting Minutes

M 2. Approve May 24, 2023 Sewer Committee Meeting Minutes

M 3. Approve May 24, 2023 Regular Board Meeting Minutes

Motion: _____ 2nd: _____

New Business

NB 1. Adopt Resolution No. 2023-5 Commending Stephen Allen Perez for His Service to the District.

Motion: _____ 2nd: _____

NB 2. Approve Master Services Agreement with GEI and Approve Task 2023-01 with GEI for FEMA Grant Application Services. (GM Domingo, presenter)

Motion: _____ 2nd: _____

NB 3. Adopt Resolution No.2023-11 Placing in Nomination Byron Glennan as a Member of the Association of California Water Agencies Region 7.
(Sherri Timm, presenter)

Motion: _____ 2nd: _____

PRESENTATIONS

PR 1. Water Reclamation Plant Project Update.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

GENERAL COUNSEL UPDATE

John Komar, Esq

GENERAL MANAGER UPDATE

Kim Domingo

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm

PUBLIC WORKS UPDATE

John Houghton

ADJOURNMENT Time: _____ Motion: _____ 2nd: _____

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35th Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

STAFF REPORT

Rosamond Community Services District

DATE: June 14, 2023
TO: Board of Directors
FROM: Brad Rockabrand, CPA
Prepared by: Julie Lopez-Olmos, Senior Accounting Clerk
SUBJECT: Review of the check/voucher register dated May 16, 2023 through June 5, 2023 | Payroll (Direct Deposit) dated May 24, 2023 | Payroll (Check) dated May 24, 2023

RECOMMENDATION:

By motion, receive and file.

EXECUTIVE SUMMARY:

The District's check/voucher register includes all disbursement transactions, actual checks as well as electronic, for the periods referenced above. Total disbursements were \$696,054.90 as follows:

Checks issued to vendors	\$639,576.66
Payroll direct deposit and check	<u>56,478.24</u>
Total	\$696,054.90

Significant disbursements included the following payments:

- \$11,767.35 was paid to Eagle Pump Services, Inc. on May 16, 2023 for VFD for headworks no. 2
- \$220,500.00 was paid to First Foundation Bank on May 16, 2023 for loan interest
- \$13,220.00 was paid to Northern Digital Inc. on May 16, 2023 for T&M support
- \$155,992.00 was paid to Pacific Premier Bank on May 16, 2023 for the WWTP Rehab Project loan payment
- \$13,108.91 was paid to Southern California Edison on May 16, 2023 for well 9 electricity usage
- \$38,283.20 was paid to ACWA/JPIA on May 24, 2023 for employee insurance

- \$14,361.06 was remitted to CalPERS on May 24, 2023 for required contributions
 - \$9,851.01 (Employer portion)
 - \$4,510.05 (Employee portion)
- \$5,004.85 was remitted to the Employment Development Department on May 24, 2023
 - \$.00 (Employer portion)
 - \$5,004.85 (Employee portion)
- \$10,364.50 was paid to GEI Consultants, Inc. on May 24, 2023 for Grant Acquisition Support and Regional Arsenic Compliance through April 29, 2023
- \$24,524.33 was remitted to the Internal Revenue Service on May 24, 2023
 - \$ 6,920.87 (Employer portion)
 - \$17,603.46 (Employee portion)
- \$14,943.90 was paid to Quad Knopf, Inc. on May 24, 2023 for the preparations of 56 pipeline easements for arsenic mitigation
- \$14,771.99 was paid to Southern California Edison on May 24, 2023 for sewer electricity usage

DISCUSSION/ANALYSIS:

The check/voucher register dated May 16, 2023 through June 5, 2023 includes check numbers 62934 through 63016 (Attachment 1)

Payroll (Direct Deposit) number 26039 (overflow), 26040 through 26059, 26060 (overflow), 26061 through 26063 were issued on May 24, 2023 in the amount of \$54,321.77. Payroll (Check) 26064 was issued on May 24, 2023 in the amount of \$2,156.47 (Attachment 2)

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL IMPACT:

Not applicable

PRIOR BOARD REVIEW:

Not applicable

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

Not applicable

NOTIFICATION:

Not applicable

ATTACHMENTS:

Attachment 1 – Check/voucher register dated May 16, 2023 through June 5, 2023

Attachment 2 – Payroll (Direct Deposit) dated May 24, 2023 and Payroll (Check) dated May 24, 2023

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 5/16/2023 Through 6/5/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
5/16/2023	62934	ANTELOPE VALLEY WATERMASTER	ACTUAL PRODUCTION IN EXCESS OF PRODUCTION RIGHT	3,397.20	3,397.20
5/16/2023	62935	AT&T TELECONFERENCE SERVICES	TELECONFERENCE	113.62	113.62
5/16/2023	62936	AUTOZONE	2 QTY 10W-30 MOTOR OIL	15.57	15.57
5/16/2023	62937	CUSI	CUSTOMER WEB PORTAL SERVICE 07/31/23 - 07/31/24	2,000.00	2,000.00
5/16/2023	62938	EAGLE PUMP SERVICES, INC.	VFD FOR HEADWORKS NO. 2	11,767.35	11,767.35
5/16/2023	62939	FAMCON PIPE & SUPPLY INC.	20 QTY 1" INSTATTITE	586.63	1,078.91
5/16/2023		FAMCON PIPE & SUPPLY INC.	SUPPLIES	492.28	1,078.91
5/16/2023	62940	FIRST FOUNDATION BANK	LOAN INTEREST	220,500.00	220,500.00
5/16/2023	62941	GLENNAN, BYRON	MILEAGE REIMBURSEMENT: TO/FROM ACWA CONF	389.07	389.07
5/16/2023	62942	HAMNER JEWELL ASSOCIATES	UNDERGROUND WATER PIPELINE	7,899.66	7,899.66
5/16/2023	62943	JACK HENRY AND ASSOCIATES	BILLING ON BEHALF OF CUSI	62.75	62.75
5/16/2023	62944	KARL'S HARDWARE	GRAFFITI 100318	14.79	2,356.70
5/16/2023		KARL'S HARDWARE	MAINTENANCE 100315	1,590.97	2,356.70
5/16/2023		KARL'S HARDWARE	SEWER 100316	680.91	2,356.70
5/16/2023		KARL'S HARDWARE	WATER 100317	70.03	2,356.70
5/16/2023	62945	KENNEDY/JENKS CONSULTANTS	RCSO-2020 UWMMP	3,766.25	3,766.25
5/16/2023	62946	NBS	LLAD NO. 2 ADMINISTRATION SERVICES: 04/01/2023 - 06/30/2023	6,730.30	9,350.28
5/16/2023		NBS	SPECIAL DISTRICT ADMINISTRATION SERVICES: 04/01/23-06/30/23	2,619.98	9,350.28
5/16/2023	62947	NORTHERN DIGITAL INC.	T&M SUPPORT	13,220.00	13,220.00
5/16/2023	62948	PACIFIC PREMIER BANK	WWTP REHAB PROJECT LOAN PAYMENT	155,992.00	155,992.00
5/16/2023	62949	POPICHAK ENVIRONMENTAL	WWTP REHABILITATION APR 2023	1,200.00	1,200.00
5/16/2023	62950	SOUTHERN CALIF. EDISON	5702 GASKELL RD WELL 9	13,108.91	13,108.91
5/16/2023	62951	SOUTHERN CALIF. EDISON	ST. LIGHTS & LLAD	9,161.52	9,161.52
5/16/2023	62952	THE TIRE STORE	TRACTOR TIRE	223.36	223.36
5/24/2023	62953	ABILA	MIP FA MAINTENANCE & SUPPORT PLAN	6,263.27	6,263.27
5/24/2023	62954	ACWA/JPIA	EMPLOYEE INSURANCE	38,283.20	38,283.20
5/24/2023	62955	AFLAC INSURANCE	SUPPLEMENTAL EMPLOYEE INSURANCE	791.98	791.98
5/24/2023	62956	AFSCME LOCAL 1902	UNION DUES	1,055.15	1,055.15
5/24/2023	62957	AT&T MOBILITY	CELL PHONES, IPAD INTERNET CHARGES & TRACKERS	1,911.62	1,911.62
5/24/2023	62958	AUTOZONE	BRAKE PADS, OIL & AIR FILTERS, DIESEL EXHAUST FLUID, ETC.	171.81	171.81
5/24/2023	62959	BOHNS PRINTING	1000 QTY DOOR HANGERS	369.34	369.34
5/24/2023	62960	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PAYROLL REMITTANCE	14,361.06	14,361.06
5/24/2023	62961	CALPERS SUPPLEMENTAL INCOME 457 PLAN	PERS 457	4,567.07	4,567.07
5/24/2023	62962	CA STATE DISBURSEMENT UNIT	WITHHOLDING ORDER	424.60	424.60
5/24/2023	62963	CUSI	ACH/ECK VALDATTION	62.50	62.50
5/24/2023	62964	DIGITECH	875 PATTERSON RD: SECURITY MONITORING	31.99	131.97
5/24/2023		DIGITECH	MAIN BLD: SECURITY MONITORING	31.99	131.97
5/24/2023		DIGITECH	OPER. BLD: SECURITY MONITORING	31.99	131.97
5/24/2023		DIGITECH	WWO: SECURITY MONITORING	36.00	131.97
5/24/2023	62965	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE DISABILITY INSURANCE	814.23	5,004.85
5/24/2023		EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE INCOME TAX	4,190.62	5,004.85
5/24/2023	62966	GEI CONSULTANTS, INC.	GRANT ACQUISITION SUPPORT	8,208.00	10,364.50
5/24/2023		GEI CONSULTANTS, INC.	REGIONAL ARSENIC COMPLIANCE PR 04/01/2023 - 04/29/2023	2,156.50	10,364.50

