

*Rosamond Community Services District
Regular Board Meeting – Agenda
Wednesday, July 26, 2023 @ 6:00PM*

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

6:00 PM Regular Board Meeting
Wednesday, July 26, 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
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)

CONSENT CALENDAR

CC 1 Review of the check/voucher register dated July 4, 2023 through July 17, 2023 I (Direct Deposit) dated July 5, 2023 Payroll I (Checks) dated July 5, 2023.

Motion: _____ 2nd: _____

MINUTES

M 1. Approve July 12, 2023 Regular Board Meeting Minutes.

Motion: _____ 2nd: _____

NEW BUSINESS

N B 1. Resolution 2023-12 Amending Ordinance 92-6 Establishing Policy for Water and Sewer Connections for Accessory Dwelling Units and Associated Charges.
(Presenters Sherri Timm and John Houghton)

Motion _____ Second _____

NB 2. Approval of Master Services Agreement 2023-1 (KJ), Task Order 2023-1 (KJ)– Urban Water Management Plan Update Services, and Task Order 2023-2 (KJ) – Plan Check Services with Kennedy Jenks.
(Presenters Sherri Timm and John Houghton)

Motion _____ Second _____

N B 3. Approve Water Reclamation Plant Project Amended Change Order No. 8
(Presenters Sherri Timm and John Houghton)

Motion _____ Second _____

NB 4. Discussion – Board Direction Related to Rosamond CSD Foundation.
(Presenter Sherri Timm)

Motion _____ Second _____

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: _____

*Rosamond Community Services District
Regular Board Meeting – Agenda
Wednesday, July 26, 2023 @ 6:00PM*

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: July 26, 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 July 4, 2023 through July 17, 2023 | (Direct Deposit) dated July 5, 2023 Payroll | (Checks) dated July 5, 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 \$238,838.35 as follows:

Checks issued to vendors	\$181,170.58
Payroll direct deposit and checks	<u>57,667.77</u>
Total	\$238,838.35

Significant disbursements included the following payments:

- \$13,531.68 was remitted to CalPERS on July 5, 2023 for required contributions
 - \$8,787.97 (Employer portion)
 - \$4,743.71 (Employee portion)
- \$4,278.28 was remitted to the Employment Development Department on July 5, 2023
 - \$.00 (Employer portion)
 - \$4,278.28 (Employee portion)
- \$30,883.38 was paid to Eide Bailly LLP on July 5, 2023 for June 2023 accounting and transition services, and management analyst
- \$22,986.59 was remitted to the Internal Revenue Service on July 5, 2023
 - \$ 6,790.28 (Employer portion)
 - \$16,196.31 (Employee portion)

- \$14,111.00 was paid to GEI Consultants, Inc. on July 13, 2023 for Grant Acquisition support through May 26, 2023
- \$12,788.58 was paid to Hamner Jewell Associates on July 13, 2023 for the Underground Water Pipeline
- \$12,516.91 was paid to Rosamond Solar, LLC on July 13, 2023 for energy service revenue
- \$12,181.21 was paid to Southern California Edison on July 13, 2023 for the wells and tanks electricity usage

DISCUSSION/ANALYSIS:

The check/voucher register dated July 4, 2023 through Jul 17, 2023 includes check numbers 63136 through 63186 (Attachment 1)

Payroll (Direct Deposit) number 26134 through 26136, 26138 (overflow), 26139 through 26160 were issued on July 5, 2023 in the amount of \$55,838.45. Payroll (Checks) number 26133 and 26137 were issued on July 5, 2023 in the amount of \$1,829.32 (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 July 4, 2023 through Jul 17, 2023

Attachment 2 – (Direct Deposit) dated July 5, 2023 and Payroll (Checks) dated July 5, 2023

Attachment 3 – Umpqua Business card ending in 3542

Attachment 4 – Umpqua Business card ending in 7121

Attachment 5 – Umpqua Business card ending in 7744

Rosamond Community Services District
Check/Voucher Register
10101 - General Checking - Wells Fargo
From 7/4/2023 Through 7/17/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
7/5/2023	63136	ANTELECOM, INC.	ADMIN OFFICE: 4G WIRELESS	75.00	300.00
7/5/2023		ANTELECOM, INC.	SOLAR WELL: 4G WIRELESS	75.00	300.00
7/5/2023		ANTELECOM, INC.	SOLAR ADMIN: 4G WIRELESS	75.00	300.00
7/5/2023		ANTELECOM, INC.	SOLAR POND: 4G WIRELESS	75.00	300.00
7/5/2023	63137	ARAMARK	EMPLOYEE UNIFORMS, MATS, TOWELS & 1ST AID KITS	1,458.44	1,458.44
7/5/2023	63138	AUTOZONE	BRAKE SHOES, DRUM SELF ADJ KIT, ALL IN ONE DRUM, ETC.	132.95	247.97
7/5/2023		AUTOZONE	AIR FILTER, OIL FILTER & 5W-30 OIL	95.87	247.97
7/5/2023		AUTOZONE	OIL FILTER	9.52	247.97
7/5/2023		AUTOZONE	WINDSHIELD WASHER FLUID	9.63	247.97
7/5/2023	63139	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	300.00	300.00
7/5/2023	63140	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PAYROLL REMITTANCE	13,531.68	13,531.68
7/5/2023	63141	CALPERS SUPPLEMENTAL INCOME 457 PLAN	PERS 457	4,704.96	4,704.96
7/5/2023	63142	CA STATE DISBURSEMENT UNIT	WITHHOLDING ORDER	424.60	424.60
7/5/2023	63143	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE DISABILITY INSURANCE	760.57	4,278.28
7/5/2023		EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE INCOME TAX	3,517.71	4,278.28
7/5/2023	63144	EIDE BAILLY LLP	JUN 2023 ACCOUNTING SERVICES	23,625.00	30,883.38
7/5/2023		EIDE BAILLY LLP	JUN 2023 TRANSITION SERVICES	550.00	30,883.38
7/5/2023		EIDE BAILLY LLP	JUN 2023 MANAGEMENT ANALYST	6,708.38	30,883.38
7/5/2023	63145	FAMCON PIPE & SUPPLY INC.	COUPLING	1,053.54	1,331.20
7/5/2023		FAMCON PIPE & SUPPLY INC.	6 QTY 3/4 X 3/4 IPS	277.66	1,331.20
7/5/2023	63146	IRON MOUNTAIN INC.	STG & SHRED PKG B	319.00	319.00
7/5/2023	63147	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	9,406.03	22,986.59
7/5/2023		INTERNAL REVENUE SERVICE	MEDICARE	2,574.06	22,986.59
7/5/2023		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	11,006.50	22,986.59
7/5/2023	63148	LOOMIS	ARMORED CAR COURIER SERVICE	797.18	797.18
7/5/2023	63149	MARITORENA FARMS	WATER BANK TRACTOR WORK	1,532.60	1,532.60
7/5/2023	63150	NAPA AUTO PARTS/AV AUTO PARTS INC.	3 QTY COMMERCIAL BATTERIES	527.16	446.16
7/5/2023		NAPA AUTO PARTS/AV AUTO PARTS INC.	AP CREDIT MEMO FROM INV 33153	(81.00)	446.16
7/5/2023	63151	NBS	LLAD NO. 2 ADMINISTRATION SERVICES: 07/01/2023 - 09/30/2023	6,730.29	9,368.54
7/5/2023		NBS	SPECIAL DISTRICT ADMINISTRATION SERVICES: 07/01/23-09/30/23	2,638.25	9,368.54
7/5/2023	63152	O'DONNELL HEATING & AIR INC.	2 QTY B TYPE V BELT & LABOR	180.42	180.42
7/5/2023	63153	PHONE CONNECTION COMMUNICATIONS	5 QTY TOSHIBA TELEPHONES & INSTALL & PROGRAM PHONES	1,024.50	1,024.50
7/5/2023	63154	PIONEER RESEARCH CORPORATION	10 GALS EN SOLV	1,182.37	1,182.37
7/5/2023	63155	DANIEL REID CONSULTING SERVICES	JUN 2023 SERVICES AND SUPPORT	2,000.00	2,000.00
7/5/2023	63156	SPARKLETTS	WATER	68.93	68.93
7/5/2023	63157	WASTE MANAGEMENT-KERN COUNTY	3179 35TH ST W: TRASH SERVICE	401.25	1,185.02
7/5/2023		WASTE MANAGEMENT-KERN COUNTY	875 PATTERSON RD: TRASH SERVICE	401.25	1,185.02
7/5/2023		WASTE MANAGEMENT-KERN COUNTY	875 PATTERSON RD: TRASH SERVICE	202.52	1,185.02
7/5/2023		WASTE MANAGEMENT-KERN COUNTY	PORT-O-LET	180.00	1,185.02
7/13/2023	63158	ALLIANT CONSULTING, INC.	JUN 2023: RWRP LABOR COMPLIANCE OVERSITE	911.25	911.25
7/13/2023	63159	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	80.00	178.00
7/13/2023		BABCOCK LABORATORIES, INC.	SYSTEM TESTS	98.00	178.00
7/13/2023	63160	CORE & MAIN LP	100 QTY IPS O-RINGS & 91 QTY IPS GRIP RINGS	725.45	725.45
7/13/2023	63161	COUNTY OF KERN	BUS PLAN SM LOW RISK 1 UNIT, HAZARDOUS WASTE GENERATOR	379.00	379.00

Rosamond Community Services District
Check/Voucher Register
10101 - General Checking - Wells Fargo
From 7/4/2023 Through 7/17/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
7/13/2023	63162	COUNTY OF KERN	BUS PLAN SM LOW RISK 1 UNIT, STATE SERVICE CHG-OVERSITE	189.00	189.00
7/13/2023	63163	COUNTY OF KERN	BUS PLAN SM LOW RISK 1 UNIT, STATE SERVICE CHG-OVERSITE	189.00	189.00
7/13/2023	63164	COUNTY OF KERN	BUS PLAN SM LOW RISK 1 UNIT, STATE SERVICE CHG-OVERSITE	189.00	189.00
7/13/2023	63165	CUSI	SENDGRID UNLIMITED EMAILS	100.00	100.00
7/13/2023	63166	GEI CONSULTANTS, INC.	GRANT ACQUISITION SUPPORT THROUGH: 05/26/2023	14,111.00	14,111.00
7/13/2023	63167	GREATAMERICA FINANCIAL SERVICES	KYOCERA LEASE AGREEMENTS	395.11	395.11
7/13/2023	63168	HAMNER JEWELL ASSOCIATES	UNDERGROUND WATER PIPELINE	12,788.58	12,788.58
7/13/2023	63169	IVR TECHNOLOGY GROUP	IVR FEES	247.65	247.65
7/13/2023	63170	KARL'S HARDWARE	MAINTENANCE	354.01	1,605.73
7/13/2023		KARL'S HARDWARE	SEWER	300.73	1,605.73
7/13/2023		KARL'S HARDWARE	WATER	950.99	1,605.73
7/13/2023	63171	KIMBALL MIDWEST	STOCK SUPPLIES	3,142.69	3,142.69
7/13/2023	63172	KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP	GENERAL BUSINESS THROUGH 06/19/2023	3,637.50	4,462.50
7/13/2023		KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP	ARSENIC CONSOLIDATION THROUGH 06/19/2023	825.00	4,462.50
7/13/2023	63173	LEGAL SHIELD	LEGAL SHIELD	21.95	21.95
7/13/2023	63174	OFFICE DEPOT BUSINESS SOLUTIONS LLC	SEATCOVERS, TOILET PAPERS, MULTIFOLD PAPERTOWELS, ETC.	347.57	358.38
7/13/2023		OFFICE DEPOT BUSINESS SOLUTIONS LLC	FILE PACKETS	10.81	358.38
7/13/2023	63175	P & J ELECTRIC, INC.	GRIT REMOVAL BAR SCREEN REPAIR	1,021.79	1,021.79
7/13/2023	63176	ROSAMOND CSD	2700 20TH ST	158.11	158.11
7/13/2023	63177	ROSAMOND CSD	3179 35TH ST W	3,718.30	3,718.30
7/13/2023	63178	ROSAMOND CSD	WWTP (PHYDRO)	185.01	370.02
7/13/2023		ROSAMOND CSD	SEWER PLANT B POND	185.01	370.02
7/13/2023	63179	ROSAMOND SOLAR, LLC	ENERGY SERVICE REVENUE	3,711.72	12,516.91
7/13/2023		ROSAMOND SOLAR, LLC	ENERGY SERVICE REVENUE	1,089.99	12,516.91
7/13/2023		ROSAMOND SOLAR, LLC	ENERGY SERVICE REVENUE	7,715.20	12,516.91
7/13/2023	63180	SANI-STAR	MAY 2023 SERVICE FEE	200.00	400.00
7/13/2023		SANI-STAR	JUN 2023 SERVICE FEE	200.00	400.00
7/13/2023	63181	SOUTHERN CALIF. EDISON	WELLS & TANKS	12,181.21	12,181.21
7/13/2023	63182	SOUTHERN CALIF. EDISON	2707 DIXIE ST (2700 20TH ST)	56.61	56.61
7/13/2023	63183	UMPQUA BANK	3542 (ATTACHMENT 3)	5,112.11	5,112.11
7/13/2023	63184	UMPQUA BANK	4038 ROSAMOND CSD GAS ACCOUNT	4,780.18	4,780.18
7/13/2023	63185	UMPQUA BANK	7121 (ATTACHMENT 4)	223.82	223.82
7/13/2023	63186	UMPQUA BANK	7744 (ATTACHMENT 5)	2,085.41	2,085.41
Report Total				<u>181,170.58</u>	

