



TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER 
DATE: AUGUST 6, 2021



PRESENTATIONS AND REPORTS

The following presentations and reports are scheduled:

- C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT AND COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES AND SEMINARS.
Receive Announcements and Reports from Directors
- C-2) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER 
DATE: AUGUST 6, 2021



CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda**

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE JULY 28, 2021, REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVE MINUTES]
- D-3) AUTHORIZE PURCHASE OF TRUCKS IN ACCORDANCE WITH APPROVED FY 21-22 BUDGET [RECOMMEND AUTHORIZE STAFF TO PURCHASE TRUCKS FROM PERRY FORD AT A COST OF \$73,849]

TO: BOARD OF DIRECTOR


REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 

FROM: LISA BOGNUDA
FINANCE DIRECTOR

DATE: AUGUST 6, 2021

AGENDA ITEM
D-1
AUGUST 11, 2021

WARRANTS WILL BE DISTRIBUTED ON TUESDAY, AUGUST 10, 2021.

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER 
DATE: AUGUST 6, 2021



**APPROVE JULY 28, 2021
REGULAR BOARD MEETING MINUTES**

ITEM

Approve action minutes from previous Board meetings. [RECOMMEND APPROVE MINUTES]

BACKGROUND

The draft minutes are a written record of the previous Board Meeting action.

RECOMMENDATION

Approve Minutes

ATTACHMENT

- A. July 28, 2021 draft Regular Board Meeting Minutes

AUGUST 11, 2021

ITEM D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community since 1965

DRAFT REGULAR MINUTES

JULY 28, 2021 AT 9:00 A.M.

JON S. SEITZ BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

ED EBY, PRESIDENT
DAN ALLEN GADDIS, VICE PRESIDENT
BOB BLAIR, DIRECTOR
DAN WOODSON, DIRECTOR
RICHARD MALVAROSE, DIRECTOR

PRINCIPAL STAFF

MARIO IGLESIAS, GENERAL MANAGER
LISA BOGNUDA, FINANCE DIRECTOR
PETER SEVCIK, DIRECTOR OF ENG. & OPS.
CRAIG STEELE, GENERAL COUNSEL

Mission Statement:

Provide our customers with reliable, quality, and cost-effective services now and in the future.

A. CALL TO ORDER AND FLAG SALUTE

President Eby called the Regular Meeting of July 28, 2021, to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL AND PUBLIC COMMENT FOR ITEMS NOT ON AGENDA

At Roll Call, all Directors were present.

C. PRESENTATIONS AND REPORTS

C-1) QUARTERLY ENGINEER'S REPORT, DIRECTOR OF ENGINEERING AND OPERATIONS REPORT ON DISTRICT PROJECTS SYSTEM-WIDE
[RECOMMEND RECEIVE AND FILE]

C-2) DIRECTORS' ANNOUNCEMENTS OF DISTRICT AND COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES AND SEMINARS.
Receive Announcements and Reports from Directors

Director Woodson

- July 23, attended the South County Advisory Committee meeting remotely.

Director Gaddis

- July 19, attended Board Officers' meeting.
- July 27, attended a meeting with Supervisor Compton and Mario Iglesias.

Director Eby

- July 19, attended Board Officers' meeting.

C-3) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

D. CONSENT AGENDA

D-1) WARRANTS [RECOMMEND APPROVAL]

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

- D-2) APPROVE JULY 14, 2021, REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVE MINUTES]
- D-3) REVIEW INVESTMENT POLICY – SECOND QUARTER REPORT [RECOMMEND ACCEPT AND FILE REPORT]
- D-4) AUTHORIZE GENERAL MANAGER TO ENTER INTO A 3-YEAR AGREEMENT WITH ESRI IN THE TOTAL AMOUNT OF \$58,190 FOR GIS SOFTWARE IN SUPPORT OF UTILITY MAINTENANCE PROGRAM [RECOMMEND AUTHORIZE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH ESRI FOR GIS SOFTWARE IN THE TOTAL AMOUNT OF \$58,190]

There were no public comments.