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 5/16/2023 Through 6/5/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
5/24/2023	62967	HYDROPRO SOLUTIONS LLC.	3" OCTAVE METER, NICOR V4 & 3GXTR	2,269.86	2,269.86
5/24/2023	62968	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	10,682.59	24,524.33
5/24/2023		INTERNAL REVENUE SERVICE	MEDICARE	2,623.62	24,524.33
5/24/2023		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	11,218.12	24,524.33
5/24/2023	62969	IVR TECHNOLOGY GROUP	NEW CUSTOMER SET UP, PLATFORM, REGULATORY RECOVER & VOICE FEE	352.54	1,623.67
5/24/2023		IVR TECHNOLOGY GROUP	IVR FEES	52.50	1,623.67
5/24/2023		IVR TECHNOLOGY GROUP	IVR FEES	54.53	1,623.67
5/24/2023		IVR TECHNOLOGY GROUP	IVR FEES	321.96	1,623.67
5/24/2023		IVR TECHNOLOGY GROUP	IVR FEES	273.51	1,623.67
5/24/2023		IVR TECHNOLOGY GROUP	IVR FEES	257.42	1,623.67
5/24/2023		IVR TECHNOLOGY GROUP	IVR FEES	311.21	1,623.67
5/24/2023	62970	KENNEDY/JENKS CONSULTANTS	PLAN CHECK SERVICES THROUGH 04/28/2023	1,845.00	1,845.00
5/24/2023	62971	NAPA AUTO PARTS/AV AUTO PARTS INC.	HYDRAULIC FILTER	128.99	128.99
5/24/2023	62972	OPENGOV, INC.	ENTERPRISE ASSET MANAGEMENT SENS 06/01/23 - 05/31/24	3,620.33	3,620.33
5/24/2023	62973	QUAD KNOPE, INC.	PREPARE 56 PIPELINE EASEMENTS FOR ARSENIC MITIGATION	14,943.90	14,943.90
5/24/2023	62974	QUINN RENTAL SERVICES	REACHLIFT RENTAL	5,423.90	5,423.90
5/24/2023	62975	ROSAMOND CHAMBER OF COMMERCE	SEPTFEST SPONSORSHIP DONATION	500.00	500.00
5/24/2023	62976	SOUTHERN CALIF. EDISON	SEWER	14,771.99	14,771.99
5/24/2023	62977	SOUTHERN CALIF. EDISON	3179 35TH ST W	488.01	488.01
5/24/2023	62978	STATE WATER RESOURCES CONTROL BOARD	RETURN OF UNUSED SEWER FUNDS	1,237.23	1,237.23
5/24/2023	62979	THE GAS COMPANY	UNIT A	21.74	183.82
5/24/2023		THE GAS COMPANY	UNIT B	162.08	183.82
5/24/2023	62980	THE GAS COMPANY	875 PATTERSON RD	15.29	15.29
5/24/2023	62981	THE GAS COMPANY	2700 20TH ST W	16.91	16.91
6/1/2023	62982	3D IMAGING SYSTEMS	COPIER MAINTENANCE AGREEMENTS & OVERAGES	271.98	271.98
6/1/2023	62983	CASSEL, GENE	CUSTOMER REFUND	200.00	200.00
6/1/2023	62984	CASAS BONITAS LP	CUSTOMER REFUND	194.68	194.68
6/1/2023	62985	INSPIRE VETERINARY PARTNERS, INC	CUSTOMER REFUND	19.95	19.95
6/1/2023	62986	DE LA CRUZ, JULIO	CUSTOMER REFUND	200.00	200.00
6/1/2023	62987	GARTH, TANISHA	CUSTOMER REFUND	13.76	13.76
6/1/2023	62988	HALL, MALCOM	CUSTOMER REFUND	200.00	200.00
6/1/2023	62989	HELTON, BRANDI	CUSTOMER REFUND	88.81	88.81
6/1/2023	62990	LANG, CANDACE	CUSTOMER REFUND	200.00	200.00
6/1/2023	62991	RAYFORD, TERRANCE	CUSTOMER REFUND	184.44	184.44
6/1/2023	62992	ROSAMOND TRUSS	CUSTOMER REFUND	162.00	162.00
6/1/2023	62993	WATSON, DAVID	CUSTOMER REFUND	153.58	153.58
6/1/2023	62994	WILLIS JR., EDWARD	CUSTOMER REFUND	38.18	38.18
6/1/2023	62995	FAMILY FAITH CENTER	WATER BASE FEES CHARGED ON TAX BILL	199.13	199.13
6/1/2023	62996	ROSAMOND 94, LP	CUSTOMER REFUND	12.90	762.18
6/1/2023		ROSAMOND 94, LP	CUSTOMER REFUND	167.88	762.18
6/1/2023		ROSAMOND 94, LP	CUSTOMER REFUND	9.74	762.18
6/1/2023		ROSAMOND 94, LP	CUSTOMER REFUND	186.84	762.18
6/1/2023		ROSAMOND 94, LP	CUSTOMER REFUND	6.58	762.18
6/1/2023		ROSAMOND 94, LP	CUSTOMER REFUND	187.98	762.18

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 5/16/2023 Through 6/5/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
6/1/2023	62997	ROSAMOND 94, LP	CUSTOMER REFUND	190.26	762.18
6/1/2023		A-1 KLEAN RITE	PW BLD: JANITORIAL CLEANING	1,520.00	4,275.00
6/1/2023		A-1 KLEAN RITE	JANITORIAL CLEANING	1,520.00	4,275.00
6/1/2023		A-1 KLEAN RITE	RWW: JANITORIAL CLEANING	1,235.00	4,275.00
6/1/2023	62998	ANTELECOM, INC.	ADMIN OFFICE: 4G WIRELESS	75.00	150.00
6/1/2023		ANTELECOM, INC.	ADMIN OFFICE: 4G WIRELESS	75.00	150.00
6/1/2023	62999	AUTOZONE	TRI-BALL	82.26	265.46
6/1/2023		AUTOZONE	DURALAST PLATINUM BATTERY	183.20	265.46
6/1/2023	63000	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	1,274.54	1,561.54
6/1/2023		BABCOCK LABORATORIES, INC.	SYSTEM TESTS	287.00	1,561.54
6/1/2023	63001	CONTRABAND CONTROL SPECIALISTS, INC.	D&A FIELD COLLECTION SERVICE	431.24	431.24
6/1/2023	63002	HYDROPRO SOLUTIONS LLC.	5 QTY 1" METER & 5 QTY 1" REGISTER	1,921.24	1,921.24
6/1/2023	63003	KENNEDY/JENKS CONSULTANTS	ELECTRONIC O&M & OPS SUPPORT THROUGH 04/28/2023	1,127.50	1,127.50
6/1/2023	63004	KIMBALL MIDWEST	STOCK SUPPLIES	1,053.28	1,053.28
6/1/2023	63005	MILES CHEMICAL COMPANY	150 GAL SODIUM HYPOCHLORITE & 400 GAL SODIUM HYPOCHLORITE	3,677.64	3,677.64
6/1/2023	63006	NAPA AUTO PARTS/AV AUTO PARTS INC.	HYDRAULIC PUMP	825.00	1,008.96
6/1/2023		NAPA AUTO PARTS/AV AUTO PARTS INC.	HYDRAULIC OIL	183.96	1,008.96
6/1/2023	63007	OFFICE DEPOT BUSINESS SOLUTIONS LLC	PENS, WRITING PADS, 951 INK, NOTEBOOK, ETC.	140.73	140.73
6/1/2023	63008	P & J ELECTRIC, INC.	SERVICE CALL & REPAIRS	1,577.03	1,577.03
6/1/2023	63009	ROSAMOND NEWS	DISPLAY AD: GRADUATION SPECIAL 2023	500.00	500.00
6/1/2023	63010	ROSAMOND CSD	2700 20TH ST	158.11	158.11
6/1/2023	63011	ROSAMOND CSD	3179 35TH ST W	3,096.15	3,096.15
6/1/2023	63012	ROSAMOND CSD	WWTP (PHYDRO)	336.26	537.42
6/1/2023	63013	ROSAMOND CSD	SEWER PLANT B POND	201.16	537.42
6/1/2023	63014	SOUTHERN CALIF. EDISON	TANK # 4	806.60	806.60
6/1/2023	63015	USA BLUEBOOK	962 10TH ST W	2,677.80	2,677.80
6/1/2023	63016	ALFRED WALLIS	2 QTY DISCHARGE VALVE ASSEMBLY & 2 QTY INJECTION CHECK VALVE	392.34	392.34
			MILEAGE REIMBURSEMENT: TO/FROM ACWA CONF	370.63	370.63

Report Total

639,576.66

Rosamond Community Services District

Summary Check/Transaction Register

From 5/24/2023 Through 5/24/2023

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
5/24/2023	26039		0.00
5/24/2023	26040	Check	3,292.80
5/24/2023	26041	Check	1,767.75
5/24/2023	26042	Check	3,073.26
5/24/2023	26043	Check	4,241.84
5/24/2023	26044	Check	1,914.41
5/24/2023	26045	Check	1,013.53
5/24/2023	26046	Check	1,619.08
5/24/2023	26047	Check	1,481.24
5/24/2023	26048	Check	2,100.31
5/24/2023	26049	Check	3,298.44
5/24/2023	26050	Check	1,736.26
5/24/2023	26051	Check	1,999.26
5/24/2023	26052	Check	2,074.92
5/24/2023	26053	Check	4,236.86
5/24/2023	26054	Check	2,643.76
5/24/2023	26055	Check	1,561.53
5/24/2023	26056	Check	1,333.54
5/24/2023	26057	Check	2,735.71
5/24/2023	26058	Check	1,809.72
5/24/2023	26059	Check	2,246.50
5/24/2023	26060		0.00
5/24/2023	26061	Check	2,862.72
5/24/2023	26062	Check	2,345.84
5/24/2023	26063	Check	2,932.49
5/24/2023	26064	Check	<u>2,156.47</u>
Report Total			<u><u>56,478.24</u></u>