Rosamond Community Services District
Summary Check/Transaction Register
From 7/4/2023 Through 7/5/2023

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
7/5/2023	26133	Check	804.24
7/5/2023	26134	Check	854.24
7/5/2023	26135	Check	683.39
7/5/2023	26136	Check	512.54
7/5/2023	26137	Check	1,025.08
7/5/2023	26138		0.00
7/5/2023	26139	Check	2,848.21
7/5/2023	26140	Check	1,917.63
7/5/2023	26141	Check	3,220.16
7/5/2023	26142	Check	4,241.84
7/5/2023	26143	Check	2,050.29
7/5/2023	26144	Check	1,087.64
7/5/2023	26145	Check	1,739.68
7/5/2023	26146	Check	1,867.60
7/5/2023	26147	Check	2,800.54
7/5/2023	26148	Check	3,561.65
7/5/2023	26149	Check	2,052.10
7/5/2023	26150	Check	2,098.64
7/5/2023	26151	Check	2,123.90
7/5/2023	26152	Check	3,536.36
7/5/2023	26153	Check	1,676.21
7/5/2023	26154	Check	1,387.25
7/5/2023	26155	Check	3,032.21
7/5/2023	26156	Check	1,939.46
7/5/2023	26157	Check	2,350.45
7/5/2023	26158	Check	2,802.56
7/5/2023	26159	Check	2,505.99
7/5/2023	26160	Check	<u>2,947.91</u>
Report Total			<u><u>57,667.77</u></u>

PAYROLL 07/05/2023

Document Date	Document Number	Amount
7/5/2023	26134	854.24
7/5/2023	26135	683.39
7/5/2023	26136	512.54
7/5/2023	26138	0.00
7/5/2023	26139	2,848.21
7/5/2023	26140	1,917.63
7/5/2023	26141	3,220.16
7/5/2023	26142	4,241.84
7/5/2023	26143	2,050.29
7/5/2023	26144	1,087.64
7/5/2023	26145	1,739.68
7/5/2023	26146	1,867.60
7/5/2023	26147	2,800.54
7/5/2023	26148	3,561.65
7/5/2023	26149	2,052.10
7/5/2023	26150	2,098.64
7/5/2023	26151	2,123.90
7/5/2023	26152	3,536.36
7/5/2023	26153	1,676.21
7/5/2023	26154	1,387.25
7/5/2023	26155	3,032.21
7/5/2023	26156	1,939.46
7/5/2023	26157	2,350.45
7/5/2023	26158	2,802.56
7/5/2023	26159	2,505.99
7/5/2023	26160	<u>2,947.91</u>
Total Direct Deposit		55,838.45
7/5/2023	26133	804.24
7/5/2023	26137	<u>1,025.08</u>
Total Checks Issued		1,829.32
Total		<u>57,667.77</u>



UMPQUA BANK

ROSAMOND CSD
ROSAMOND CSD
Account Number: #### #### #### 3542



Account Summary

Billing Cycle		06/30/2023
Days in Billing Cycle		30
Previous Balance		\$2,142.63
Purchases	+	\$5,137.11
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$25.00
Payments	-	\$2,142.63
Other Charges	+	\$0.00
Finance Charges	+	\$0.00
NEW BALANCE		\$5,112.11

Credit Summary

Total Credit Line	\$50,000.00
Available Credit Line	\$44,887.89
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
- Go to www.umpquabank.com
- Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$5,112.11
MINIMUM PAYMENT	\$5,112.11
PAYMENT DUE DATE	07/26/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/31	06/01	PPLN01	24692163151107966815754	AMZN Mktp US*T40KK13A3 Amzn.com/bill WA	\$102.82
06/01	06/01	PPLN01	24692163152108262184571	AMZN Mktp US*N31M55HR3 Amzn.com/bill WA	\$25.97
06/01	06/02	PPLN01	24275393152900018583017	KERN DATA 888-8717205 CA	\$154.00
06/04	06/05	PPLN01	24431063155083330774015	AMZN MKTP US*2Y45J3AJ3 AM AMZN.COM/BILL WA	\$169.93
06/08	06/09	PPLN01	24431063159083305731517	AMZN MKTP US*OY0EC3673 AM AMZN.COM/BILL WA	\$27.27
06/12	06/13	PPLN01	24137463164001533364863	USPS PO 0566120560 ROSAMOND CA	\$257.65
06/13	06/14		74431063165207045700147	CREDIT VOUCHER	\$25.00
				TRI-STATE SEMINAR OAKLAND CA	
06/15	06/15	PPLN01	24204293166000078007429	MSFT * E0100NRA6N 800-6427676 WA	\$529.00
06/15	06/15	PPLN01	24430993166400816000630	MSFT * E0100NRBDH MSBILL.INFO WA	\$190.00
06/15	06/16	PPLN01	24055233166014000615924	IDVILLE 866-438-4553 MI	\$85.40
06/14	06/16	PPLN01	24717053166261664294775	SO PT HOTEL AND CASINO 702-7967111 NV	\$100.57
06/14	06/16	PPLN01	24717053166261664294866	SO PT HOTEL AND CASINO 702-7967111 NV	\$100.57
06/15	06/16	PPLN01	24231683166014000314653	CALPERS CVENT 916-795-3433 CA	\$449.00

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



Account Number
3542

Check box to indicate
name/address change
on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
06/30/23	\$5,112.11	\$5,112.11	07/25/23

\$ []

ROSAMOND CSD
3179 35TH STREET WEST
ROSAMOND CA 93560-3929



MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

ROSAMOND CSD
 ROSAMOND CSD
 Account Number: ##### 3542



Cardholder Account Summary Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/19	06/20	PPLN01	24692163170103116321253	AMZN Mktg US*9Z4P28D23 Amzn.com/bill WA	\$17.31
06/22	06/23	PPLN01	24137463174001567651900	USPS PO 0566120560 ROSAMOND CA	\$13.64
06/26	06/26		000000LBX2306269418007	PAYMENT - THANK YOU	\$2,142.63-
06/27	06/28	PPLN01	24011343178000037695779	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.99
06/27	06/28	PPLN01	24692163179109995410969	AWWA EVENTS 303-794-7711 CO	\$435.00
06/27	06/28	PPLN01	24692163179109995410977	AWWA EVENTS 303-794-7711 CO	\$435.00
06/27	06/28	PPLN01	24013393178003122201423	WATEREUSE ASSOCIATION 571-4455502 VA	\$675.00
06/27	06/28	PPLN01	24013393178003122201415	WATEREUSE ASSOCIATION 571-4455502 VA	\$675.00
06/27	06/28	PPLN01	24013393178003122201407	WATEREUSE ASSOCIATION 571-4455502 VA	\$675.00
06/28	06/29	PPLN01	24430993180400900240821	DNH*GODADDY.COM https://www.g AZ	\$2.99

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$5,112.11
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00

* Periodic Rate (M)=Monthly (D)=Daily

** includes cash advance and foreign currency fees

¹ FCM = Finance Charge Method

Days in Billing Cycle: 30

APR = Annual Percentage Rate

(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



UMPQUA BANK

ROSAMOND CSD

Account Number: #### #### #### 7121



Account Summary

Billing Cycle		04/30/2023
Days In Billing Cycle		30
Previous Balance		\$333.49
Purchases	+	\$387.53
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$740.00-
Payments	-	\$333.49-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$(352.47)

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$10,000.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries



Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485



Go to www.umpquabank.com



Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$(352.47)
MINIMUM PAYMENT	\$0.00
PAYMENT DUE DATE	05/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/03	04/04	PPLN01	24628013093000151559153	PILOT_01094 TEHACHAPI CA	\$77.18
04/10	04/11	PPLN01	24692163100100732037052	LOVE'S #392 TEHACHAPI CA	\$78.95
04/17	04/17		0000000LBX2304175826006	PAYMENT - THANK YOU	\$333.49-
04/17	04/18	PPLN01	24692163107106285983520	LOVE'S #392 TEHACHAPI CA	\$77.27
04/20	04/21	PPLN01	24692163111108802282836	LOVE'S #392 TEHACHAPI CA	\$78.59
04/24	04/25		74493983114286357600083	CREDIT VOUCHER	\$740.00-
				ASSOCIATION OF CALIFORNI 9164414545 CA	
04/27	04/28	PPLN01	24692163118104332570744	LOVE'S #392 TEHACHAPI CA	\$75.54

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number

7121

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

04/30/23

New Balance

\$(352.47)

Total Minimum Payment Due

\$0.00

Payment Due Date

05/25/23

\$



ROSAMOND CSD
3179 35TH STREET WEST
ROSAMOND CA 93560-5929



24281

MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

25 0008 7121 0000 0000 00000000 00000000 0



UMPQUA BANK

ROSAMOND CSD
Account Number: #### #### ## 7121



Account Summary

Billing Cycle		05/31/2023
Days In Billing Cycle		31
Previous Balance		\$(352.47)
Purchases	+	\$276.39
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$(76.08)

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$10,000.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485

Go to www.umpquabank.com

Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$(76.08)
MINIMUM PAYMENT	\$0.00
PAYMENT DUE DATE	06/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/04	05/05	PPLN01	24692163125100008789009	LOVE'S #392 TEHACHAPI CA	\$76.44
05/11	05/12	PPLN01	24692163132105562378445	LOVE'S #392 TEHACHAPI CA	\$71.78
05/18	05/19	PPLN01	24692163139101182786524	LOVE'S #392 TEHACHAPI CA	\$76.16
05/24	05/25	PPLN01	24692163145102955245807	LOVE'S #392 TEHACHAPI CA	\$37.01
05/24	05/25	PPLN01	24055233144400315446393	PP*JEFF&APOS S NOTARY PUB ROSAMOND CA	\$15.00

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number
7121

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
05/31/23	\$(76.08)	\$0.00	06/25/23

\$

[Amount Enclosed Field]

ROSAMOND CSD
3179 35TH STREET WEST
ROSAMOND CA 93560-6929



MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

25 0008 7121 0000 0000 00000000 00000000 0



UMPQUA BANK

ROSAMOND CSD

Account Number: ##### 7121



Account Summary

Billing Cycle		06/30/2023
Days in Billing Cycle		30
Previous Balance		\$(76.08)
Purchases	+	\$299.90
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$223.82

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,776.18
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485

Go to www.umpquabank.com

Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$223.82
MINIMUM PAYMENT	\$223.82
PAYMENT DUE DATE	07/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/05	06/06	PPLN01	24692163156102279747955	LOVE'S #392 TEHACHAPI CA	\$71.50
06/13	06/14	PPLN01	24692163165108866200182	LOVE'S #392 TEHACHAPI CA	\$76.12
06/20	06/21	PPLN01	24692163172104487735939	LOVE'S #392 TEHACHAPI CA	\$76.38
06/27	06/28	PPLN01	24692163179100104324936	LOVE'S #392 TEHACHAPI CA	\$75.90