Upon the motion of Director Woodson and seconded, the Board unanimously approved the Consent Agenda.

Vote 5-0.

YES VOTES	ABSTAIN	ABSENT
<i>Directors Woodson, Blair, Malvarose, Gaddis, and Eby</i>	<i>None</i>	<i>None</i>

E. ADMINISTRATIVE ITEMS

- E-1) ADOPT RESOLUTION APPROVING INTEGRATED WASTE MANAGEMENT AUTHORITY HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE GROUND LEASE AGREEMENT [RECOMMEND REVIEW PROPOSED GROUND LEASE AGREEMENT AND, BY MOTION AND ROLE CALL VOTE, ADOPT RESOLUTION]

Mario Iglesias, General Manager, suggested the item and answered questions from the Board.

There were no public comments.

Upon the motion of Director Gaddis and seconded, the Board unanimously approved the agreement and adopted the resolution.

Vote 5-0.

YES VOTES	ABSTAIN	ABSENT
<i>Directors Gaddis, Malvarose, Woodson, Blair, and Eby</i>	<i>None</i>	<i>None</i>

Nipomo Community Services District
REGULAR MEETING
MINUTES

NCSD PUBLIC FACILITIES CORPORATION ANNUAL MEETING

President Eby adjourned to the NCSD Public Facilities Corporation Annual Meeting.

ROLL CALL

At roll call, all Board members were present.

A. APPROVE MINUTES OF THE JULY 22, 2020 MEETING

There were no public comments.

Upon the motion of Director Blair and seconded, the Board unanimously approved the minutes of July 22, 2020.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
<i>Directors Blair, Woodson, Malvarose, Gaddis, and Eby</i>	<i>None</i>	<i>None</i>

President Eby adjourned to NCSD Regular Board Meeting.

F. GENERAL MANAGER'S REPORT

Mario Iglesias, General Manager, presented the item and answered questions from the Board.

Mario Iglesias, General Manager, requested an ad hoc committee be formed to review the Urban Water Management Plan. Directors Eby and Gaddis were appointed to the committee.

There were no public comments.

G. COMMITTEE REPORTS

None.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

None.

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9

- a. SMVWCD V. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750, AND ALL CONSOLIDATED CASES)

2. ANNUAL PERFORMANCE REVIEW PROCESS OF DISTRICT GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION §54957

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

Craig Steele, District Legal Counsel, announced the Board discussed Item 1 and 2 in Closed Session and took no reportable action.

ADJOURN MEETING


President Eby adjourned the meeting at 10:51 a.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	0 hour 45 minutes
Closed Session	1 hour 06 minutes
TOTAL HOURS	1 hour 51 minutes

Respectfully submitted,

Mario Iglesias, General Manager and Secretary to the Board

Date

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: AUGUST 6, 2021

**AGENDA ITEM
D-3
AUGUST 11, 2021**

**AUTHORIZE PURCHASE OF TRUCKS
IN ACCORDANCE WITH APPROVED FY 21-22 BUDGET**

ITEM

Authorize staff to purchase trucks in accordance with approved FY 21-22 Budget [RECOMMEND AUTHORIZE STAFF TO PURCHASE TRUCKS FROM PERRY FORD AT A COST OF \$73,849].

BACKGROUND

The District's FY 2021-2022 budget allocated funding for the purchase of a pickup truck for the Operations Department that will replace a 2009 Ford pickup truck and a new utility body truck for the Administration Department.

District staff solicited quotes for similarly equipped trucks from a local dealer as well as through Sourcewell, formerly known as National Joint Powers Alliance (NJPA), a national government purchasing cooperative that the District belongs to, and received quotes as follows:

Dealer	Total Cost Pickup Body	Total Cost with Utility Body
Perry Ford	\$31,099	\$42,750
Sourcewell	\$32,506	N/A

The vehicles quoted by both vendors meet the District's minimum specifications.