PAYROLL 05/24/2023

Document Date	Document Number	Amount
5/24/2023	26039	0.00
5/24/2023	26040	3,292.80
5/24/2023	26041	1,767.75
5/24/2023	26042	3,073.26
5/24/2023	26043	4,241.84
5/24/2023	26044	1,914.41
5/24/2023	26045	1,013.53
5/24/2023	26046	1,619.08
5/24/2023	26047	1,481.24
5/24/2023	26048	2,100.31
5/24/2023	26049	3,298.44
5/24/2023	26050	1,736.26
5/24/2023	26051	1,999.26
5/24/2023	26052	2,074.92
5/24/2023	26053	4,236.86
5/24/2023	26054	2,643.76
5/24/2023	26055	1,561.53
5/24/2023	26056	1,333.54
5/24/2023	26057	2,735.71
5/24/2023	26058	1,809.72
5/24/2023	26059	2,246.50
5/24/2023	26060	0.00
5/24/2023	26061	2,862.72
5/24/2023	26062	2,345.84
5/24/2023	26063	<u>2,932.49</u>
Total Direct Deposit		54,321.77
5/24/2023	26064	<u>2,156.47</u>
Total Checks Issued		2,156.47
Total		<u>56,478.24</u>

**POLICY COMMITTEE MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

4:30 PM Policy Committee Meeting
Tuesday May 23, 2023
District Conference Room
3179 35th Street West
Rosamond, CA 93560

Teleconference #
1-877-411-9748
Access Code: 5150560
Teleconference Address:
22755 SW 66TH St.
Boca Raton, FL 33428

Minutes

CALL TO ORDER

The meeting was called to order by Vice President Stewart at 4:30 PM

ROLL CALL

Vice President Ben Stewart Present
Director Greg Washington Via Teleconference

General Manager Kim Domingo Present
Board Secretary/Dir. of Administration Sherri Timm Present

PUBLIC COMMENTS

(At this time, any person may address the Committee on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Committee meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Committee on any agenda matter at the time that matter is discussed, prior to Committee consideration and action. Speakers are requested to limit comments to five (5) minutes.

Guests in attendance via teleconference were Patrick Kealy, Pamela Sater and Richard Walker.

DISCUSSION

D 1. Discussion of Policy Accommodating Accessory Dwelling Units under CGC 65852.150 and Resultant Fees under CGC 65852.2

General Manager Kim Domingo presented background information and provided a timeline regarding a conditional will serve letter the District previously issued to the developer, on June 5, 2017 for tract 7362 for the creation of 176 dwelling units constructed as duplexes within the lots created by the map. The parcels were previously a mobile home park. The developer did not take further action with the District at that time.

Various updates to the conditional will serve letter were requested and granted by the District with no further action taken by the developer.

On April 24, 2023 an updated will serve letter was requested by the developer. In this case the developer indicated the intent to create 176 units, but they will consist of single family dwellings (SFD) and accessory dwelling units (ADUs).

The developer is now seeking an unconditional will serve letter in order to record the final map before their conditions expire.

Given the recent passage of the legislation regarding ADUs, the District has not been faced with an application for the service for an ADU. Consequently, the District's policies do not analyze impacts that would affect the ratepayers, nor do they identify the procedures upon which the ADU is provided a will serve commitment.

GM Domingo recommends this item to be considered by the committee to outline a policy that will comply with the intent of the legislation and consider impact and cost to the District's rate payers. The policy must then be taken to the Board of Directors for approval. The tentative target date to have a District policy developed is June 28, 2023.

ADJOURNMENT

A motion to adjourn the meeting at 5:05 PM was made by Director Washington and seconded by Director Stewart.

Requirements Regarding Disabled Access: In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-5808, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560. Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at [3179 35th Street West, Rosamond, CA 93560](#). In addition, any such writing may also be posted on the District's web site.

SEWER COMMITTEE MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

4:30 PM Sewer Committee Meeting
Wednesday May 24th, 2023
District Conference Room
3179 35th Street West
Rosamond, CA 93560

Teleconference #
1-877-411-9748
Access Code: 5150560

Minutes

CALL TO ORDER

The meeting was called to order at 4:30 PM by Director Rick Webb.

ROLL CALL

Director Rick Webb Present
Vice President Ben Stewart Present

General Manager Kim Domingo Present
Board Secretary/Dir. of Administration Sherri Timm Present
John Houghton Director of Public Works Absent

PUBLIC COMMENTS

(At this time, any person may address the Committee on any subject within the District's jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Committee meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Committee on any agenda matter at the time that matter is discussed, prior to Committee consideration and action. Speakers are requested to limit comments to five (5) minutes.

None.

DISCUSSION

D 1. Sewer System Management Plan Report by Fischer Compliance.
(Presenter Kim Domingo)

General Manager Kim Domingo presented the Executive Summary of the Sewer System Management Plan Audit that was completed by Fischer Compliance. Areas that need improvement were discussed as well as the need for best practices to be implemented.

D 2. Discussion of Water Conservation Fee Purpose.
(Presenter GM Kim Domingo)

GM Domingo stated the Water Conservation fee was set up in 2006 for the purpose of funding improvements at the Water Reclamation Plant. This is our policy. Funds cannot be used for the original purpose of reclaimed water usage. Funds must be used for the purpose of what the fees were collected for, since these are restricted funds. GM Domingo will do further research to find out what the District's options are.

ADJOURNMENT

A motion to adjourn the meeting at 4:51 PM was made by Vice President Stewart and seconded by Director Webb.

Requirements Regarding Disabled Access: In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-5808, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560. Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at [3179 35th Street West, Rosamond, CA 93560](#). In addition, any such writing may also be posted on the District's web site.

Respectfully

submitted:

RCSD Board of Directors

Board Secretary

REGULAR MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT

5:30PM Closed Session
6:00 PM Regular Board Meeting
Wednesday, May 24, 2023
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560
Teleconference Address:
22755 SW 66TH St.
Boca Raton, FL 33428

Minutes

CALL TO ORDER

The meeting was called to order by President Byron Glennan at 5:30 PM.

ROLL CALL

Director Greg Washington	Via Teleconference
Director Alfred Wallis	Present
Director Rick Webb	Present
Vice President Ben Stewart	Present
President Byron Glennan	Present

General Manager (GM) Kim Domingo	Present
Director of Public Works John Houghton	Absent
Director of Administration Sherri Timm	Present
Legal Counsel, John Komar, Esq.	Present

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Vice President (VP) Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

None.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

None.

CLOSED SESSION

A motion to go into Closed Session at 5:32 PM was made by VP Stewart and seconded by Director Washington.

Motion passed 5/0 all ayes.

**CS 1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2)
One Potential Case.**

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

A motion to come out of Closed Session at 5:47 PM was made by Director Wallis and seconded by VP Stewart.

Motion passed 5/0 all ayes.

No Reportable Action Reportable Action by: _____

6:00 P.M. OPEN SESSION

Public session opened at 6:00 PM.

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

President Glennan spoke as a member of the public.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

John Joyce- Rosamond News
Darrylane Zarate - NBS

CONSENT CALENDAR

CC 1 Receive Check/Voucher Register dated May 2, 2023 through May 15, 2023, Payroll (Direct Deposit) dated May 10, 2023, Payroll (Checks) dated May 10, 2023.

A motion to approve CC 1 was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0 all ayes.

MINUTES

M 1. Approve May 10, 2023 Regular Board Meeting Minutes

A motion to approve M 1 with a correction to PH 1, correcting the Resolution number From 2023-2 to 2023-7 was made by VP Stewart and seconded by Director Wallis.

Motion passed 5/0 all ayes.

PUBLIC HEARING

PH 1. Confirming The Assessment and Ordering the Levy for the Landscape and Lighting Assessment District No.2 For Fiscal Year 2023/24.
(General Manager Kim Domingo and Darrylanne Zarate, Manager, NBS presenting)

A. Public Hearing regarding the adoption of **Resolution No. 2023-8**

- 1) Opening of public hearing at 6:04 PM.
- 2) Brief presentation from District Staff.
- 3) Receipt of public testimony.
No public testimony was given.
- 4) Closing of the public hearing at 6:05 PM.

- B.** Adopt **Resolution No. 2023-8**, confirming the assessment and ordering the levy for the Landscape and Lighting Assessment District No.2 for Fiscal Year 2023/24.

A motion to adopt Resolution No. 2023-8, confirming the assessment and ordering the levy for the Landscape and Lighting Assessment District No.2 for fiscal year 2023/24 was made by Director Wallis and seconded by VP Stewart.

Motion passed 5/0 all ayes.

New Business

NB 1. Approval of Side Letter Agreement with AFSCME Local 1902 Regarding the Chief Water Reclamation Plant Operator Salary Range and Job Description. (Presenter GM Kim Domingo)

On May 11, 2022 the Board of Directors approved a Memorandum of Understanding (MOU) with AFSCME Local 1902 and in a separate action, established the position of Chief Water Reclamation Plant Operator (CWRPO). Adoption of a salary range for this position was not finalized at this time. The union and previous General Manger were consulted to determine what salary range was intended as well as determine the minimum qualifications for the position. The proposed salary range and job qualifications are attached to Appendix A and are consistent with comparable positions at similar special districts. GM Domingo noted that the sideletter agreement item 1. will be corrected to show the CWRPO salary range is retroactive to June 1, 2022.