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



UMPQUA BANK

Account Number

7121

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

06/30/23

New Balance

\$223.82

Total Minimum Payment Due

\$223.82

Payment Due Date

07/25/23

\$



MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

ROSAMOND CSD
3179 35TH STREET WEST
ROSAMOND CA 93560-5929



14817

25 0008 7121 0000 0000 00000000 00000000 0



UMPQUA BANK

ROSAMOND CSD
Account Number: ##### 7744



Account Summary

Billing Cycle		06/30/2023
Days In Billing Cycle		30
Previous Balance		\$1,324.99
Purchases	+	\$2,085.41
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$1,324.99
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$2,085.41

Credit Summary

Total Credit Line	\$5,000.00
Available Credit Line	\$2,914.59
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485

Go to www.umpquabank.com

Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$2,085.41
MINIMUM PAYMENT	\$2,085.41
PAYMENT DUE DATE	07/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/31	06/01	PPLN01	24692163151108027100715	AMZN Mktp US*622D84TP3 Amzn.com/bill WA	\$17.47
06/02	06/04	PPLN01	24492153153743549817882	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$14.99
06/12	06/13	PPLN01	24692163163107828351432	SQ *DE LEON AUTO GLASS Lancaster CA	\$235.00
06/19	06/20	PPLN01	24717053171731717714311	CALIFORNIA TOOL WELDING LANCASTER CA	\$101.02
06/19	06/20	PPLN01	24492153170743193989440	LINDE GAS & EQUIPMENT INC DANBURY CT	\$96.93
06/26	06/26		0000000LBX2306269418006	PAYMENT - THANK YOU	\$1,324.99
06/28	06/30	PPLN01	24388943180627106088383	CLARK & HOWARD TOWING LANCASTER CA	\$1,620.00

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



Account Number
7744

Check box to indicate
name/address change
on back of this coupon

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
06/30/23	\$2,085.41	\$2,085.41	07/25/23

AMOUNT OF PAYMENT ENCLOSED

\$

ROSAMOND CSD
3179 35TH STREET WEST
ROSAMOND CA 93560-6828



MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPB
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

25 0005 7744 0000 0000 00000000 00000000 0

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

6:00 PM Regular Board Meeting
Wednesday, July 12, 2023
District Board 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 6:00 PM by President Glennan.

ROLL CALL

Director Greg Washington	Present
Director Alfred Wallis	Present
Director Rick Webb	Present
Vice President Ben Stewart	Teleconference
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.	Teleconference

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

GM Domingo announced due to circumstances that could have not been reasonably foreseen by the Board that requires immediate attention and possible action by the Board and that made it impracticable to provide notice, add NB 2 Retroactive Approval of Second Amendment to Power Purchase Agreement with SSI Rosamond Solar, LLC to the agenda.

A motion was made to approve the agenda with the addition of NB 2 by Director Webb and seconded by Director Wallis.

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.)

Emily Smith representing Rosamond Municipal Advisory Council stated she was here to support the District.

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

CONSENT CALENDAR

CC 1 Review of the check/voucher register dated June 20, 2023 through July 3, 2023 I (Direct Deposit) dated June 21, 2023 Payroll I (Checks) dated June 21, 2023 I Payroll (Checks) dated June 28, 2023

A motion to approve CC1 was made by Director Stewart and seconded by Director Webb.

Motion passed 5/0, all ayes.

MINUTES

M 1. Approve June 28, 2023 Regular Board Meeting Minutes.

A motion to approve M1 was made by Director Washington and seconded by Director Wallis.

Motion passed 5/0, all ayes.

NEW BUSINESS

N B 1. Approve Non-Profit Activity on District Property - East Kern Economic Alliance Meeting July 13, 2023 2:00 -3:30 PM (Kim Domingo, presenter)

Richard Chapman of East Kern Economic Alliance (EKEA) contacted District staff regarding the use of the board room for an EKEA membership meeting to be held on July 13, 2023 from 2:00 – 3:30 PM. EKEA has a non-profit foundation that meets our requirements of a non-profit, 501 (c) 3 entity. They have also provided verification of required liability insurance. District policy requires Board approval for any request by an outside organization wishing to use District facilities. District costs are minimized due to the event being held during regular business hours.

A motion to approve the use of the District board room on July 13, 2023 by East Kern Economic Alliance was made by Director Webb and seconded by Director Washington.

Motion passed 5/0, all ayes.

N B 2. Retroactive Approval of Second Amendment to Power Purchase Agreement with SSI Rosamond Solar, LLC.

This item references the April 26, 2023 Board approval of a consent to assignment and equipment subordination for the Water Reclamation Facility solar project.

The consent allows SSI Rosamond Solar to obtain financing for the installed equipment. SSI did not achieve a commercial operations date (COD) as initially required but did achieve a COD on May 18, 2023. In order to approve the financing, the lender requires the corrected COD. This Second Amendment identifies the Target COD and COD as May 18, 2022.

The District was made aware of the need for the execution of the amendment by July 7 on July 3rd. Since the Board had already approved the Consent and that document relied upon the corrected COD date in the Power Purchase Agreement (PPA), your General Manager executed the Second Amendment to the PPA since the only effect on the PPA was the correction of the COD date. Therefore, a retroactive approval of the Second Amendment to the PPA is requested.

A motion to retroactively approve the Second Amendment to the Power Purchase Agreement with SSI Rosamond Solar, LLC correcting the commercial operations date as stated was made by Director Webb and seconded by Director Wallis.

Motion passed 5/0, all ayes.

PRESENTATIONS

PR 1. Water Reclamation Plant Project Update.

GM Domingo reported that plant construction is scheduled to be completed at month end.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Washington – Gave kudos to the District Newsletter content.

Director Wallis – Kudos to the District Newsletter. He shares the information with the RMAC.

VP Stewart – Attended the recent AVEK meeting. His take away from the meeting was appreciation of the relationship with the RCSD District GM and Director of Administration.

The District staff has received an invitation to the Mission Clay Pipe Open House.

Director Webb – gave kudos to the billing staff. He encouraged other Directors to take RCAC online training classes .

GENERAL COUNSEL UPDATE

John Komar, Esq

No report

GENERAL MANAGER UPDATE

Kim Domingo reported on the following:

- 1) Diamond Street Property received two inquiries. Staff is in the process of obtaining demolition quotes.
- 2) 20th Street property – Staff met with a potential renter and is pursuing a possible lease.
- 3) Upcoming Blood Drive on August 3rd.

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported on the following:

- 1) 47 actual Shutoffs were completed on June 6th
Only 9 shutoffs were completed today 7/12 (4 regular non-payments, 5 payment arrangements were broken)
- 2) We have 4 Payment Arrangements that have been paid in full.
Approximately 48 current payment arrangements remain on file
- 3) We have received notice of one LIWAHP payment in the amount of \$629.67.
Total LIHWAP paid to RCSD customers to date is \$4324.91
- 4) Our Finance team has been busy gearing up to close out the previous fiscal year. They also continue to work with the auditors to provide requested documentation.
- 5) Red Cross Blood Drive reminder – Aug 3rd 12-6:00 PM in the Board Room.
It is suggested to make an appointment.

PUBLIC WORKS UPDATE

GM Domingo reviewed the Public Works Field Operations Report for the period of June 21st to July 6th.

ADJOURNMENT

A motion to adjourn at 6:29 PM was made by Director Webb and seconded by Director Washington.
Motion passed 5/0, all ayes.

*Rosamond Community Services District
Regular Board Meeting – Minutes
Wednesday, July 12, 2023 @ 6:00PM*

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

RCSD Board Secretary

STAFF REPORT

Rosamond Community Services District

DATE: July 19, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Resolution 2023-12 Amending Ordinance 92-6 to Establish a Policy Providing for Water and Sewer Connection for Accessory Dwelling Units

RECOMMENDATION:

Approve Resolution 2023-12 adopting a policy regarding water connection, water acquisition, sewer connection and water conservation fees for Accessory Dwelling Units.

BACKGROUND:

In response to a statewide housing shortage, the State of California has enacted several pieces of legislation to encourage the development of Accessory Dwelling Units (ADUs). An ADU is accessory to a primary residence and has complete independent living facilities for one or more persons. To assist local agencies with their responsibilities with relation to the ADU laws, the California Department of Housing and Community Development has prepared a handbook.

The District does not currently have a policy regarding how an ADU may be connected to District services. Staff consulted the handbook to establish the proposed policy. The District intent is to fully follow state law while protecting the interests of its current customers.

Ordinance 92-6 and its subsequent modifications via ordinance and resolution establishes the requirements for connection to the District. The resolution amends the ordinance so that ADU's are addressed in a manner which is consistent with State law and does not supersede any previous policy adoption in effect.

ANALYSIS:

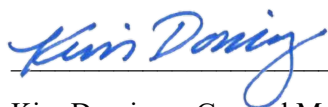
The policy fairly treats ADU's with minimal impact to existing customers and complying with state law.

FISCAL REVIEW:

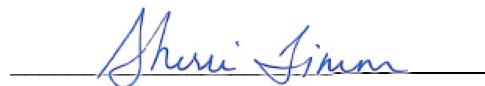
None

CONCLUSION:

A policy is needed to address upcoming developments considering an ADU component.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Resolution 2023-12 with attached Exhibit 1

**ROSAMOND COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2023-12**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSAMOND COMMUNITY SERVICES DISTRICT
AMENDING ORDINANCE 92-6 TO ESTABLISH A POLICY
FOR THE CONNECTION OF ACCESSORY DWELLING
UNITS TO WATER AND SEWER SERVICES**

WHEREAS, the Rosamond Community Services District (“District”) is a public agency of the State of California formed by the Community Services District Law under Section 61000 et seq. of the Government Code; and

WHEREAS, pursuant to Section 61045(g) of the Government Code, the Board of Directors shall adopt policies for the operation of the District including, but not limited to, administrative, finance, operation and personnel policies; and

WHEREAS, the State of California has adopted legislation encouraging the development of Accessory Dwelling Units in response to a statewide housing shortage; and

WHEREAS, the District does not have a policy to specifically address Accessory Dwelling Units and the associated fees required to connect to the water and sewer systems; and

WHEREAS, portions of Ordinance 92-6, which establish the District's policies, rules, and regulations with respect the operation of and connection to water and sewer services, was last modified by Resolution 2023-2, dated April 12, 2023, pending passage of a new ordinance that addresses water and sewer use; and

WHEREAS, the Board desires to amend Ordinance 92-6 to establish a policy for the connection of Accessory Dwelling Units to water and sewer services and comply with State law.

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

1.0. Modification of Existing Policy. Ordinance 92-6 is amended to include:

A. Under Section 1.04, Definitions: “WW. “Accessory Dwelling Units (ADU)” means a structure accessory to a primary residence that has complete independent living facilities for one or more persons. The ADU may be constructed after or concurrent with the primary residence. The policy for the calculation and application of water connection, water acquisition, sewer connection and conservation fees for an ADU are found in Exhibit B.”

B. Exhibit 1: “Ordinance 92-6, Exhibit B, Policy for the Calculation and Application of Water Connection, Water Acquisition, Sewer Connection and Conservation Fees”

2.0. Severability. If any section, subsection, clause or phrase in this Resolution is for any

reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

- 3.0. Effective Date. This Resolution shall become effective immediately upon its adoption.
- 4.0 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.
- 5.0 Force and Effect. This Resolution supersedes any previous resolutions which are in direct conflict.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rosamond Community Services District held this 26th day of July, 2023.

By: _____
Board of Directors
Rosamond Community Services District

ATTEST:

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

“EXHIBIT 1”

Ordinance 92-6
Exhibit B

Policy for the Calculation and Application of Water Connection,
Water Acquisition, Sewer Connection and Conservation Fees
for Accessory Dwelling Units

Reference

An Accessory Dwelling Unit (ADU) is defined under Section 1.04.WW.