FISCAL IMPACT

Funding in the amount of \$105,000 was allocated in the FY 2021-2022 District budget for the purchase of a replacement pickup truck. Total cost to purchase one pickup truck and one utility body truck from Perry Ford is \$73,849.

RECOMMENDATION

Staff recommends that the Board, by motion and roll call vote, authorize staff to purchase one pickup truck and one utility body truck from Perry Ford for total cost of \$73,849.

ATTACHMENTS

None.

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TO: BOARD OF DIRECTORS

FROM: CRAIG A. STEELE
DISTRICT COUNSEL

REVIEWED BY: MARIO IGLESIAS
GENERAL MANAGER 

DATE: AUGUST 6, 2021

AGENDA ITEM

E-1

AUGUST 11, 2021

CONSIDER ANNUAL ADJUSTMENT TO GENERAL MANAGER'S BASE SALARY PURSUANT TO HIS EMPLOYMENT AGREEMENT

ITEM

Consider increasing the General Manager's base salary by 5% from the current amount of \$176,821.06 to \$185,662.11, pursuant to Section 5 "Salary", Subsection C, of the General Manager's Employment Contract [RECOMMEND APPROVAL OF ADJUSTMENT].

BACKGROUND

The General Manager works under an Employment Contract ("Contract") negotiated and approved by the Board of Directors. The Contract specified the General Manager's initial annual base salary and the Board has normally considered and adjusted that salary annually. In 2020, for example, your Board approved the same 3% Cost of Living Adjustment ("COLA") for the General Manager that the District provided to other employees. Currently, the General Manager's annual salary is \$176,821.06. This item proposes a 5% increase to the General Manager's base salary, to \$185,662.11. Pursuant to the Brown Act, public agency executive compensation decisions must be considered and approved as a regular agenda item at an open session of the Board.

The Board has concluded an annual performance evaluation of the General Manager as required by the Contract, and provided a positive evaluation. Other than the annual salary, all other provisions in the Contract will remain unchanged.

FISCAL IMPACT

Approval of the proposed salary adjustment will result in an increase in District spending by \$8,841.05 annually. The approved 2021-2022 budget will accommodate this change without requiring an amendment.

STRATEGIC PLAN

Goal 3. PERSONNEL AND ORGANIZATION. Maintain a qualified, long-term and productive workforce to assure an effective organization

3.B. ONGOING ACTIVITIES

B.1. Ensure the District is adequately staffed with high quality, long-term employees....

RECOMMENDATION

Recommend that the Board consider the request to adjust the General Manager's annual salary and, if appropriate, approve the 5% increase.

ATTACHMENTS

- A. Current NCSD General Manager Employment Contract
- B. First Amendment to General Manager Employment Contract

AUGUST 11, 2021

ITEM E-1

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT, is approved and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Mario Iglesias (herein also referred to as "General Manager" or "Iglesias"), with reference to that certain Employment Agreement between District and General Manager dated March 12, 2019 ("the Agreement").

1. Section 12.A. of the Agreement is hereby amended to read as follows (text to be added is underlined, text to be deleted is ~~struck through~~):

A. "Vacations:

1. Paid vacations shall accrue at the rate of 1 and 114th of a working day per month of paid employment (15 days/year).
2. The General Manager shall not take accrued vacation days until after the fifth (5th) month of employment
3. The General Manager shall not carry over more than one hundred sixty twenty (160) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached, ~~(120 160 hours)~~ vacation time will no longer be accumulated. Unless stated otherwise herein, on and after July 1, 2021 the General Manager shall not carry over more than one hundred twenty (120) hours of vacation leave per calendar year. After July 1, 2021 and oOnce the vacation accrual is below the maximum, vacation accrual will again start to accumulate.
4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) during any thirty (30) day period without prior approval of the Board President.
5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management."