A motion to approve the sideletter agreement between AFSCME Local 1902 and Rosamond Community Services District adding the Chief Water Reclamation Plant Operator Salary Range, retroactive to June 1, 2022 and updating the current CWRPO Job Description, as described in the sideletter was made by Director Washington and seconded by VP Stewart.

Motion passed 5/0 all ayes.

NB 3. Retroactive Approval of Agreement with Fischer Compliance for Sanitary Sewer Monitoring Plan Update and Training. (Presenter GM Kim Domingo)

On August 24, 2022, the Board authorized staff to negotiate an agreement with Fischer Compliance for the District's Sanitary Sewer Monitoring Plan to comply with new regulations in effect. Staff negotiated and arrived at a scope and fee arrangement and Fischer Compliance performed the services. However, the Board had not taken action on an Agreement.

The updated plan and training were intended to meet a prescribed regulatory timeframe, so services were performed for the District's benefit ahead of a formal agreement. Under procurement policy, an Agreement is warranted.

The attached Agreement formalizes the negotiated arrangement.

A motion to retroactively approve the Agreement with Fischer Compliance for Sanitary Sewer Monitoring Plan Update and Training was made by Director Washington and seconded by VP Stewart.

Motion passed 5/0 all ayes.

NB 4. Retroactive Approval of Engagement Letter with Rogers, Anderson, Malody & Scott, LLP, for Annual Audit Services. (Presenter GM Kim Domingo)

On May 3, 2023, the District's audit consultant, Rogers, Anderson, Malody & Scott, LLP (RAMS), provided a proposal and engagement letter to the Board of Directors for the FY 2022-23 audit. RAMS has been providing annual audit services for several years. The annual audit is a regulatory requirement.

The proposal was not received in time to place it on the May 10, 2023 agenda for Board action. RAMS began initial requests for data beginning the week of May 15. In order to preliminarily authorize the work, staff executed the Engagement Letter ahead of the May 24, 2023 Board meeting.

A motion was made by Director Wallis and seconded by Director Webb to retroactively approve the Engagement Letter with Rogers, Anderson, Malody & Scott, LLP, for Annual Audit Services.

Motion passed 5/0 all ayes.

NB 5. Approval of First Amendment to Employment Agreement with Kim Domingo. (Presenter Director of Administration Sherri Timm)

On May 10, 2023, the Board passed a policy which addressed salary increases for represented employees and exempt employees. The policy provides for equitable increases for both sets of employees in the event either side receives an increase. The policy excluded the increase for employees with an employment agreement. The current Employment Agreement with your General Manager indicates that an increase is due to the General Manager if either group receives an increase, which is contrary to the adopted policy. The proposed First Amendment corrects the language to be consistent with the policy. Any increases due the General Manager are at the discretion of the Board and may only be done through an amendment to the Employment Agreement.

A motion to approve the First Amendment to Employment Agreement with Kim Domingo, correcting the language regarding compensation to be consistent with policy was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0 all ayes.

NB 6. Approval of Well Construction Access Agreement with BHT of Richmond, LLC. (Presenter GM Kim Domingo)

Board Order No.R6V-2019-0251 issued by the Regional Water Quality Control Board, Lahontan Region (Lahontan), governs the operation of the Water Reclamation Facility (WRF). The Order requires District to monitor the status of nitrate impacts and as such, the District must set up monitoring wells in and around the existing ponds at the WRF. The Order includes a requirement to update the groundwater analysis, including the construction of three additional monitoring wells. The District retained Kennedy Jenks to perform the groundwater analysis work, including the siting of the three new wells.

Two of the wells are sited on private property, requiring the District to negotiate with the associated owners, BHT of Richmond LLC, for well construction and access. The proposed Well Construction Access Agreement has been negotiated with the property owner to provide the needed authorizations. The District's counsel has drafted and approved all edits

A motion to approve the Well Construction Access Agreement with BHT of Richmond, LLC. and allow General Manager Kim Domingo to execute the

agreement on behalf of the District was made by Director Wallis and seconded by Director Webb.

Motion passed 5/0 all ayes.

NB 7. Adopt **Resolution No. 2023-9**, to provide for the collection of water and sewer service base fees through the tax roll of Kern County.
(Presenter Director of Administration Sherri Timm)

The District has been using the collection method of tax roll levy for charging and collecting the base water and sewer fees since 2020.

This manner of collection of service fees is exempt from Proposition 218.

Government Code section 61115(b) authorizes the District to provide for the collection of base fees for water and sewer service on the tax roll in the same manner as property tax.

Staff recommends that the Board of Directors, by motion, approve and adopt the following Resolution No.2023-9 related to the collection of water and sewer base fees through the tax roll of Kern County for the FY 2023/24.

A motion to adopt **Resolution No. 2023-9**, to provide for the collection of water and sewer service base fees through the tax roll of Kern County was made by Director Webb and seconded by Director Stewart.

Motion passed 5/0 all ayes.

PRESENTATIONS

PR 1. Water Reclamation Plant Project Update.

Chief Water Reclamation Plant Operator Ryan Becker provided a construction update. The construction phase continues to progress slowly due to the unavailability of parts. He will be meeting with the contractor to finalize plans for resolution of all issues. Mr. Becker also reported on staff activities. He also informed the Board that the water produced at the plant continues to exceed state standards.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Washington – May is water safety month. He also praised the team for getting the word out in the community regarding excess air in the water, which made the water appear white.

Vice President Stewart shared news about a metal recycling plant in Mojave that will create 450 jobs. The plant will be buying water from AVEK.

Director Webb congratulated this year’s graduates.

President Glennan shared some notes from the recent ACWA conference regarding digital risks faced by California Water agencies.

GENERAL COUNSEL UPDATE

John Komar, Esq

No report.

GENERAL MANAGER UPDATE

Kim Domingo reported on the following items:

- 1) 20th St property – One appraisal quote has been received; one more is needed. Item will be brought to the board at a later date.
- 2) Sign at corner of 35th St W. and Rosamond Blvd. – the sign is on District property, and GM Domingo has attempted to contact the owner of the sign. He will check back with the owner this week.
- 3) GM Domingo attended a Rosamond Chamber of Commerce luncheon as a guest speaker. He shared RCSD interest items. The audience was very supportive.

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported on the following items:

- 1) 735 customers were charged late fee penalties in the amount of \$3086.78
- 2) 213 customers were mailed a Notice of Shutoff on May 16th.
- 3) 159 Door Hangers were delivered on May 23rd.
- 4) Front office staff continues to establish payment arrangements for delinquent accounts.
- 5) Correspondence – A Notice of Approval of LAFCO Resolution adopting their FY 2023-24 final budget was received.

PUBLIC WORKS UPDATE

GM Kim Domingo reviewed the current Public Works Field Operations Report.

ADJOURNMENT

A motion to adjourn at 6:42 PM was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0 all ayes.

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35th Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

Respectfully Submitted:

RCSD Board of Directors

Board Secretary

STAFF REPORT

Rosamond Community Services District

DATE: June 14, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Resolution Commending Stephen Allen Perez for Service to the District

RECOMMENDATION:

Approve the Commendation Resolution for Mr. Perez.

BACKGROUND:

Former General Manager Steve Perez retired from the District as of June 6, 2023. He has served the community admirably in various roles at the local, County and State levels. The Government Affairs Committee requested staff prepare a resolution commending Mr. Perez and his accomplishments for Board consideration.

ANALYSIS:

This action is pursuant to Board discretion.

FISCAL REVIEW:

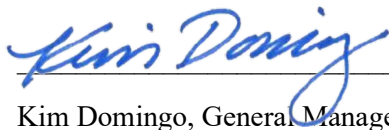
Not required.

LEGAL REVIEW:

Not required.

CONCLUSION:

Act according to your Board's wishes.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENT:

Resolution Commending Stephen Allen Perez for His Service to the District.

RESOLUTION NO. 2023-5

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSAMOND COMMUNITY SERVICES DISTRICT KERN COUNTY, CALIFORNIA COMMENDING STEPHEN ALLEN PEREZ FOR HIS SERVICE TO THE DISTRICT

WHEREAS, Mr. Stephen Allen Perez is a native son of the Antelope Valley, having been raised and educated in Rosamond; and

WHEREAS, Mr. Perez has led a life of meaningful contributions to diverse industries in the Rosamond community and County of Kern, including Edwards Air Force Base, Southern Kern Unified School District, aerospace manufacturing, more than 12 years as a journeyman electrician, private and public sector consultant across the nation, and small business owner; and

WHEREAS, Mr. Perez served public safety in Rosamond and beyond in various capacities during his 26 years of service as a deputy sheriff and detective for the County of Kern, and

WHEREAS, Mr. Perez continued his public service over three terms on the County of Kern Board of Supervisors, representing Rosamond and surrounding communities; and

WHEREAS, Mr. Perez leveraged this vast experience gained over a lifetime and applied it serving as General Manager of the Rosamond Community Services District, distinguishing himself by earning a diversity of recognitions, awards, and accreditations; and

WHEREAS, Mr. Perez focused his efforts on providing long-term water security and independence by acquiring water-rights, participating in the Willow Springs Water Bank, and championing the Rosamond Water Reclamation Plant, during his tenure as General Manager; and

WHEREAS, the Board of Directors formally acknowledges his many accomplishments and contributions and extends its profound appreciation to Mr. Perez for his service: and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors in consideration of the premises above given as follows:

Section 1. The Board by this means expresses its deep appreciation to Stephen Allen Perez for his service and dedication to the Rosamond Community Services District and the community of Rosamond.

Section 2. Mr. Perez is worthy of admiration, respect and gratitude.