Proportional Impact

The following calculation shall be used to determine the proportional impact of the ADU on the water and sewer systems:

For parcels with an existing single family dwelling:

$$PI = SF(ADU) / SF(SFD), \text{ where}$$

SF(ADU) = ADU square footage, and

SF(SFD) = Single family dwelling square footage

For parcels with an existing multi-family dwelling:

$$PI = SF(ADU) / SF(MFU), \text{ where}$$

SF(ADU) = ADU square footage, and

SF(MFU) = the multi family unit average square footage for a single unit

Fee Calculation

A Water Acquisition Fee due to the Antelope Valley Groundwater Adjudication shall be charged for the ADU using the following formula:

Water Acquisition Fee = $PI \times 0.43 \times \$13,000$, for parcels with an existing single family dwelling

Water Acquisition Fee = $PI \times 0.24 \times \$13,000$, for parcels with an existing multi-family dwelling

A Water Connection Fee shall be charged for the ADU using the following formula:

$$\text{Water Connection Fee} = PI \times \$13,159.32$$

A Sewer Connection Fee shall be charged for the ADU using the following formula:

$$\text{Sewer Connection Fee} = PI \times \$9,274.19$$

A Conservation Fee shall be charged for the ADU using the following formula:

Conservation Fee = $PI \times \$1,650$, for parcels with an existing single family dwelling

Conservation Fee = $PI \times \$1,545$, for parcels with an existing multi-family dwelling

Exemptions

For those ADU's that are less than or equal to 750 square feet and meet both of the following conditions, no Water Connection Fee, Sewer Connection Fee, or Conservation Fee shall be charged:

1. The ADU is served by an existing water meter and sewer lateral serving the existing single family dwelling or multi-family dwelling.
2. The ADU is not constructed concurrently with a new single family dwelling or multi-family dwelling. The District shall determine concurrence on a case-by-case basis. A developer shall not be allowed to circumvent the intent of the fee exemption by delaying the construction of the ADU that was planned concurrently with the new construction.

For those ADU's that are greater than 750 square feet and meet both of the following conditions, no Water Connection Fee or Sewer Connection Fee shall be charged:

1. The ADU is served by an existing water meter and sewer lateral serving the existing single family dwelling or multi-family dwelling.
2. The ADU is not constructed concurrently with a new single family dwelling or multi-family dwelling. The District shall determine concurrence on a case-by-case basis. A developer shall not be allowed to circumvent the intent of the fee exemption by delaying the construction of the ADU that was planned concurrently with the new construction.

STAFF REPORT

Rosamond Community Services District

DATE: July 26, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approval of Master Services Agreement 2023-1 (KJ), Task Order 2023-1 (KJ) – Urban Water Management Plan Update Services, and Task Order 2023-2 (KJ) – Plan Check Services with Kennedy Jenks

RECOMMENDATION:

Approve the Master Services Agreement with Kennedy Jenks and the associated Task Order scopes for the 2020 Urban Water Management Plan Update Services and the On-call Plan Check Services, subject to Counsel Review and Authorize General Manager to Execute.

BACKGROUND:

The Master Services Agreement (MSA) with Kennedy Jenks provides for consultant services to be performed on a Task Order basis. The terms of the agreement are memorialized during the contract life, streamlining the authorization process for the consultant and staff. Staff has negotiated terms with the consultant that are satisfactory to the consultant and the District. Staff recommends an MSA term of three (3) years.

On July 20, 2021, the District entered into Work Order No 2021-1 with Kennedy Jenks for the Urban 2020 Urban Water Management Plan, for an amount not to exceed \$85,620. There were three optional tasks included in the Work Order to provide “As-Needed Services”, “Estimate Water Conservation Needed”, and “2024 UWMP Supplement”, for the total amount of \$23,140. Task Order 2023-1 (KJ) authorizes these optional tasks.

Kennedy Jenks has provided plan check services for Public Works under Work Order No 2018-5, authorized on May 1, 2018 and amended in 2021. Public Works staff desires to retain these services under the Task Order 2023-2 (KJ) at a time-and-materials basis not to exceed \$20,000.

ANALYSIS:

The consultant services are needed to finish the 2020 Urban Water Management Plan and provide professional review of water and sewer improvement plans submitted by developers. Kennedy Jenks has provided these services in a competent manner to date.

FISCAL REVIEW:

The costs for Task Order 2023-1 (KJ) will be budgeted under 01-65000 and the cost for Task Order 2023-2 will be split among 01-65000 and 02-65000.

LEGAL REVIEW:

Counsel has reviewed the Master Services Agreement.

CONCLUSION:

Approval is recommended.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Master Services Agreement
Scope for Task Order 2023-1
Scope for Task Order 2023-2

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”), with an effective date of July 26, 2023 is by and between Rosamond Community Services District (“District”) 3179 35th St W, Rosamond, CA 93560 and Kennedy Jenks (“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 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 July 26, 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 Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required Business Licenses, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-contractors who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of any work or projects effected by the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly prohibited by Consultant from performing the Services and shall not be reemployed to perform any of the Services.

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 proposals, 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. FORCE MAJEURE

8.1 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.

9. CONFIDENTIALITY

9.1 All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

9.2 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.

10. RIGHTS IN DATA

10.1 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.

11. INSURANCE AND INDEMNITY

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

11.1 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.

11.2 Each party shall defend, indemnify and hold harmless, the other Party and the other Party's Agents from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise) and causes of action (whether legal or equitable in nature) (collectively, "Claims") arising out of incident to any negligent acts, omissions or willful misconduct of the indemnifying Party and the indemnifying Party's Agents arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees, expert witness fees, and other related costs and expenses.

11.3 Hazardous Materials Indemnification. In addition to Consultant's indemnification obligations set forth herein, Consultant expressly agrees to and hereby does indemnify, defend and hold harmless District and District's Agents, and their respective heirs, successors, and assigns, from and against any Claims, resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any such materials to or from, the Property/Jobsite. stated in the Work Order in violation of applicable Environmental Laws, whenever discovered and/or (ii) the environmental, soils, or physical condition of the Property/Jobsite, and/or (iii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the presence, use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property/Jobsite whenever discovered, to the extent such Claims result from, arise from, or are based upon actions or inactions occurring during the pendency of this Agreement. This indemnity shall include, without limitation, any Claims for personal injury including sickness, disease or death, tangible or intangible property damage, compensation or lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment. This indemnity shall not include any Claim directly resulting from, arising out of, or based upon the grossly negligent activities of District or District's Agents. This indemnity shall survive termination and expiration of this Agreement.

12. SUSPENSION

12.1 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.

13. TERMINATION

13.1 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.

14. NOTICE

14.1 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: General Manager Email: <u>kdomingo@rosamondcsd.com</u>	Attn: _____ Email: _____

15. SURVIVAL OF CONTRACT TERMINATION

15.1 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.

16. MISCELLANEOUS

16.1 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.

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

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

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 **\$2,000,000** per occurrence or claim, **\$2,000,000** 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.

**ROSAMOND COMMUNITY SERVICES DISTRICT
(RCSD) PLAN CHECK SCOPE OF SERVICES**

Project Description:

Kennedy/Jenks will perform Plan Check Services per the Scope of Work provided herein.

Key Staff:

David Ferguson, Ph.D., P.E.

Principal-In-Charge

Rachel Druffel-Rodriguez, P.E.

Project Manager

Ray Lyons, P.E.

Plan Check Reviewer

Compensation:

The total not-to-exceed fee for Plan Check Services is \$20,000.

SCOPE OF WORK – PLAN CHECK SERVICES

Task 1 – Data

Kennedy/Jenks will perform as-needed plan checking services of various developer or capital improvement projects. Services will include a review of planning reports, preliminary design reports, improvement plans, specifications, technical memoranda, cost estimates, easement documents and shop drawings for both onsite and offsite facilities. These facilities will generally include water and/or sewer pipelines, but may include related facilities such as booster pumping stations or sewer lift stations. Kennedy/Jenks can also assist the District by verifying that all the conditions have been fulfilled prior to construction including recordation of grant deeds and easements.

Task 2 – Developer Meetings

At RSCD's request, Kennedy/Jenks will attend as-needed meetings with the developers to discuss various project issues and comments. It is assumed that meeting minutes will be prepared by the Developer; however, Kennedy/Jenks will review the comments for completeness and accuracy.

Task 3 – Project Management and QA/QC

This task addresses the management responsibilities associated with proper scheduling, budget control, invoice preparation and coordination with RCSD and the Kennedy/Jenks team members.

COMPENSATION – PLAN CHECK SERVICES

Kennedy/Jenks will perform as-needed plan checking services of various developer or capital improvement projects with monthly billing in accordance with the attached Custom Schedule of Rates.

Client/Address: Rosamond Community Services District (RCSD)
3179 35th Street West
Rosamond, CA 93560

Contract/Proposal Date: May 12, 2023

Custom Schedule of Charges

Date: July 1, 2022

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$145
Engineer-Scientist-Specialist 2	\$175
Engineer-Scientist-Specialist 3	\$195
Engineer-Scientist-Specialist 4	\$215
Engineer-Scientist-Specialist 5	\$235
Engineer-Scientist-Specialist 6	\$255
Engineer-Scientist-Specialist 7	\$275
Engineer-Scientist-Specialist 8	\$295
Engineer-Scientist-Specialist 9	\$315
CAD-Technician	\$135
Senior CAD-Technician	\$150
CAD-Designer	\$165
Senior CAD-Designer	\$180
Project Assistant	\$135
Administrative Assistant	\$115
Aide	\$95

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus five percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective May 12, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

**ROSAMOND COMMUNITY SERVICES DISTRICT
2020 URBAN WATER MANAGEMENT PLAN SCOPE**

Project Description:

Kennedy/Jenks will perform Project Management, Data Collection and Background Information, Water Shortage Contingency Plan, 2020 UWMP Update, and Document UWMP, WSCP and Seismic Plan for the development of the 2020 UWMP Update per the Scope of Work provided herein.

Key Staff:

Sachi Itagaki, P.E.	Principal-In-Charge
Rachel Druffel-Rodriguez, P.E.	Project Manager
Meredith Clement, P.E.	QA/QC

Compensation:

The total not-to-exceed fee for Optional Tasks 6.1, 6.2 and 6.3 is \$23,140.

July 8, 2021

Brach Smith
Public Works Manager
Rosamond Community Services District
3179 35th Street West
Rosamond, CA 93560

Subject: Proposal to Provide Professional Services for the Development of Rosamond Community Services District's 2020 Urban Water Management Plan Update

Dear Brach:

Kennedy Jenks (KJ) is pleased to submit this updated proposed scope of work, updated schedule, and fee schedule to assist in the development of Rosamond Community Services District's (District) 2020 Urban Water Management Plan (UWMP) Update. As mentioned in our Statement of Qualifications, our approach to updating your UWMP is to focus on the key sections of demand projections and water supply reliability, realizing that the 2020 UWMP brings new requirements, just as it did in 2015. Therefore, our team will also focus on Making Conservation a California Way of Life requirements, enhanced water shortage contingency planning, seismic risk assessments, drought planning, and reporting on water loss standards and water demand reduction targets.

Thank you for considering us for this work. We look forward to discussing this important project with you and answering any questions you may have about our qualifications, experience and approach to serving your needs.

We look forward to providing assistance to the District on this important compliance project. Please contact Sachi Itagaki at (650) 852-2817 if you have any questions.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Rachel Druffel-Rodriguez
Project Manager



Sachi Itagaki
Principal-In-Charge

Scope of Work

The following Scope of Work is proposed to develop your 2020 UWMP Update.

Task 1 – Project Management, QA/QC and Meetings

Task 1.1 – Project Management and QA/QC

Rachel Druffel-Rodriguez, KJ's Project Manager, will coordinate resources and staff dedicated to this project to complete the 2020 UWMP Update and prepare and submit invoices on a monthly basis. Rachel will work closely with Sachi Itagaki, bringing her extensive experience in producing UWMPs to provide insight, timely oversight, and feedback as to DWR policy and requirements. Sachi will also act as a quality reviewer to make sure information is conveyed clearly.

Meredith Clement sits on the DWR Guidebook Committee and she will provide overall QA/QC to ensure all efforts are consistent with the DWR 2020 Guidebook (*finalized in March 2021*) for urban plans including voluntary items. Additionally, both Meredith and Sachi are very familiar with other related planning activities that may impact the 2020 UWMP planning effort and particularly planning efforts that may impact the eligibility and competitiveness of future grant opportunities. Therefore, our team will also anticipate, and convey to the District, any new policies and/or regulations throughout the UWMP development that may require additional effort or discussion.

Task 1.2 – Project Kick-off Meeting

KJ proposes a kick-off meeting to discuss the District's expectations for the project, review District provided information, request additional information, review timelines, and establish communication protocols for the project. The meeting will also be used to establish procedures for communication with District staff and neighboring water agencies as appropriate. KJ will prepare an agenda for the kick-off meeting. After the kick-off meeting, KJ will prepare meeting notes, which will be provided to the District for review. District's comments will be incorporated, and the notes will be finalized.