PASSED AND ADOPTED by the Board of Directors, at a Regular Meeting held on this 14th day of June 2023.

Byron Glennan, President
Board of Directors
Rosamond Community Services District

Attest:

Sherri Timm, Board Secretary
Rosamond Community Services District

STAFF REPORT

Rosamond Community Services District

DATE: June 14, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Master Services Agreement with GEI and Approve Task 2023-01 with GEI for FEMA Grant Application Services

RECOMMENDATION:

Approve the Master Services Agreement and Approve Task 2023-01 for Grant Application Services with GEI. Authorize General Manager to execute subject to Counsel review.

BACKGROUND:

On April 26, 2023, your Board approved Task 2 of the Grant Services agreement with GEI to prepare a Letter of Interest (LOI) for a Hazard Mitigation Grant that would improve the Willow Springs Water Bank (WSWB) to create space in existing surface reservoirs for future flood events. The original project contemplated by the District involved a value of \$48 million. The District and its consultant were advised that the grants were competitive and limited in available funding and suggested reducing the project to a size that would have a better chance of acceptance. GEI recommended a reduced-scope project of \$24 million and the LOI was edited to reflect the smaller project.

On May 30, 2023, the District was notified by the California Office of Emergency Services that the proposed project was eligible as a Hazard Mitigation Grant Activity (HMGA) and invited the District to submit a sub-application for the HMGA grant. The HMGA grant would provide \$18 million and a \$6 million "Prepare California Match" grant from the State of California would provide the matching funds. The attached CalOES email correspondence confirms the acceptance of the LOI and invites the District to submit a sub-application for the full grant.

The project, if accepted, will reimburse the District for the funds expended to obtain the grant as well as monetize the District's assets in the WSWB. GEI has provided a proposal to prepare the sub-application for the grant on a time-and-materials basis not to exceed \$125,000. While the application expenses are reimbursable through the grant, the reimbursement depends upon grant award. The attached Description of Ratepayer Benefits outlines the estimated value of the assets and how the asset transaction will be accommodated through the grant proceeds.

ANALYSIS:

The action requires the District to front the costs for the sub-application with reimbursement occurring only if the grant is awarded. The risk of the District not receiving a reward is 50 percent. Not applying for the grant may lose an opportunity to monetize the District's WSWB shares.

FISCAL REVIEW:

This action will result in an expense of up to \$125,000 out of 01-65000. The current fiscal year has adequate funds for this expense.

LEGAL REVIEW:

Counsel and the General Manager have negotiated this agreement using the District's Master Services Agreement template, except for reducing the Professional Liability coverage from \$2 million to \$1 million. Since the sub-application does not directly require the development of design documents, the insurance reduction is consistent with industry standard terms.

CONCLUSION:

Staff recommends approval of the agreement and Task Order.



Kim Domingo, General Manager

Sherri Timm, Director of Administration

ATTACHMENTS:

CalOES Email confirming LOI Acceptance
Description of Ratepayer Benefits
Master Services Agreement (GEI)
Task Order 2023-01 (GEI)

Kim Domingo

From: No Reply - HMA <hma_noreply@caloes.ca.gov>
Sent: Tuesday, May 30, 2023 7:21 PM
To: mbeuhler@geiconsultants.com; mashenfelter@geiconsultants.com; Kim Domingo
Subject: Status of your NOI Request

Hi Mark Beuhler,

The California Governor's Office of Emergency Services (Cal OES) has received the Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) submitted by your agency.

Project Number: PA-00002187

Subapplicant Name: Mark Beuhler

Activity Title: "Prepare California Match with Rosamond Community Services District for Drought Risk Mitigation"

Federal Share Request: \$18,000,000.00

Required Applicant Match: \$6,000,000.00

Your NOI was reviewed by Cal OES staff and determined to represent an eligible HMGP activity.

This email is the formal invitation for your organization to submit a full subapplication for consideration of HMGP funding.

Please refer to the [HMGP webpage](#) for the following:

- Subapplication due date
- HMGP project and planning subapplication forms
- Subapplication Development and Benefit Cost Analyst (BCA) training resources

Subapplications received after the posted due date may not be considered for the current funding opportunity. Subapplications received after the posted due date will be considered for future funding opportunities.

Please direct any questions to HMA@caloes.ca.gov.

Thank you for your interest in the Hazard Mitigation Assistance program.

Sincerely,
Cal OES Hazard Mitigation Assistance Branch



One-Page Description of RCSD Ratepayer Benefits from FEMA HMGP Grant

(6/2/2023, Beuhler)

This arrangement will benefit both RCSD and AVEK ratepayers (Table 2). The total value of selling RCSD’s 6,000 shares and banked water is estimated to be \$16.0 M (Table 1). Obtaining the FEMA grant enables sale of the 6,000 RCSD shares to AVEK at no net cost (AVEK is reimbursed via the grant). The RCSD Board could use the onetime revenue benefit of \$13.1 M at their discretion. The reduction in annual costs for management and maintenance fees of \$165,000/year can offset other RCSD operating expenses.

With the receipt of the email from CalOES approving the NOI, the next step is to ask the RCSD Board for approval to proceed. The cost for GEI to prepare full sub-application will be \$125,000. This is in addition to the \$25,000 already budgeted. GEI will take advantage of its successful 2022 FEMA grant application for Kern County to keep preparation costs as low as possible. Application will be reimbursable by FEMA if the sub-application is successful. If not successful, RCSD can resubmit it as a FEMA BRIC grant in the autumn.

Table 1: Value of New Revenue and Reduced Expenses

RCSD Benefit	Value
Increased Revenue	
Sale of 6,000 WSWB shares to AVEK: Fair market value = \$6.0 M (1.438 CA CPI increase)	8.6
JPA Payment Adjustment (triggered by share sale): $6.0/13.5 = 44\%$ of \$5 M (1.37 CPI)	3.0
Sell 3,613 AF water currently stored in the WSWB at \$523/AF rate (Attachment C)	1.9
Total Additional Revenue	\$13.5 M
Reduced mgmt. & main. expense: \$27.44/sh./yr. (6,000 sh.) = \$0.165 M/yr. (15.37) (present worth factor of 15.37 based on 5% interest over 30 years)	2.5
Total Present Value for RCSD ratepayers	\$16.0 M

Table 2: Benefits to RCSD and AVEK Ratepayers

Benefits to RCSD ratepayers
<ul style="list-style-type: none"> • \$15.6 present value from sale of assets which no longer benefit RCSD (Attachment A) • RCSD retains control of WSWB site with PMA, RCSD could use this to obtain energy grants • Continued operations via Property Management Agreement pays salary of at least one staffer • Eliminates need to pay banking fees for RCSD’s 3,614 AF (Attachment C)
Benefits to AVEK ratepayers
<ul style="list-style-type: none"> • \$24 M from FEMA grant pays for wells and pipes (Attachment B) • AVEK can use part of grant to improve the West Feeder or help build SNIP Phase 2 pipe • AVEK gets 30,000 AF of storage and use of 2 wells at WSWB at no cost or risk • AVEK gets access to 72 TAFY of recharge capacity at WSWB in 320 acres of ponds (2nd priority)

Attachment A: Appraised Value of Bank Shares

Public agencies are limited by law to paying no more than the appraised value (fair market value) for an existing asset. There are three generally accepted appraisal methods for an asset (per Cushman Wakefield):

- (1) Initial cost - easy to verify, should be adjusted by inflation increase since purchase date
- (2) Market comparable – difficult to find a market comp and need at least 3 comps*
- (3) Discounted cash flow (income) – subject to many assumptions which could be challenged

It is recommended that the initial cost method be used to estimate the appraised value of the 6,000 RCSD shares. This is because it involves no assumptions – the initial price and the increase in the Consumer Price Index are matters of fact. The other two methods involve discretionary assumptions that can be questioned by AVEK or by FEMA (when invoiced for reimbursement).

Another advantage in using the initial cost method is that it results in a similar estimate of value when compared to the market comp and the discounted cash flow methods. All three result in an estimated value of \$8 M to \$10 M (Table A). The simplicity, transparency, and verifiability of the initial cost method are preferable and should resonate with AVEK as well. The High Desert Water Bank shares being built by AVEK for MWD were not used in this analysis of appraisal methods. This is because they currently are dealing with a 60% capital cost overrun. Using this as a market comp would be controversial.





The JPA will need to approve the sale of shares in WSWB to AVEK. This should not be a problem because sale to AVEK will result in more put and take revenue for the JPA.

Table A: Alternative Appraisal Methods for RCSD shares in WSWB

Method	RCSD Calculation	6,000 sh.
1. Initial cost (preferred)	(\$6.0 M) (1.438) = \$8.2 M	\$8.6 M
2. Market comp (Semitropic)	(6,000 sh.) (\$1,690/sh.) = \$11.2 M	\$10.1 M
3. Discounted cash flow	[\$192/AF (2,000 AFY) + (\$27.44/sh.) (6,000 sh.)]15.37	\$8.4 M

Notes:

1. RCSD bought 6,000 WSWB sh. in 2008 for \$6.0 M, SDCWA bought 5,000 sh. in 2008 for \$7.5 M
2. 1.438 inflation factor increase from 2009 to 2023 based on the CA CPI-U increase
3. Management fee of \$12/sh. (1.37) = \$16.44 + \$11/sh. for O&M. Total = \$27.44/share/yr.
4. Put and take fees of (140/AF) (1.37) = \$192/AF, average of one put and one take every 3 years
5. Present worth factor at 5% discount rate and 30-year planning period = 15.37

 Semitropic Rate Structure for Custom	 Adobe Acrobat Document	 Microsoft Word 97 - 2003 Document	 CPI Calculation.docx
1. Semitropic Banking Prices	2. RCSD Bank Contract	3. RCSD PMA	4. CA CPI-U Increase

* <https://www.investopedia.com/terms/a/appraisal-approach.asp>

Attachment B: Capital Budget Estimate for the FEMA Grant

The FEMA grant request is limited to a total value of \$24 M. It will pay for 6 new wells and pipeline improvements. If RCSD does not receive the full amount as an HMGP grant for DR-4683, it can resubmit the request as a FEMA BRIC application in autumn.

Wells will be built at or near AVEK’s Westside Water Bank. The FEMA project will be used to make 30,000 AF of empty space in San Luis Reservoir by pre-delivery into the groundwater bank. This is the approach vetted by WSWB in its successful Prop. 1 grant application. Half of the yield created will provide water for disadvantaged communities to use during a 3-year drought. The other half will be used by AVEK to create revenue to pay the bank’s operating costs. AVEK will also have the benefit of being able to recharge up to 72,000 AFY in the existing 320 acres of ponds at WSWB on a second priority basis and exclusive use of 3 new wells.

The Property Management Agreement (PMA) gives control of the WSWB site to RCSD. This may enable leverage of the FEMA grant with a possible energy grant. It could help achieve Director Byron Glennan’s interest in obtaining both water and energy grant benefits from WSWB.

Table B: Phased Capital Facilities for \$24 M Grant

Facility	Calculation (costs from FEMA BRIC budget)	Cost, \$M
1. Buy 6,000 WSWB shares, incl. 2-4 wells and access to perc. ponds	Buy RCSD 6,000 shares at original cost adjusted by the CPI increase (use grant to pay for shares)	9
2. Influent and effluent piping	West Feeder improv. (3.2 Mi. of 48”) or SNIP Ph. 2	8
3. 2-4 onsite wells and piping	\$1.5 M per well located on WWB land	5
4. Onsite reservoir of 42 AF	12 hours of flow at 42 cfs (30,000 AFY)	1
5. Pre-award costs application, NOI	Prep. cost of appl., NOI & NEPA (must be budgeted)	1
Total FEMA & Prepare CA grants	Amount needed from FEMA & CA grant funding	\$24 M

FEMA Facilities

1. RCSD to sell all 6,000 shares in WSWB to AVEK; use grant to cover cost of shares.
2. \$24 M pays for 6 wells, reservoir, pipeline improvements (West Feeder or SNIP Phase 2).
3. Facilities to be built as or near AVEK Westside Water Bank
4. Two WSWB wells are available from 6,000 RCSD sh. (8.3 cfs), the other 4 would be new.
5. AVEK’s SPW to provide water rights for FEMA grant, SLR empty space creates new yield.
6. Price of shares (existing asset) must be based on appraised value.



CPI Calculation.docx

CA CPI-U Increase

Attachment C: Value of Stored RCSD Water and JPA Payment Adjustment

RCSD currently has 3,613.47 AF stored in WSWB (Fig. C). If sold to AV Watermaster for the current replenishment rate of \$523/AF*, the water has a value of \$1.89 M. RCSD no longer needs to store this water because the AV Watermaster provides replenishment water on demand. If RCSD needs water in the future, it can pay the then current replenishment fee and extract the water. This avoids future WSWB management and maintenance fees and take fees.

Antelope Valley Water Storage, LLC Storage and Recovery	Acre- feet
Willow Springs Water Bank	
Total Recoverable Stored Water at end of 2020	4,700.60
Amount Spread in 2021	0.00
Storage Loss Factor¹	10%
Additional Amount of Water Stored in 2021 (after applying 10% loss factor)¹	0.00
Amount Recovered for use inside Adjudicated Area (transferred to Westside Water Bank)⁶	1,087.13
Total Amount Recovered for use outside Adjudicated Area	0.00
Amount Recovered Unaccounted-for Water²	0.00
Total Amount of Stored Water Recovered in 2021 plus Transfers⁶	1,087.13
Amount of Recoverable Stored Water for use inside Adjudicated Area⁶	3,613.47
Amount of Recoverable Stored Water for use outside Adjudicated Area	0.00
Total of Recoverable Stored Water at end of 2021	3,613.47

Figure C: Current RCSD storage of 3,613.47 AF in WSWB

Payment Adjustment Estimate of JPA Payment Adjustment due to the 2010 ARRA grant is triggered by share sale of shares to AVEK RCSD should resolve this while it still owns the bank shares.: $6.0/13.5 = 44\%$ of \$5 M. \$5 M (1.37 CPI) - \$3.0 M owed by the JPA to RCSD.

*AV Watermaster replenishment rate of \$523/AF (<https://avwatermaster.net/wp-content/uploads/2022/01/R-22-01-Adopting-Replacement-Water-Assessment-Rate-for-Year-2022.pdf>)

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”), with an effective date of June 14, 2023 is by and between Rosamond Community Services District (“District”) 3179 35th St W, Rosamond, CA 93560 and GEI (“Consultant”) _____[Consultant address].

In consideration of the mutual covenants and promises contained herein, District hereby engages Consultant to provide certain services (the “Services”) on the following terms and conditions:

1. SCOPE OF SERVICES

1.1 The Services to be performed by Consultant under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A (each, a "Task Order"), attached hereto and incorporated herein by reference.

2. TASK ORDER PROCESS

2.1 Upon the request of District, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the Task Order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties.

3. INVOICING AND PAYMENT

3.1 Consultant shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. District shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's monthly invoice.

4. PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effective until June 14, 2026 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by District, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5. DISTRICT'S RESPONSIBILITIES

5.1 District shall designate a person to act as District's representative with respect to each Task Order issued under this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define District's policies and decisions.

5.2 District shall furnish to Consultant applicable information and technical data in District's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by District or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 District shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by Consultant, seek legal advice, the advice of an insurance counselor, or other Consultant(s), as District deems appropriate for such examination. If any document requires District to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the applicable Project Schedule.

6. CONSULTANT'S RESPONSIBILITIES

6.1 Consultant shall designate a Project manager for the performance of the Services described in each Task Order.

6.2 Consultant shall perform the Services as an independent Consultant and not as District's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant may, during the course of its Services, prepare opinions of the probable cost of construction. District acknowledges, however, that Consultant has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond Consultant's control and are unavoidably in a state of change. District therefore acknowledges that Consultant cannot and does not make any warranty, promise, or representation, either express or implied, that proposal, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When Consultant provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify District of any observed defects in the work being performed; will otherwise make reasonable efforts to guard District against defects and deficiencies in the work of the Consultant(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause Consultant's to be responsible for those duties and responsibilities which belong to the construction Consultant, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, Consultant's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by Consultant during such periodic visits shall not make Consultant responsible for, nor relieve the construction Consultant of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

7. CHANGE ORDERS

7.1 District or Consultant may, from time to time, request modifications or changes in the Services described in a Task Order. To the extent that the Services to be performed by Consultant have been affected by such change, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8. WARRANTY

8.1 Unless otherwise specified, Consultant shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her/it for a minimum period of one (1) year from date of commercial operation of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in District's opinion are due to faulty design, installation, workmanship, or materials, Consultant, upon notification and at his/her/its expense, shall repair or adjust the equipment or parts to correct the condition or he/she/it shall replace the part or entire unit to the complete satisfaction of District. These repairs, replacements or adjustments shall be made only at such time as shall be designated by District as least detrimental to the operation of the Pine Flat power plant.

Regardless of any statement to the contrary, Consultant agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

9. WARRANTY PERIOD

9.1 The warranty set forth in Section 8.1 above shall extend for a period of twelve (12) months following the beginning of commercial operation (the "Warranty Period"). The Warranty Period with respect to any work or equipment that is repaired, replaced, modified or otherwise altered or corrected after commercial operation shall extend for twelve (12) months from the date of completion of such repair, replacement, modification, correction or alteration, provided that in no event shall the warranty period extend beyond twenty-four (24) months from commercial operation.

10. FORCE MAJEURE

10.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. Consultant shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

11. CONFIDENTIALITY

11.1 Consultant shall treat as confidential and proprietary all information and data delivered to it by District ("Confidential Information"). Confidential Information shall not be disclosed to any third party, other than Consultant's subconsultants or subcontractors during or subsequent to the term of this Agreement. Consultant's duties under this Agreement are in addition to those provided under any separate NON-DISCLOSURE AGREEMENT between the District and Consultant. Nothing contained herein shall preclude Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by Consultant; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after written notice has been received by District.

11.2 California Public Records Act. Consultant acknowledges that, as a public agency of the State of California, District is subject to the California Public Records Act (the "Act"). District is therefore required to disclose any information deemed to be a public record upon request as provided in the Act. Therefore, notwithstanding any other provision of this Agreement, District shall not be in breach of this Agreement because it discloses any Confidential Information in response to a request made under the Act.

12. RIGHTS IN DATA

12.1 All right, title and interest in and to the work products provided by Consultant to District shall be the property of District ("Work Product"). All written information shall be provided in original and editable format. Methodologies,

process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

13. INSURANCE AND INDEMNITY

In connection with work to be performed and/or materials to be furnished under this Agreement, the undersigned Consultant agrees that:

13.1 Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employee. The insurance required by this Agreement is set forth on Attachment C.

13.2 To the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless District, its directors, officers, employees or authorized volunteers from all claims and demands of all third parties arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Districts, its directors, officers, employees, or authorized volunteers.

14. SUSPENSION

14.1 District may, at any time and without cause, suspend the Services of Consultant under any Task Order or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from District of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

15. TERMINATION

15.1 District may terminate all or part of this Agreement for District's convenience by providing 30 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. Consultant will not be entitled to compensation for profit on Services not performed.