Task 1.3 – Attend Meetings and Public Hearing

KJ shall attend up to two (2) meetings with the District Board of Directors and/or District staff to review the 2020 UWMP Update. One (1) meeting is anticipated to be a coordination meeting and the second (2) is the required public hearing.

Task 1 Assumptions:

- The kick-off meeting is budgeted a virtual conference call/webcast due to COVID-19.
- Two (2) virtual conference calls are budgeted. Attendance at additional meetings may require additional budget.

Task 1 Deliverables:

- Monthly invoices in electronic (PDF) format.
- Agenda and notes for meetings and calls in MS Word format to facilitate review and comment. After each meeting and call, meeting notes, which will be provided to District for review. District's comments will be incorporated, and the notes will be finalized.
- Presentation slides for the Public Hearing

Task 2 – Data Collection and Background Information

KJ will review background information regarding the District's service area, water supply, water demand, and water policies. The objective of this task is to gather available data necessary to satisfy the known requirements of the 2020 UWMP as well as to update information from the 2015 UWMP and the Kern County Integrated Regional Water Management Plan (IRWMP) updated in 2020. KJ will review this information, identify gaps in what is needed to meet the 2020 UWMP requirements, and will provide a list of the data necessary to complete this effort.

Task 2 Assumptions:

- The information to be collected will be a combination of files KJ already has access too, and the requested readily available information from District.
- District will provide the information noted in electronic form (mpk for GIS, .doc, .xls, or PDF).

Task 2 Deliverables:

- Data Collection Form in electronic MS Word format

Task 3 Water Shortage Contingency Plan

As required under the new UWMP guidelines, a Water Shortage Contingency Plan (WSCP) will be prepared as a separate document and incorporated into the 2020 UWMP. KJ will prepare the District's WSCP integrating components from relevant sections of the 2015 UWMP, information updates, and the new State requirements to produce a separate plan document. The purpose of the WSCP is to prepare for drought, water supply reductions, failure of a water distribution system, other emergencies, or regulatory statutes, rules, regulations or policies reducing water supplies by state and federal agencies. The WSCP also provides the basis for the Water Shortage Assessment Report, due annually beginning on June 1, 2022.

The WSCP is anticipated to include the following main elements:

- Description of plan coordination with local and regional suppliers and other planning.
- Authorization/criteria for water shortage stages
- Annual water budget forecast process and assessment, consisting of a methodology, process, and timeline for conducting the District's required Annual Water Budget. The proposed water budget will use a list of indicators that should be reviewed to determine if a water supply shortage is anticipated in any given year, the severity of the shortage, and the necessary level of response.
- Evaluation of six (6) water supply shortage stages, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.
- Shortage response actions, including short-term supply augmentation actions and operational changes, voluntary and mandatory conservation actions, enforcement and variance, fines, allocation surcharges and monetary assessments, and appeals and variances
- Revenue and rate impacts
- Monitoring and reporting requirements
- Implementation resources including authorities, communications plan, public outreach, ordinances, and enforcement

Utilizing the information developed above, KJ will prepare an electronic copy of the Administrative Draft of the Water Shortage Contingency Plan for review and comment by the District. We have assumed there will be one, consolidated set of comments from the District on the Administrative Draft. Following review and incorporation of comments, KJ will prepare a Draft Plan. The Draft Plan will be provided in electronic and hardcopy format.

KJ will work with the District to determine appropriate revisions to the Draft Plan based on comments received. It is assumed the Draft Plan will undergo only one round of revisions to create a Final Plan.

Task 3 Assumptions:

- District comments will be consolidated into a single set of comments for each Draft.
- District will adopt the WSCP before submittal of the UWMP to DWR in compliance with the UWMP Act.

Task 3 Deliverables:

- Administrative Draft and Draft Water Shortage Contingency Plan in Word and PDF format
- Final Water Shortage Contingency Plan in PDF format

Task 4 – Prepare 2020 UWMP Update

The District's 2020 UWMP will be prepared to meet the applicable State requirements. The adopted UWMP is due to DWR by July 1, 2021. *Based on the notice to proceed for this effort, and the required time to develop the plan and provide the public a 60-day notice period, the July 1, 2021 deadline will not be met.*

The State released the final guidelines in March 2021. The following subject areas have traditionally been included in the UWMP but may be modified by the expanded requirements as described in DWR's 2020 UWMP Guidelines:

Task 4.1 Service Area and System Water Use

KJ will update the existing description of the District's service area to satisfy the requirements of the Urban Water Management Planning Act and subsequent amendments. Land use, population and water use estimates by sector and projections (including those for low-income residential demands), and service area mapping will be updated based on District-provided information, as well as land use and population data collected and calculated by the KJ Team. Demand and population projections will be based on the District's 2019 Draft Water System Master Plan. In addition, the demand projections will display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area. We assume that the District has data to support water use efficiency implementation of demand management measures which will aid in this analysis. Population and water demand projections will be presented in 5- year increments for a 25-year period (2020 to 2045).

Included in the 2020 UWMP will be the reporting of distribution system water loss for each of the five years preceding the plan update. It is assumed that District staff will provide the 2016 – 2020 water

audit/loss reports to meet the distribution system water loss audit reporting requirement. KJ will review the audit information, provide comments as needed, and incorporate it into the Plan.

In previous UWMPs, the District was required to establish a baseline water use and set target water use goals for 2015 and 2020. In the 2020 UWMP the District must demonstrate its actual water use, as compared to the previously established 2020 target. Based on information provided by the District, KJ will review, update, and document the data and methods used to establish baseline, target, and actual gallons per capita per day use within the framework of the SB X7-7 Verification Form. Based on the analysis in the 2020 Water Demand Factors Analysis and the 2015 UWMP, it appears the District will meet the 2020 target.

Task 4.2 Water Resources and Supply Outlook

KJ will work with District staff to collect, review, update, and format information related to the existing description of the District's system water supplies including, local groundwater, recycled water and surface water if applicable.

The description of existing and future supplies will come from the 2015 UWMP with District updates and will be updated to include calendar year 2020 production projected through 2045. The supply reliability analysis will compare the District's projects supply and demands for the average water year, single dry water year, and multiple dry water years (defined for the 2020 UWMP as a 5-year period) through 2045.

Task 4.3 Climate Change Impacts and Drought Risk Assessment

DWR encourages UWMPs to consider the impacts of climate change and including a discussion of climate change will increase the District's competitiveness in grant programs. KJ proposes working in coordination with District staff to provide a summary of climate change impact analyses performed by DWR in its Accessory Climate Change Guidance for Integrated Regional Water Management (IRWM), and the Climate Change Vulnerability Checklist prepared in the Kern County IRWMP.

This discussion of climate change impacts will be used as part of the required Drought Risk Assessment. As in the past, water suppliers will be required to include an assessment of the reliability of water supplies during normal, dry, and multiple dry water years as compared to demand. UWMPs are now to include a comparison of supplies and demands for a drought lasting five consecutive water years. KJ proposes using historical drought hydrology (e.g. past changes in supplies and demands during drought), and plausible changes due to climate change conditions, as well as any anticipated regulatory changes, to evaluate supplies and demands over a 5-year drought.

Task 4.4 Report Water Demand Management Measures Implementation

UWMP legislation no longer allows water suppliers that are members of the California Water Efficiency Partnership (formerly California Urban Water Conservation Council) to submit its annual reports to comply with this section of the UWMP Act. Therefore, KJ will work with District staff to update the demand management measures implementation narrative to summarize the water demand management goals, programs implemented to date, overall progress, and effectiveness of the current program. This information can also inform the demand projections prepared in Task 4.1.

Task 4.5 – Incorporate Water Shortage Contingency Plan

The adopted WSCP, developed as part of Task 3, will be incorporated into the UWMP as well as provided as an appendix to the UWMP.

Task 4.6 – Incorporate Seismic Risk Assessment and Mitigation Plan

The California Water Code, Section 10632.5, states that all UWMPs submitted after January 1, 2020 must include a seismic risk assessment and mitigation plan for all facilities noted in the plan. A seismic risk assessment and mitigation plan in accordance with the UWMP requirements assesses the vulnerability of an urban water suppliers' water system facilities and develops measures to mitigate those vulnerabilities.

The SB 664 legislation also stipulates that if an urban water supplier has an adopted local hazard mitigation plan or multi-hazard mitigation plan that addresses seismic risk to its infrastructure, this requirement may be met by submitting a copy of the plan with the UWMP. Kern County did prepare a multi-jurisdiction hazard mitigation plan (HMP) (2012) which included the participation from the District and also some seismic evaluation of the District's water infrastructure.

Our assumption is that the Kern County HMP will meet the seismic requirements and we will summarize the information for the UWMP. Should a more detailed analysis be required we would be happy to provide a scope and fee if requested.

Task 4.7 – Calculate Energy Intensity of Water

KJ will calculate the energy intensity for the water management operations within the District's control. Pending final guidelines, it is anticipated that the analysis will only apply to the potable water system and only evaluate energy use once water enters the District's system. For this assessment, water entering the District's distribution system will be compared to energy consumed over a selected one-year timeframe. Energy consumption will be calculated based on electricity and gas expenditures during the timeframe as reported in the District budget records and related per unit costs for each energy source.

Task 4 Assumptions:

- It is assumed that the Kern County Multi-jurisdictional HMP (2012) meets the requirements for a seismic analysis for the UWMP.

Task 4 Deliverables: (provided electronically unless otherwise noted):

- Draft Annual Water Shortage Assessment Methodology
- Draft DWR Standardized Tables

Task 5 - Document UWMP, WSCP, and Seismic Plan

Task 5.1 – Prepare Administrative and Drafts of the UWMP and WSCP

KJ will document the work of Tasks 2 through 4 in an administrative draft and a public draft of the UWMP and WSCP. The Administrative Draft UWMP and WSCP will be submitted for the District's review. As part of the Administrative Draft KJ will prepare (1) draft public hearing notice to interested parties (cities, counties, and agencies); (2) newspaper notice of public hearing, (3) notice of plan adoption to the State Library, DWR, and land use agencies; and (4) draft adoption resolution. Comments on the Administrative Draft documents will be used to create the Public Draft UWMP and WSCP.

Task 5.2 – Prepare Final UWMP and WSCP

Following public review, KJ will propose text revisions to the Public Draft UWMP and WSCP for review and comment by the District. After the District has reviewed the proposed text revisions, KJ will prepare the Final documents.

Based on District comments, KJ will prepare a Draft Final UWMP and WSCP for presentation to the District's Board of Directors. The presentation on the Final Draft UWMP will be updated to reflect any input received at the public hearing. After the hearing, the plan shall be adopted as prepared or as modified at the Board's direction.

Following adoption, KJ will upload the Final UWMP and WSCP via the online DWR portal. *The submittal will not meet the 1 July 2021 deadline.*

Task 5.3 - Addressing DWR Comments

Following DWR review, KJ will work with District staff to revise (if necessary) the 2020 UWMP. Clarifications and minor changes do not require that an UWMP be "re-adopted", but more significant changes would require that the proposed changes be given public notice, recirculated for public review, and re-adopted.

Task 5 Assumptions:

- KJ will work with the District to develop the public noticing recipient list.
- The Kern County HMP will meet the requirements for a seismic analysis for the UWMP and be included as an appendix (or referenced) and summarized.
- It is assumed that the District will circulate the drafts internally for comment and summarize any comments received prior to submitting to KJ.
- The District will pay any filing and newspaper noticing fees.
- The District will adopt the UWMP before submittal to DWR in compliance with the UWMP Act.
- The District will make the DWR Submittal UWMP available to the public and land use agencies.
- The District will submit the UWMP to DWR.
- KJ will prepare the UWMP required data tables and upload them into DWR's database.
- If DWR comments on the Final UWMP require significant edits that would trigger re-adoption and recirculation, additional scope and budget would need to be provided.

Task 5 Deliverables (provided electronically unless otherwise noted):

- Notice of update of Public Draft UWMP and WSCP
- Administrative Draft UWMP and WSCP (electronic copy)
- Public Draft UWMP and WSCP (electronic copy)
- Draft Final UWMP and WSCP (electronic copy)
- Draft and Final public hearing notices to interested parties
- Draft and Final newspaper notice of public hearing on the UWMP and WSCP
- Draft and Final UWMP and WSCP adoption resolution
- Draft and Final Notice of Plan Adoption to State Library, DWR, and land use agencies
- Final UWMP and WSCP (provided in Word, PDF, and 5 hardcopies)
- Proof of submission to DWR.

Optional Task 6 – Additional UWMP Support

Optional Task 6.1 – As-Needed Services

This optional task is provided to address scope not identified above including additional drafts, additional calls/meetings, addressing requirements from the final Guidelines, *finalized in March 2021*, to provide support to the District to address DWR comments on the 2020 UWMP, A budget of \$10,000 is included which would only be authorized by the District when and if it is needed.

Optional Task 6.2 – Estimate Water Conservation Needed to Comply with Making Water Conservation a California Way of Life

There are existing laws with pending regulations targeting indoor water demand and affecting the need for additional water use efficiency in the District. Of particular importance is Executive Order (EO) B-37-16 and its enabling legislation Senate Bill (SB) 606 and Assembly Bill (AB) 1668 (collectively “Making Water Conservation a California Way of Life”). Some of requirements of this legislation are reflected in the 2020 UWMP while other requirements will occur after submittal of the 2020 UWMP. There are four (4) key components to Making Water Conservation a California Way of Life that affect urban water suppliers after 2020 UWMP submittal:

- Requirement to eliminate water waste.
- Requirement to comply with new water use targets.
- New permanent reporting requirement.
- Requirement to take actions to minimize water loss.

The standards will result in a water budget for each water supplier rather than each water customer. Suppliers are to report their progress on meeting their urban water use objectives by November 1, 2023. Suppliers will be required to meet their targets by January 1, 2027. Water suppliers that are not in compliance with the new standards-based water use targets may be provided with additional compliance assistance and/or face enforcement actions from the SWRCB. The full regulations have not yet been promulgated. However, in late 2021 the necessary data and recommendations should be

available to estimate water use reductions needed to comply with Making Water Conservation a California Water of Life.

KJ can assist the District in estimating the water use targets that will apply and assess progress on meeting those targets to fulfill reporting requirements by the November 1, 2023 deadline.

Optional Task 6.2 Deliverables:

Memorandum summarizing anticipated water use targets, targets applicable to the District, and comparison of current water use and targeted water use.

Optional Task 6.3 – 2024 Supplement to the 2020 UWMP

KJ can assist the District in preparing the required supplement to the 2020 UWMP, expected to be submitted to DWR by January 1, 2024. The supplement will address the District's plan to implement demand measures to achieve the water use objective as established by Making Water Conservation a California Way of Life. This Task also includes general project management and QA/QC activities.

Optional Task 6.3 Deliverables:

Administrative Draft, Public Draft, Public Draft Supplement, and Final 2024 UWMP Supplement in Word and PDF format

Budget and Terms

KJ proposes to provide the scope of these services on a time and expense reimbursement basis. The scope of work for Tasks 1 through 5 is proposed for an estimated fee of \$85,620. With the three (3) proposed optional tasks the fee is \$108,760.

A summary of the cost breakdown for Tasks 1 through 5 is shown in Table 1 below. An estimate for Optional Task 6 is also provided below. Budget estimates for all other optional tasks can be provided upon request. A fee spreadsheet with cost details is attached hereto.

Table 1. Updated Proposed Fee

Task	Description	Proposed Fee
Task 1	Project Management, QA/QC and Meetings	\$12,135
Task 2	Data Collection and Background Information Review	\$1,200
Task 3	Water Shortage Contingency Plan	\$16,520
Task 4	Prepare 2020 UWMP Update	\$19,210
Task 5	Document UWMP, WSCP, and Seismic Plan	\$36,555
Tasks 1 - 5:		\$85,620
Optional Task 6.1	As-Needed Services	\$10,000
Optional Task 6.2	Estimate Water Conservation Needed	\$4,930
Optional Task 6.3	2024 UWMP Supplement	\$8,210
Tasks 1 - 6:		\$108,760

Schedule

KJ submitted a Statement of Qualifications in May 2020, followed by a letter proposal, submitted June 30, 2020, that recommended having the Public draft 2020 UWMP completed by May 2021 to allow for agency notifications, public review, and District adoption. The schedule has been updated in Table 2 below based on receipt of a Notice to Proceed by July 15, 2021.

We recommend that the District adopt the UWMP by the end of the December 2021.

Table 2. Updated Schedule

Task	Estimated Timeframe
Notice to Proceed	Jul 2021
Project Management	Jul 2021 – Jan 2022
Data Collection and Background Information	Jul 2021 – Aug 2021
Prepare Water Shortage Contingency Plan	Jul 2021 – Dec 2021
Prepare Administrative Draft 2020 UWMP and WSCP	Sept 2021 – Mar 2022
Prepare Public Draft/Final 2020 UWMP and WSCP	Aug 2021 – Nov 2021
Public Notification	Sept 2021 – Oct 2021
DWR Submittal UWMP	Dec 2021
UWMP Board Adoption	Dec 2021
<i>Potential Optional Task – As-Needed Services</i>	<i>As-Needed</i>
<i>Potential Optional Task – Estimate Water Conservation Needed</i>	<i>Feb 2021 – May 2022</i>
<i>Potential Optional Task – 2024 UWMP Supplement</i>	<i>June 2023 – Mar 2024</i>

Table 2. Updated Proposed Detailed Fee Estimate

Custom Rate Schedule 7.1.2020	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Project Administrator	Admin. Assist.	Total	KJ Labor	KJ Escalation	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses
Classification:											Hours	Fees	0%	10%	Fees	10%			Fees
Hourly Rate:	\$285	\$265	\$245	\$225	\$220	\$185	\$170	\$150	\$120	\$100									
Task 1 - Project Management and Meetings																			
Project Management			8			16			8		32	\$5,880	\$0	\$0		\$0	\$5,880	\$0	\$5,880
QA/QC		4	8								12	\$3,020	\$0	\$0		\$0	\$3,020	\$0	\$3,020
Meetings (2 plus kick-off)		2	4			4		4			14	\$2,850	\$0	\$0	\$350	\$35	\$2,850	\$385	\$3,235
Task 1 - Subtotal	0	6	20	0	0	20	0	4	8	0	58	\$11,750	\$0	\$0	\$350	\$35	\$11,750	\$385	\$12,135
Task 2. Data Collection and Background Information																			
Data Collection								8			8	\$1,200	\$0	\$0		\$0	\$1,200	\$0	\$1,200
Task 2 - Subtotal	0	0	0	0	0	0	0	8	0	0	8	\$1,200	\$0	\$0	\$0	\$0	\$1,200	\$0	\$1,200
Task 3. Water Shortage Contingency Plan																			
Annual Water Budget		4				4		12		1	21	\$3,700	\$0	\$0		\$0	\$3,700	\$0	\$3,700
Supply Shortage Stages		4				2		12		1	19	\$3,330	\$0	\$0		\$0	\$3,330	\$0	\$3,330
Shortage Response Actions		2				2		12		1	17	\$2,800	\$0	\$0		\$0	\$2,800	\$0	\$2,800
Revenue and Rate Impacts		2				2		8		1	13	\$2,200	\$0	\$0		\$0	\$2,200	\$0	\$2,200
Monitoring and Reporting Requirements		2				2		8		1	13	\$2,160	\$0	\$0		\$0	\$2,160	\$0	\$2,160
Implementation Resources		4				2		6			12	\$2,330	\$0	\$0		\$0	\$2,330	\$0	\$2,330
Task 3 - Subtotal	0	18	0	0	0	14	0	58	0	5	95	\$16,520	\$0	\$0	\$0	\$0	\$16,520	\$0	\$16,520
Task 4. Prepare 2020 UWMP Update																			
4.1 Service Area and System Water Use			6			6		8		1	21	\$3,880	\$0	\$0		\$0	\$3,880	\$0	\$3,880
4.2 Water Resources and Supply Outlook			6			4		4		1	15	\$2,910	\$0	\$0		\$0	\$2,910	\$0	\$2,910
4.3 Climate Change and Drought Risk Assessment			4					12		1	17	\$2,880	\$0	\$0		\$0	\$2,880	\$0	\$2,880
4.4 Report Water Demand Management Measures			2			8		4		1	15	\$2,670	\$0	\$0		\$0	\$2,670	\$0	\$2,670
4.5 Incorporate WSCP		4	2					4		1	11	\$2,250	\$0	\$0		\$0	\$2,250	\$0	\$2,250
4.6 Incorporate Seismic Risk Plan			2			4		4		1	11	\$1,960	\$0	\$0		\$0	\$1,960	\$0	\$1,960
4.7 Calculate Energy Intensity of Water			2			2		12			16	\$2,660	\$0	\$0		\$0	\$2,660	\$0	\$2,660
Task 4 - Subtotal	0	4	24	0	0	24	0	48	0	6	106	\$19,210	\$0	\$0	\$0	\$0	\$19,210	\$0	\$19,210
Task 5. Document UWMP, WSCP, and Seismic Plan																			
5.1 Administrative Draft and Public Draft			12	16		60		60		6	154	\$27,800	\$0	\$0		\$0	\$27,800	\$0	\$27,800
5.2 Final Draft			4	6		12		12		6	40	\$7,105	\$0	\$0		\$0	\$7,105	\$0	\$7,105
5.3 Addressing DWR Comments				4		2		2			8	\$1,650	\$0	\$0		\$0	\$1,650	\$0	\$1,650
Task 5 - Subtotal	0	16	26	0	0	74	0	74	0	12	202	\$36,555	\$0	\$0	\$0	\$0	\$36,555	\$0	\$36,555
All Tasks Total	0	44	70	0	0	132	0	192	8	22	468	\$85,235	\$0	\$0	\$350	\$35	\$85,235	\$385	\$85,620
Optional Task 6 - Additional UWMP Support																			
6.1 As-Needed Services		2	16			12		20		3	53	\$9,990	\$0	\$0	\$9	\$1	\$9,990	\$10	\$10,000
6.2 Estimate Water Conservation Needed			16			5				1	22	\$4,930	\$0	\$0		\$0	\$4,930	\$0	\$4,930
6.3 2024 Supplement to the 2020 UWMP				24		12				1	37	\$8,210	\$0	\$0		\$0	\$8,210	\$0	\$8,210
Optional Task 6 - Subtotal	0	2	56	0	0	29	0	20	0	5	112	\$23,130	\$0	\$0	\$9	\$1	\$23,130	\$10	\$23,140
Total with Optional Tasks	0	46	126	0	0	161	0	212	8	28	581	\$108,365	\$0	\$0	\$359	\$36	\$108,365	\$395	\$108,760

Client/Address: Rosamond Community Services District (RCSD)
 3179 35th Street West
 Rosamond, CA 93560

Contract/Proposal Date: July 8, 2021

Custom Schedule of Charges

Date: July 1, 2020

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$135
Engineer-Scientist-Specialist 2.....	\$150
Engineer-Scientist-Specialist 3.....	\$170
Engineer-Scientist-Specialist 4.....	\$185
Engineer-Scientist-Specialist 5.....	\$220
Engineer-Scientist-Specialist 6.....	\$225
Engineer-Scientist-Specialist 7.....	\$245
Engineer-Scientist-Specialist 8.....	\$265
Engineer-Scientist-Specialist 9.....	\$285
CAD-Technician.....	\$110
Senior CAD-Technician.....	\$130
CAD-Designer.....	\$140
Senior CAD-Designer.....	\$165
Project Administrator.....	\$120
Administrative Assistant.....	\$100
Aide.....	\$75

In addition to the above Hourly Rates, a 0 percent Communication Surcharge will be added to Personnel Compensation for normal and incidental copies, communication and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus five percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective July 1, 2020 through June 30, 2021. After June 30, 2021, and annually thereafter, the Schedule of Charges is subject to escalation not to exceed an average of 3 percent.

STAFF REPORT

Rosamond Community Services District

DATE: July 26, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Water Reclamation Plant Project Amended Change Order No. 8

RECOMMENDATION:

Approve the Amended Change Order No. 8 to include additional contract time and authorize the General Manager to execute.

BACKGROUND:

On June 14, 2023, the Board authorized a commitment of funds to repair the non-functioning blowers at the Water Reclamation Plant with the understanding that the funds would be reimbursed by the design consultant.

Since the authorization, the consultant is recommending the approval of additional contract time amounting to 814 calendar days at no additional cost to the District. This results in a completion date of July 21, 2023. A detailed explanation of the reasons for the additional days is attached.