16. NOTICE

16.1 Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

DISTRICT	CONSULTANT
ROSAMOND COMMUNITY SERVICES DISTRICT 3179 35th St W Rosamond, CA 93560	

Attn: Kim Domingo, General Manager Email: kdomingo@rosamondcsd.com	Attn: _____ Email: _____

17. SURVIVAL OF CONTRACT TERMINATION

17.1 The Articles relating to Confidentiality and Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

18. MISCELLANEOUS

18.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party, which may withheld in such party's sole and absolute discretion.

18.2 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

18.3 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

18.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile and electronic signatures shall be binding.

18.5 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

18.6 Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy, dispute, issue, or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated (or upon agreement of the parties, arbitrated) in a California State Court in Kern County, California, and the parties consent to venue therein; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court with competent jurisdiction over Kern County and the dispute.

18.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

18.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and District. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against

either party as the drafter of this Agreement.

18.9 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

DISTRICT

CONSULTANT

Byron Glennan

(Name)

Board President _____

Title

Date

Date

Attachment A

TASK ORDER

This Task Order is made this day _____ of _____, 20____ by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties on the _____ day of, 20____. ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

5. Deliverables to be provided under this Task Order are as follows:

DISTRICT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment B
CHANGE ORDER

In accordance with Article 7 of the Master Services Agreement dated _____ ("Agreement") between ("District")
_____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in Consultant's Compensation:

All other terms and conditions remain unchanged.

DISTRICT

CONSULTANT

Signature

Signature

Name (Print or Typed)

Name (Print or Type)

Date

Date

ATTACHMENT C

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown in Paragraphs 1 through 4 above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as

broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subconsultant or subcontractor of Consultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and

endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractor/subconsultant of any kind maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors/subconsultants.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment A

TASK ORDER

This Task Order is made this day 14th of June, 2023 by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties on the 14th day of, 2023. ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is PA-00002187. The Consultant Job Number for this Task Order is #1. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Prepare a sub-application for a Federal Emergency Management Agency Hazard Mitigation Grant Program of \$18 million and a Prepare California Match grant of \$6 million. The project will provide groundwater banking facilities to help mitigate the impact of droughts on the region.

3. The Project Schedule is as follows:

The grant sub-application is due to CalOES on August 4th. If possible, the sub-application will be submitted in advance of that deadline. Once the sub-application has been submitted, the cost of follow-up activities such as contract negotiations will be covered by a separate task order.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

GEI's standard hourly rates are attached as Attachment D.

5. Deliverables to be provided under this Task Order are as follows:

The deliverable is the online submittal of the sub-application. Pdf copies of the actual online submittal will be retained by GEI and a copy emailed to RCSD.

DISTRICT

CONSULTANT

Signature

Signature

Kim Domingo
Name (Printed or Typed)

Mark Beuhler
Name (Printed or Typed)

June 14, 2023
Date

June 14, 2023

Date

Attachment D: Standard GEI Billing Rates per Hour for 2023

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 141
Staff Professional – Grade 2	\$ 156
Project Professional – Grade 3	\$ 171
Project Professional – Grade 4	\$ 191
Senior Professional – Grade 5	\$ 226
Senior Professional – Grade 6	\$ 257
Senior Professional – Grade 7	\$ 306
Senior Consultant – Grade 8	\$ 342
Senior Consultant – Grade 9	\$ 417
Senior Principal – Grade 10	\$ 417

Senior Drafter and Designer	\$ 171
Drafter / Designer and Senior Technician	\$ 156
Field Professional	\$ 128
Technician, Word Processor, Administrative Staff	\$ 127
<u>Office Aide</u>	<u>\$ 99</u>

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes

and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's

STAFF REPORT

Rosamond Community Services District

DATE: June 14, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Water Reclamation Project Change Order No. 8

RECOMMENDATION:

Approve Change Order No. 8 for the Water Reclamation Project and authorize the General Manager to execute the finalized document when it is available.

BACKGROUND:

On August 28, 2019, the Water Reclamation Plant Project was awarded to Pacific Hydrotech in the amount of \$13,227,304.83. The contract time was to be 500 calendar days from the date of the Notice to Proceed, which was issued on October 28, 2019.

Since construction began and due to changes in the work consisting of additions and deletions to the scope of work, the contract has been modified by change order seven (7) times, resulting in an increase in the contract of \$634,954.11 and 48 additional calendar days. On April 12, 2023, your Board approved Change Order No. 7 and reviewed a summary of all approved change orders to date. The total current contract is \$13,862,338.94 and the contract completion date resulting from 548 calendar days is April 27, 2021.

Because of additional facility adjustments and needs that have been discovered during the plant startup, several items are required to implement the changes needed for the plant to operate according to the design intent. These proposed modifications proposed in Change Order No. 7 amount to \$203,981.86 and twelve (12) additional calendar days.

The Potential Change Orders (PCOs) that comprise this change order are related to inverter equipment associated with the blowers. The inverters failed due to inefficient waste heat exhaust under design operating conditions.

ANALYSIS:

District policy requires that all change orders are to be brought to the Board for approval (RCSD Policy 3042.2.3). Staff has made it clear to the design engineer that the District is expecting reimbursement of these costs from them before this project is completely closed out, due to the design deficiency.

With this understanding, staff recommends approval of Change Order No. 8 in the amount of \$121,406.82.

FISCAL REVIEW:

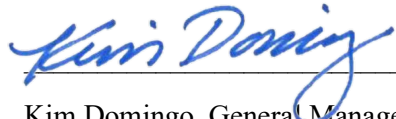
This action will result in an increase to the project of \$121,406.82, for a total contract amount of \$13,983,745.76. The District is expecting reimbursement of this expense, so there is no fiscal impact.

LEGAL REVIEW:

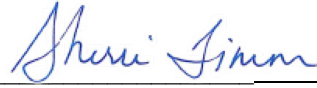
None

CONCLUSION:

With approval of Change Order No. 8, the contractor will repair the blowers and provide needed redundancy at the plant. Staff will keep the Board apprised of progress.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Change Order No. 8

PCO64

PCO65



EQUIPMENT	Hours	Rate	Total
TOOL TRUCK	35.0	40.16	\$ 1,405.60
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 1,405.60
15% Mark Up		10%	\$ 140.56
Total Cost			\$ 1,546.16
MATERIAL	Quant	Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -
15% Markup		10%	\$ -
Total Cost			\$ -
Subcontract	Unit	Cost	Total
AERZEN	1.0	66296.28	\$ 66,296.28
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 66,296.28
10% Markup		5%	\$ 3,314.81
Total Cost			\$ 69,611.09

LABOR	Hours	Rate	Total
			\$ -
FOREMAN	35.00	92.10	\$ 3,223.50
SKILLED LABOR	70.00	71.90	\$ 5,033.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 8,256.50
15% Mark Up		10%	\$ 825.65
Total Cost			\$ 9,082.15

Equipment Total Cost		\$ 1,546.16
Material Total Cost		\$ -
Subcontracts Total Cost		\$ 69,611.09
Labor Total Cost		\$ 9,082.15
Subtotal		\$ 80,239.40
Bond	1%	\$ 802.39
Insurance	1%	\$ 802.39
Misc Tools	2%	\$ 1,604.79
TOTAL COSTS		\$ 81,844.19



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Compressed air, gas
and vacuum solutions

Pacific Hydrotech Corporation
Att.: Francisco Alvarez
314 E. 3rd St.
PERRIS, CA 92570

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

order-usa@aerzen.com
www.aerzenusa.com
Phone: 610-380-0244



Order Confirmation

Order No.: SEO-21-004381/ 12
Date: 08/15/22
Planned Delivery Date: 06/03/22
Salesperson: Tom McCurdy
Handled by: John McEntee

Payment Terms: Net 30 days

Your account no.: 21-06582
Phone number: +19519438803
Fax No.: +19519431093
E-Mail: falvarez@pachydro.com
Your order number: STARTUP SO-19-00384

Serial No. 20A-012928-A Service Items SEI-022443
Item No.: 21-TG5-300-08T, Package, Turbo Blower, G5 , 300 HP, 800 mbar

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	FREIGHT UPS 3949100221	1		2,801.44		2,801.44
	T24-50001447 Frequency inverter	1	each	1,445.00		1,445.00
Total / Service Item Package, Turbo Blower, G5						4,246.44

Serial No. 20A-012928-B Service Items SEI-022637
Item No.: 21-TG5-300-08T, Package, Turbo Blower, G5, 300 HP, 800 mbar

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
Total / Service Item Package, Turbo Blower, G5						0.00

On-Site Commissioning Service

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



SPARE PARTS

Reactor Upgrade

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	041-000201 DC Choke for (300 HP) 225 kW Inverter	1	each	1,270.00		1,270.00
Total / Service Item Reactor Upgrade						1,270.00

Failed Inverter

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	041-020642US Inverter Assy	1	each	26,037.00		26,037.00
Total / Service Item Failed Inverter						26,037.00

K1B board-Substitute

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	041-020291 PCB	1	each	2,872.80		2,872.80
Total / Service Item K1B board-Substitute						2,872.80

K1B Board, Pcube, SCR, KEB

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	041-020290 PCB	1	each	2,865.00		2,865.00
	041-020415 PCB - Thyristor control	1	each	573.60		573.60
Total / Service Item K1B Board, Pcube, SCR, KEB						3,438.60

DC Reactor Cables for Haneol Trip

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
Total / Service Item DC Reactor Cables for Haneol Trip						0.00