There is an additional change order that will come before the board to address standby generator coordination. At that time additional days will be recommended.

ANALYSIS:

There is no net cost to the District resulting from this action.

FISCAL REVIEW:


No net cost to the District

LEGAL REVIEW:

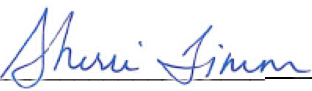
None

CONCLUSION:

Approve as presented



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Change Order No. 8 Additional Time Detail
Amended Change Order No. 8

Change Order No. 8 Additional Time Detail

1. Post-Covid supply chain issues. Persistent shortages in mechanical, electrical and instrumentation components. 240 days
 - a. Construction started in October 2019, just before the Covid pandemic. Covid related delays impacted:
 - i. Labor availability, due to illness and related precautions caused work slowdowns.
 - ii. Equipment production, similar staffing impacts slowed down and, in some cases, stopped production of a variety of parts and equipment needed to move the project forward. Overseas markets play a large role in providing most to the equipment and instrumentation at the RCSD WWTP.

Piping, pipe fittings, valves and electronic equipment became a premium with projects and contractors fighting to get the equipment they needed to complete the project. To give a sense of the situation, off the shelf items like eccentric pipe reducers (placed at the inlet of a pump) schedule quotes were 9 to 12 months.
 - iii. Material and Equipment Distribution, supply chain issues became real. Global shipping and distribution were significantly slowed down as a result of labor shortages, worker strikes and slow down at US Ports. In some cases, equipment would be sitting on a vessel for 30 days or more before being unloaded.
 - b. The Impact on RCSD WWTP. The primary impact on the project was the unanticipated delays for specified piping, mechanical equipment, electrical and instrumentation.
 - i. Some work was postponed due to Covid and the challenges/complexity of labor issues and project scheduling.
 - ii. Market availability of specified piping/fittings. In some cases, the specified piping was not readily available, causing a delay to assess/confirm that a more readily material was acceptable for the project conditions or accept the schedule delay for the specified piping.
 - iii. Valves also became a hard-to-find item, requiring additional time to secure deliveries.
 - iv. Electrical and instrumentation delivery times that were already long-lead items before Covid got a lot longer. The RCSD WWTP improvements included significant upgrades and new electrical equipment (standby generator, MCCs) and instrumentation (harmonic filters and SCADA).
2. Change Order time. Time that can be contributed to past change orders and current change orders to complete the project. 270 days.
 - a. Seven change orders have been agreed to, No 8 in process.
 - b. The bulk of the change orders focused on contract budget vs contract time. Three change orders (3, 4 and 7) added 48 days to the schedule.

Change Order No. 8 Additional Time Detail

- c. Change order 8 recognizes additional time to complete the change order work that was not included in past change orders and includes time to complete change order 8 work.
3. Secondary process start-up. A lagoon activated sludge system takes a long time to fill and grow the biomass to reach the desired mixed liquor concentration. The process was initially slow to grow during the colder wet season startup period.

After calculating the actual growth rate vs more seed benefits, a second round of seed sludge was added to increase process capacity faster. Pac Hydro provided additional seed sludge based on Parkson's recommendations and RCSD requests. No additional contract cost for the second seeding, time impact estimated at 200 days.

4. Troubleshooting. Time to address issues identified during startup to evaluate and implement corrective action. In most cases that involved retrofits to plant infrastructure and programming modifications. 104 days
- a. Integrating the Existing Plant. The initial WWTP discontinued operations prior to the construction of the WWTP improvements.
 - i. Some of the older facilities were abandoned prior to project, saving capital cost but still required some fine tuning as the new plant started operation.
 - ii. Connecting electronics and instrumentation between current tech and previous tech takes time. Particularly SCADA communications.
 - b. Process Refinements
 - i. Additional time to bring the biological process into compliance, address concerns, surprises and make adjustments that have resulted in high quality treatment and excellent effluent water quality.
 - ii. Locating the Aeration Basin 2 process DO/pH probe to provide realistic data and retrievable for maintenance cleaning.
 - iii. Addressing RAS flow control to monitor and adjust RAS flow based on operator input.
 - c. Hydraulic Improvements
 - i. Plant effluent diversion to the emergency overflow facility (EOF). Piping added via change order downstream of the secondary clarifiers to divert non-spec water to EOF when needed.
 - ii. Modifications to Distribution Box 1 to increase freeboard and increase WAS pumping reliability.
 - iii. Adjusting the height of the effluent weir in Distribution Box 5 to provide sufficient back pressure to reliably deliver effluent to the utility water pumps.
 - d. Harmonics
 - i. Time to resolve aeration blower VFDs lead power factor interference with the standby generator.

CHANGE ORDER FORM

CHANGE ORDER NO. 08

DATE: 7/13/23

DATE OF CONTRACT: October 28, 2019
PROJECT TITLE: Wastewater Treatment Plant Rehabilitation Project
TO CONTRACTOR: Pacific Hydrotech Corporation
314 E 3rd Street
Perris, CA 92570

When this change order has been approved by Rosamond Community Services District, you are directed to make the following changes under the Contract, subject to all Contract provisions.

ITEM 1

DESCRIPTION: PCO #64 – Blower 1 inverter failed to excessive heat to the inverter components.
Added costs are for the removal and replacement of failed inverter components.

Item 1 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of \$ 81,844.19
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

ITEM 2


DESCRIPTION: PCO #65 – Blower 2 inverter failed to excessive heat to the inverter components.
Added costs are for the removal and replacement of failed inverter components.

Item 2 is an ADD / ~~DEDUCT~~ / ~~NO CHANGE~~ in the amount of \$ 39,562.63
and requires 0 calendar days ~~ADDED~~ / ~~DEDUCTED~~

CONTRACT SUMMARY

1. Original Contract sum	\$ 13,227,384.83
2. Net Change through previous Change Orders	\$ 634,954.11
3. Contract sum prior to this Change Order	\$ 13,862,338.94
4. Contract sum increased / decreased / unchanged by this Change Order	\$ 121,406.82
5. New Contract sum, including this Change Order	\$ 13,983,745.76
6. Contract time increased / decreased / unchanged by this Change Order	814 Calendar Days
7. New date of completion of contract as of this Change Order	July 20, 2023

Approvals:

1. Contractor By  Date: 7-13-23
 Francisco Alvarez, PHC
 Sew Works
2. Construction Manager By Thien Ng Date: 7-14-23
 Thien Ng, Kennedy Jenks
3. RCSD By _____ Date: _____

The above adjustments in time and cost include all compensation and adjustments for changes in sequence of work, equipment delivery, rescheduling, impact, and costs for extended overhead. The revised final completion date reflects confirmation from the contractor, Pac Hydro, and supported by KJ engineers and District staff. The time delay is a result of several factors including (days are estimated):

1. Post-Covid supply chain issues. Persistent shortages in mechanical, electrical and instrumentation components. 240 days
2. Change Order time. Time that can be contributed to past change orders and current change orders to complete the project. 270 days.
3. Secondary process start-up. A long sludge age activated sludge system takes a long time to reach the desired mixed liquor concentration. The process was initially slow to grow and was found to need more seed sludge that was ultimately provided. Parkson had provided quantities of required sludge and sludge provided was based on their calculations. Ultimately, additional sludge was provided based on engineer's review. 200 days
4. Troubleshooting. Time to address issues identified during startup to evaluate and implement corrective action. In most cases that involved retrofits to plant infrastructure and programing modifications. 104 days

STAFF REPORT

Rosamond Community Services District

DATE: July 26, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Discussion – Board Direction Related to Rosamond CSD Foundation

RECOMMENDATION:

Discuss and provide direction to staff regarding the disposition of the Rosamond CSD Foundation.

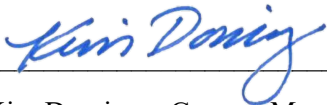
BACKGROUND:

The Rosamond CSD Foundation, Inc., is a 501(c)(3) non-profit public benefit corporation, with bylaws adopted on June 14, 2007. The purpose of the corporation is to aid, sponsor, promote, advance and assist in the provision of Rosamond Community Services District water and sewer, public parks, facilities and recreation in the Town of Rosamond and to receive, invest, and utilize funds acquired through fund-raisers, donations, grants, gifts, bequests and other solicitations for said purpose.

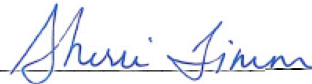
While broad in scope, the primary goal of the Foundation was to facilitate the funding of parks and recreation programs when those services were authorized by District voters but without authorizing the requisite funding. Since the District has now relinquished itself of parks and recreation services, there has been no real impetus for the Foundation to continue its efforts. The Foundation currently has a balance of approximately \$13,000 between a general Foundation account and one specifically set up for the Cancer Fundwalk.

The Water Conservation Committee has met regarding the possibility of directing these funds towards water savings programs, which would fall under the scope of the bylaws. For example, there are irrigation controller upgrade programs which could be offered to the community that could be paid with the funds.

However, before staff time is expended on how the Foundation could serve these types of programs, the Board needs to consider the options and provide direction, given the Foundation is its own entity with a separate Board of Directors.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Bylaws of the RCSD Foundation, Inc.

BYLAWS
OF
ROSAMOND COMMUNITY SERVICES DISTRICT FOUNDATION, INC.
California Nonprofit Public Benefit Corporation

ARTICLE I

1. OFFICES.

1.1. Name of organization. The name of this Corporation is ROSAMOND COMMUNITY SERVICES DISTRICT FOUNDATION, INC.

1.2. Principal Office. The principal office for the transaction of the activities and affairs of this Corporation is located at 3179 35TH Street West, Rosamond, CA 93560, California. The Board of Directors may, from time to time, change the principal office of the Corporation from one location to another within California. Any change of location of the Principal Office shall be noted by the Secretary on these Bylaws opposite this section or this section may be amended to state the new location.

ARTICLE II

2. PURPOSES, POWERS AND LIMITATIONS.

2.1. General Purposes. This Corporation is a nonprofit public benefit corporation organized exclusively for public and charitable purposes within the meaning of Section 23701 of the California Revenue and Taxation Code and Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future state or federal tax law). This Corporation may have such other purposes and activities that are consistent with and provided under Section 23701 of California Revenue and Taxation Code and Section 501(c)(3) of the Internal Revenue Code of 1954.

2.2. Specific Purposes. The specific purposes of this corporation are to aid,

sponsor, promote, advance and assist in the provision of Rosamond Community Services District water and sewer, public parks, facilities and recreation in the Town of Rosamond and to receive, invest, and utilize funds acquired through fund-raisers, donations, grants, gifts, bequests and other solicitations for said purpose.

2.3. Powers. In its exercise of the above purpose, the Corporation shall have the powers, subject to those limitations set forth in these Bylaws, to do and perform all things whatsoever set out in this Article II and necessary or incidental to the accomplishment of said purposes provided, however, that notwithstanding any provisions of these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code (the "Code") or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code.

2.4. Limitations.

2.4.1. No part of the income or assets of the Corporation shall inure to the benefit of, or be distributable to, any Director of the Corporation, Officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

2.4.2. All property of this Corporation is irrevocably dedicated to charitable purposes. Upon the dissolution of the Corporation, assets shall be distributed for one or more

exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE III

3. MEMBERS.

3.1. Members. The Corporation shall have no members.

3.2. Members Accepted. The Directors may appoint individuals who shall carry the title of "member", but who shall have none of the rights or obligations of a member under the Nonprofit Public Benefit Corporation Law, Corporations Code Section 5110 et. seq. Any person so appointed shall be appointed without regards to race, color, religious or political affiliation, creed, ancestry, national origin, ethnicity, disability, marital status, sex, or sexual orientation.

ARTICLE IV

4. DIRECTORS.

4.1. Powers. Exercise of any or all of the following powers by the Directors of the Corporation is subject to its limitation to enter into any action that would adversely affect the tax-exempt status of the Corporation.

4.1.1. General Corporate Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws and to any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised, by or under the direction of the Board of Directors (the "Board"). The Board may delegate the management of the day-to-day operation of the business of the Corporation to a management company or other person provided that the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

4.1.2. Specific Powers. Without prejudice to the general powers set forth in

Section 4.1.1. of these Bylaws, but subject to the same limitations, the Directors of the Corporation shall have the power to:

(1) Take any and all steps necessary to promote the purposes of this Corporation as set forth in Article II of these Bylaws, which shall include but not be limited to accepting monetary or real property donations and other similar contributions or financial support;

(2) Appoint and remove, at the pleasure of the Board, all of the Corporation's Officers, agents, and employees, except as otherwise provided herein; prescribe powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation and require from them contractual security for faithful performance of their duties;

(3) Cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside California, unless otherwise provided herein;

(4) Assume obligations, enter into contracts, borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

(5) Acquire, mortgage, encumber, hold title to, pledge, sell, release, or otherwise dispose of real or personal property and interests therein when and upon such terms as the Board determines to be in the best interest of the Corporation;

(6) Facilitate any merger, consolidate, liquidate, plan of exchange, acquisition of stock, or the reorganization or transfer of a substantial portion of the assets of the Corporation; Amend the Articles of Incorporation or these Bylaws; Adopt operating and capital budgets and authorize expenditures outside of such budgets; Approve and amend the Corporations' business and strategic plans; Create corporate subsidiaries and/or establish

corporate joint ventures.

(7) Acquire shares of or any interest in any Corporation or other legal entity or business enterprise, or create any partnership or other legal entity which the Corporation is or will be a partner, shareholder or member of similar participant;

(8) Change or reorganize the Corporation into any other legal form permitted by law; Establish or participate in any noncorporate joint venture; and Adopt and use a corporate seal, and alter the form of the seal.

4.2. Number of Directors. The authorized number of Directors shall be not less than ~~five (5)~~ three (3) and not more than fifteen (15). Terms of the Directors shall be for two (2) years and staggered. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

4.2.1. The Director of the Rosamond Community Services District of the Town of Rosamond or his/her designee shall be an Ex-Officio member of the Board of Directors, and shall be invited to all Board meetings.

4.3 Restriction on Interested Persons as Directors. No more than 49 percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

4.4. Selection of Officers.

4.4.1. Nomination of Officers. The directors will nominate prospective officers from the board and will elect officers from those nominations.

4.4.2. Term of Office. Each officer shall hold office for the length of their current term or a maximum of two (2) years.

4.4.3. Holding Office. Each elected officer shall hold office until the expiration of his or her term as a Director to which he or she was elected.

4.5. Resignation of Director. Any Director may resign effective upon giving oral or written notice to the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a Director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective. Except on notice to the Attorney General of the State of California, no Director may resign if the Corporation would be left without a duly elected Director.

4.6. Vacancies in the Board of Directors.

4.6.1. Causes. A vacancy or vacancies in the Board shall be deemed to exist in the event of the death, resignation, or removal of any Director or if the authorized number of Directors is increased.

4.6.2. Filling Vacancies. Vacancies in the Board may be filled by the Board of Directors. Each Director elected to fill a vacancy shall hold office until the expiration of the term of the replaced Director.

4.6.3. No Vacancy on Reduction of Number of Directors. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

4.7. Removal of Directors.

4.7.1. Removal for Cause. The Board may remove a Director for cause upon the occurrence of any of the following events:

(1) The Director has been declared of unsound mind by a final court order; The Director has been convicted of a felony; The Director has been convicted of any offense involving a breach of his or her official duties; or The Director has had three (3) consecutive, unexcused absences from official board meetings.

4.7.2. Removal Without Cause. Any Director may be removed by the Board of Directors at any time, without cause, if such removal is approved by a majority of the Board of

Directors.

4.8. Place of Meetings. Meetings of the Board shall be held at any place within or without the Town of Rosamond, California, which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Corporation.

4.9. Annual Meeting. The Board shall hold an annual meeting for the purpose of organization, appointment of Directors, selection of officers and the transaction of other business. Annual meetings of the Board shall be held, upon notice to the public and Directors, at such date and time as a majority of the Board may determine.

4.10. Regular Meetings. Regular meetings of the Board shall be held every month to discuss and decide on issues pertaining to the specific purposes for which this corporation is formed.

4.11. Special Meetings; Notice. Upon written request to the President or Secretary of the Corporation, the President or any two (2) Directors may call a special meeting of the Board.

4.12. Waiver of Notice. Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent of the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

4.13. Quorum. A majority of the authorized number of members of the Board of Directors constitutes a quorum of the Board of Directors for the transaction of business, except as hereinafter provided.

4.14. Transactions of Board of Directors. Except as otherwise provided in the Articles, in these Bylaws, or by law, every act or decision done or made by a majority of Directors

present at a duly held meeting at which a quorum is present is the act of the Board of Directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- (1) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest;
- (2) Approval of certain transactions between Corporations having common Directorships.
- (3) Creation of and appointments to committees of the Board; and
- (4) Indemnification of Directors. Any meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken or decision made is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the law, the Articles, or these Bylaws.

4.15. Conduct of Meetings. Any member of the Board selected by the Directors present shall preside at meetings of the Board. The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board.

4.16. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty-four (24) hours. If the original meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment, in accordance with the procedures set forth in these Bylaws for providing notice of meetings.

4.17. Notice. Notice of a special meeting or of an adjourned meeting shall be given to each Director by one of the following methods: (a) written notice given by first-class mail, postage prepaid, at least four (4) days prior to a meeting; (b) written notice given by personal delivery at least forty-eight (48) hours prior to the meeting; or (c) telephone, including a voice

messaging system or other system of technology designed to record and communicate messages, telegraph or facsimile, electronic mail, or other electronic means, given at least forty-eight (48) hours prior to a meeting. All such notices shall be given or sent to the Directors' address or telephone number as shown on the records of the Corporation. The notice shall state the time of the meeting, the place and the purpose of the meeting.

4.18. Action Without Meeting. No action may be taken without a meeting.

4.19 Fees and Compensation. No Director shall be compensated for his or her services as Director. However, Directors may receive reimbursement for expenses, as may be fixed or determined by the Board.

ARTICLE V

5. OFFICERS.

5.1. Number and Titles. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer. Any number of offices may be held by the same person, except that neither a Secretary nor the Treasurer shall serve concurrently as the President.

5.2. Election of Officers. The Officers of the Corporation shall be elected annually by and serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal or other disqualification from services, or until their respective successors shall be elected.

5.3. Subordinate Officers. The Board may appoint, or may empower the President to appoint such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

5.4. Removal of Officers. All Officers serve at the pleasure of the Board and any Officer may be removed, either with or without cause, by the Board at any regular or special meeting of the Board or, except in the case of an Officer chosen by the Board, by any Officer upon whom such power of removal may be conferred by the Board.

5.5. Resignation of Officers. Any Officer may resign effective upon giving oral or written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

5.6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular elections to that office.

5.7. President. The President is the general manager and chief executive officer of the Corporation and has, subject to the control of the Board, general supervision, direction, and control of the business and Officers of the Corporation. The President shall preside at all meetings of the Board. The President shall have the general powers and duties of management usually vested in the office of President and general manager of a Corporation and such other powers and duties as may be prescribed by the Board or these Bylaws.

5.7.1. Vice-President. (Optional) The Vice-President shall, in the absence of the President, perform all duties of that office.

5.8. Secretary. The Secretary shall keep or cause to be kept, at the Principal Office of the Corporation or such other place as the Board may direct, a copy of the Articles of Incorporation and Bylaws, as amended to date, and a book of minutes of all meetings, proceedings, and actions of the Board. The minutes of meetings shall include the time and place that the meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized, the notice given, and the names of those present at Board and committee meetings. The Secretary shall keep a record of the addresses of each Director and shall give or cause to be given, notice of all Board meetings as required. The Secretary shall keep the seal of the Corporation, if one is adopted, in safe custody and shall have such other

powers and perform such other duties as may be required by law or as may be prescribed or required from time to time by the Board.

5.9. Treasurer. The Treasurer of the Corporation shall serve as the Chief Financial Officer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and retained earnings. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

5.9.1. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as ordered by the Board, and shall render to the President and the Directors, on request, an account of his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform such other and further duties as may be required by law or as may be prescribed or required from time to time by the Board of Directors or these Bylaws.

5.9.2. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money and other property of every kind in possession or under the control of the Treasurer on his or her death, resignation, retirement or removal from office.

5.10. Ex-officio. By virtue of one's position, the board of directors may elect a director as an ex-officio the term of an ex-officio will not expire.

ARTICLE VI

6. RIGHTS OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

6.1. Indemnification.

6.1.1. Right of Indemnity. To the fullest extent permitted by law, this

Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section of the California Corporations Code and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that Section. "Expenses," as used in this Bylaw, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

6.1.2. Approval of Indemnity. On written request to the Board of Directors by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

6.1.3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board, expenses and attorneys' fees incurred by any persons described in Section 6.1.1. in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 6.1.2, or if otherwise authorized by the Board, shall be paid by the Corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified for those expenses.

6.2 Insurance. The Corporation shall have the power to purchase and maintain insurance to the full extent permitted by law on behalf of its Directors, Officers, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's, Director's, employee's, or agent's status as such.

ARTICLE VII

7. RECORDS AND REPORTS.

7.1. Maintenance of Corporate Records. The Corporation shall keep: (i) adequate and correct books and records of account; (ii) written minutes of the proceedings of its Board and committees of the Board; and (ii) a record of each Director's name and address.

7.2. Maintenance of Articles and Bylaws. The Corporation shall keep at its Principal Office the original or a copy of the Articles of Incorporation and Bylaws, as amended to date.

7.3. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records and documents of every kind and to inspect the physical properties of the Corporation. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

7.4. Annual Report. The Corporation shall cause an annual report to be sent to all Directors not later than one hundred twenty (120) days after the close of the Corporation's fiscal year. The report shall be accompanied by any report of it of an independent accountant, or if there is no such report, the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. This requirement of an annual report shall not apply if the Corporation receives less than twenty five thousand dollars (\$25,000) in gross receipts during the fiscal year; provided, however that the information specified in this Article 8 for inclusion in an annual report must be furnished annually to all Directors who requests it in writing. The report shall contain the following information, in appropriate detail, for the fiscal year:

7.4.1. The assets and liabilities, including the trust funds of the Corporation as of the end of the fiscal year;

7.4.2. The principal changes in assets and liabilities including trust funds, during the fiscal year;

7.4.3. The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes for the fiscal year;

7.4.4. The expenses and disbursements of the Corporation for both general and restricted purposes, during the fiscal year; and

7.4.5. Any information required by Section 7.5 of these Bylaws.

7.5 Report to the Secretary of State. The Board shall cause to be filed with the Secretary of State an annual statement containing the following information: (i) the names and addresses of its President, Secretary and Treasurer; (ii) the street address of its Principal Office; and (iii) a designation of an agent for service of process. The statement shall be filed on the form prescribed by the Secretary of State.

7.6. Fiscal Year. The Corporation's fiscal period for financial and accounting purposes shall commence on July 1 and end on June 30 of each year.

ARTICLE VIII

8. AMENDMENTS.

8.1 Amendment by Directors. The Board may adopt, amend or repeal these Bylaws, except that the Board may not extend the term of a Director beyond that for which the Director was designated.

8.2 Record of Amendments. Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

ARTICLE IX

9. GENERAL MATTERS.

9.1. Checks; Drafts; Evidences of Indebtedness. From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the

name of, or payable to, the Corporation, and only the persons so authorized shall sign or endorse these instruments.

9.2. Corporate Contracts and Instruments; How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an Officer, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

9.3. Construction; Definitions. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term 'person' includes both a corporation and a natural person.

9.4. Amendments to Law. Reference in these Bylaws to any provision of the California Corporations Code, specifically the Nonprofit Public Benefit Corporation Law, or the Internal Revenue Service Code shall be deemed to include all amendments thereof.

CERTIFICATE OF ADOPTION OF BYLAWS

of

ROSAMOND COMMUNITY SERVICES DISTRICT FOUNDATION, INC.


We, the undersigned do hereby certify:

- That we are the duly elected officers of Rosamond Community Services District Foundation, Inc., a California Nonprofit Public Benefit Corporation; and
- That the foregoing Bylaws constitute the Bylaws of Rosamond Community Services District Foundation, Inc., as duly adopted by the vote of at least a majority of all directors of the Board of Directors eligible to vote at a meeting of the Board of Directors therefore, held on June 14, 2007. Amended September 15, 2009. (4.2)

Date: 12/15/09, 2009

By: 
President

Date: 9/15/09, 2009

By: 
Secretary