Pickup of Failed Components 1/17/23

Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



Tony Nguyen Service Visits

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	Car Rental-Trip #1	1	each	359.19		359.19
	Hotel-Trip #1	1	each	618.78		618.78
	Perdiem, Milage, Gas, Parking-Trip #1	1	each	428.00		428.00
	Car Rental Trip #2	1	each	215.51		215.51
	Hotel Trip #2	1	each	455.34		455.34
	Perdiem, Milage, Gas, Parking-Trip #2	1	each	368.00		368.00
	Airfare-Trip #3	1	each	315.04		315.04
	Car Rental-Trip #3	1	each	338.20		338.20
	Hotel-Trip #3	1	each	369.21		369.21
	Perdiem, Milage, Gas, Parking-Trip #3	1	each	488.00		488.00
	Car Rental Trip #4	1	each	246.14		246.14
	Hotel Trip #4	1	each	334.83		334.83
	Misc. Traveling Trip #4	1	each	248.00		248.00
	RE-000050 Nguyen, Tho to the site Trip #1 Traveling hour Normal	9.6	HOUR	85.00		816.00
	RE-000050 Nguyen, Tho On Site 3 days Trip #1 Working hour Normal	25	HOUR	140.00		3,500.00
	RE-000050 Nguyen, Tho Travel Home Trip #1 Traveling hour Normal	9.6	HOUR	85.00		816.00
	RE-000050 Nguyen, Tho to the site trip #2 Traveling hour Normal	9	HOUR	85.00		765.00
	RE-000050 Nguyen, Tho on site 2 days Trip #2 Working hour Normal	17	HOUR	140.00		2,380.00

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



RE-000050	9	HOUR	85.00	765.00
Nguyen, Tho Travel Home Trip #2 Traveling hour Normal				
RE-000050	14	HOUR	85.00	1,190.00
Nguyen, Tho To the site Trip #3 Traveling hour Normal				
RE-000050	32	HOUR	140.00	4,480.00
Nguyen, Tho On site 4 days Trip #3 Working hour Normal				
RE-000050	6	HOUR	85.00	510.00
Nguyen, Tho Return Home Trip #3 Traveling hour Normal				
RE-000050	9	HOUR	85.00	765.00
Nguyen, Tho To the site Trip #4 Traveling hour Normal				
RE-000050	16	HOUR	140.00	2,240.00
Nguyen, Tho 2 days on site trip #4 Working hour Normal				
RE-000050	9	HOUR	85.00	765.00
Nguyen, Tho return home trip #4 Traveling hour Normal				
Total / Service Item Tony Nguyen Service Visits				23,776.24

Haneol Park Service Visit

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	Airfare	1	each	750.00		750.00
	Hotel	4	each	135.00		540.00
	Car Rental	1	each	200.00		200.00
	Misc. Traveling expenses	1	each	250.00		250.00
	RE-000050 Haneol Park Travel to the site Traveling hour Normal	12	HOUR	85.00		1,020.00
	RE-000050 Nguyen, Tho On site 3 days Working hour Normal	24	HOUR	140.00		3,360.00
	RE-000050 Nguyen, Tho Return Home Traveling hour Normal	12	HOUR	85.00		1,020.00

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



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Order No.: SEO-21-004381/ 12

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Total / Service Item Haneol Park Service Visit			7,140.00
	1	926.34	926.34
UPS SCS 3949137148			
	1	2,318.11	2,318.11
UPS SCS 3950074425 3-17-2022			
	1	329.28	329.28
FREIGHT - UPS RED AM 1Z1685921568717123			
	1	625.66	625.66
FREIGHT- UPS RED AM 1Z1685921569732515			
		Total USD Excl. TAX	72,980.47
		Tax Amount USD	3,015.13
		Total USD Incl. TAX	75,995.60

Ship-to Address:
 Pacific Hydrotech Corporation
 Ryan Becker
 1460 10th street west
 93560 ROSAMOND
 CA

DELETE:
 DC CHOKE: \$1270
 PCB: \$2865
 LABOR DISCOUNT:\$7317.60

 NEW SUBTOTAL: \$61,527.87
 TAX: \$4,768.41
 TOTAL: \$66,296.28

For questions on this order, please contact your Regional Service Coordinator
To pay an outstanding invoice by credit card, please contact Collections dept:
remittance-usa@aerzen.com ; Call - (484) 718-3717

Best regards,

John McEntee
 Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



EQUIPMENT	Hours	Rate	Total
TOOL TRUCK	16.0	40.16	\$ 642.56
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 642.56
15% Mark Up			10% \$ 64.26
Total Cost			\$ 706.82
MATERIAL	Quant	Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -
15% Markup			10% \$ -
Total Cost			\$ -
Subcontract	Unit	Cost	Total
AERZEN	1.0	33517.79	\$ 33,517.79
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 33,517.79
10% Markup			5% \$ 1,675.89
Total Cost			\$ 35,193.68

LABOR	Hours	Rate	Total
			\$ -
FOREMAN	16.00	92.10	\$ 1,473.60
SKILLED LABOR	16.00	71.90	\$ 1,150.40
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 2,624.00
15% Mark Up			10% \$ 262.40
Total Cost			\$ 2,886.40

Equipment Total Cost	\$ 706.82
Material Total Cost	\$ -
Subcontracts Total Cost	\$ 35,193.68
Labor Total Cost	\$ 2,886.40
Subtotal	\$ 38,786.90
Bond	1% \$ 387.87
Insurance	1% \$ 387.87
Misc Tools	2% \$ 775.74
TOTAL COSTS	\$ 39,562.63

This change order will extend the project completion unitl July,30 2023.



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and vacuum solutions

Pacific Hydrotech Corporation
314 E. 3rd St.
PERRIS, CA 92570
USA

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

order-usa@aerzen.com
www.aerzenusa.com
Phone: 610-380-0244



Order Confirmation

Order No.: SEO-22-005414/ 4
Date: 06/07/23
Planned Delivery Date
Salesperson: Tom McCurdy
Salesperson: Tho Nguyen

Payment Terms: Net 30 days
Shipment Terms: DAP DELIVERED AT PLACE BUYER UNLOADS NAMED PLACE
Shipping Agent: BEST WAY AERZEN SELECTS CARRIER

Your account no.: 21-06582
Phone number: +19519438803
Fax No.: +19519431093
E-Mail: apcontractinvoicess@pachydro.com
Your order number: SO

Serial No. 20A-012928-B Service Items SEI-022637
Item No.: 21-TG5-300-08T, Package, Turbo Blower, G5, 300 HP, 800 mbar

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	041-020642US Inverter Assy	1	each	26,037.00		26,037.00
	RE-000050 Nguyen, Tho Traveling hour Normal	16	HOUR	85.00	30	952.00
		1		601.36	100	0.00
	FREIGHT - 0 Cost-XPO-163422162					
	Total / Service Item Package, Turbo Blower, G5					26,989.00
	Airfare	1	each	750.00		750.00
	4 days flat rate expense	4	each	450.00		1,800.00

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



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Order No.: SEO-22-005414/ 4

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RE-000050	16	HOUR	140.00	30	1,568.00
Nguyen, Tho					
Working hour Normal					

Total USD Excl. TAX	31,107.00
Tax Amount	2,410.79
Total USD Incl. TAX	33,517.79

Ship-to Address:
Pacific Hydrotech Corporation
314 E. 3rd St.
PERRIS, CA 92570
USA

For questions on this order, please contact your Regional Service Coordinator.

**To pay an outstanding invoice by credit card, please contact Collections dept:
remittance-usa@aerzen.com ; Call Mike Scotti - (484) 784-6856**

Best regards,

Tho Nguyen
Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com

STAFF REPORT

Rosamond Community Services District

DATE: June 14, 2023

TO: Board of Directors

FROM: Sherri Timm, Director of Administration

Subject: Adoption of Resolution No. 2023-11 by the Board of Directors of Rosamond Community Services District Placing in Nomination Byron Glennan as a Member of the Association of California Water Agencies Region 7

RECOMMENDATION:

By motion, adopt **Resolution No. 2023-11** of the Board of Directors of Rosamond Community Services District placing in nomination Byron Glennan to serve as a Board Member of the Association of California Water Agencies (ACWA) Region 7.

BACKGROUND:

Director Glennan has regularly attended ACWA Conferences for the past 18 years and has served as a director on Region 7 Board of Directors for the past 3 years.

ANALYSIS:

Director Glennan's desire to continue serving as a director on the ACWA Board provides valuable representation for the far southern end of Kern.

FISCAL REVIEW:

N/A

LEGAL REVIEW:

N/A

CONCLUSION:

Staff recommends that the Board of Directors, by motion, approve and adopt the following **Resolution No.2023-11** nominating Director Byron Glennan as a member of the Association of Water Agencies Region 7.

Kim Domingo General Manager

_____

Sherri Timm, Director of Administration

Attachment: Resolution No. 2023-11

**ROSAMOND COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2023-11**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSAMOND COMMUNITY SERVICES DISTRICT
PLACING IN NOMINATION BYRON GLENNAN AS A
MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER
AGENCIES REGION 7**

BE IT RESOLVED by the Board of Directors of the Rosamond Community Services District as follows:

A. RECITALS

1. The Board of Directors (Board) of the Rosamond Community Services District (District) does encourage and support the participation of its members in the affairs of the Association of California Water Agencies (ACWA); and
2. Byron Glennan has indicated a desire to serve as a Board Member of ACWA Region 7.

B. NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rosamond Community Services District,

- A. Does place its full and unreserved support in the nomination of Byron Glennan for the Board of Director position of ACWA Region 7.
- B. Does hereby determine that the expenses incurred by Byron Glennan attending ACWA Region 7 shall be borne by the Rosamond Community Services District.

PASSED AND ADOPTED at a special meeting of the Board of Directors of the Rosamond Community Services District held this 14th day of June, 2023.

By: _____
President, Board of Directors
Rosamond Community Services District

ATTEST:

By: _____
Secretary, Board of Directors
Rosamond Community Services District