2. Section 12.E. of the Agreement is hereby amended to read as follows (text to be added is underlined, text to be deleted is ~~struck through~~):

"The General Manager shall be entitled to eight (8) administrative leave days with pay per year. A limit of forty (40) hours of Administrative leave can cannot be accumulated and or carried over for a limited period into 2021 over one calendar year to the next. Unless otherwise stated herein, on July 1, 2021, the General Manager shall not carry over or accumulate more than eight (8) administrative leave days. Administrative leave shall not be scheduled when it would leave the District without appropriate management."

3. Except as specifically amended herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the below identified date.

GENERAL MANAGER



MARIO IGLESIAS

DATE: 12/9/20

DISTRICT



DAN ALLEN GADDIS
President of the Board

DATE: Dec. 9, 2020

APPROVED AS TO FORM:



CRAIG A. STEELE
District Legal Counsel

AUGUST 11, 2021

ITEM E-1

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

Attachments:
Exhibit "A" - General Manager Job Description

THIS AMENDED CONTRACT, is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Mario Iglesias (herein also referred to as "General Manager" or "Iglesias"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to continue its employment relationship with Mario Iglesias as General Manager of the District;

C. Mario Iglesias desires to continue his employment relationship as General Manager of the District.

D. It is the purpose of this Amended Contract to define the employment relationship of Mario Iglesias and the District during the terms of this Contract. All references to General Manager in this Contract refer to Mario Iglesias.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF GENERAL MANAGER

District hereby agrees to continue employing Mario Iglesias as District General Manager and Secretary to the Board of Directors (collectively "General Manager").

SECTION 2 - DUTIES

A. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

The General Manager shall be responsible for all of the following:

- (a) The implementation of the policies established by the board of directors for the operation of the district.
- (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district's facilities and services.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

(d) The supervision of the district's finances.

B. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

- (a) Maintaining accurate records of the proceedings of the Board of Directors.
- (b) Maintaining a book of District Ordinances or Codes with his/her attestation.
- (c) Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
- (d) Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph (a) above and deputize the Finance Director/Assistant General Manager to perform the duties referenced in paragraphs (b), (c) and (d) above in the absence of the General Manager

C. Iglesias agrees to perform the functions and duties specified in Subsections A. and B. above, in Government Code Section 61051 and the duties described in the District's General Manager job description attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as the District Board of Directors shall from time to time assign without additional compensation.

D. Both parties acknowledge that specific duties of the position may vary from time to time.

SECTION 3 - TERM

Subject to Section 4, Paragraph C, and the approval by the Board of Directors, this Contract shall take effect on July 1, 2019, ("Effective Date"), and shall remain in effect until terminated as provided in the following provisions:

A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of District to terminate the services of General Manager at any time, subject only to the provisions set forth in Section 4, paragraphs A, B and C of this Contract.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of General Manager to resign at any time from his/her position with District, subject only to the provisions set forth in Section 4, paragraph D, of this Contract.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A. General Manager understands and expressly agrees that he/she has no constitutionally protected property right or interest in his/her employment as General Manager.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

B. The General Manager shall serve at the will and pleasure of the District Board of Directors and may be terminated without cause.

1. In the event the General Manager is terminated without cause on or before the three hundred sixty-fifth (365th) day from the Effective Date, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to three (3) months base salary. In addition to Severance Pay, District shall pay General Manager for his/her accrued but unused vacation time, but not sick leave nor administrative leave, if any. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.
2. In the event the General Manager is terminated without cause from and after the three hundred sixty-fifth (365th) day from the Effective Date, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to five (5) months base salary. In addition to Severance Pay, District shall pay General Manager for his/her accrued but unused vacation time, but not sick leave nor administrative leave, if any. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

C. In the event General Manager is terminated for good cause, the General Manager shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave or administrative leave, if any. Additionally, the General Manager would receive any benefits that are lawfully required to be continued for the duration required by law. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

1. Any material breach by the General Manager of any term or provision of this Contract;
2. General Manager's failure to perform his/her duties in a professional and responsible manner consistent with generally accepted standards of the profession;
3. General Manager's misfeasance;
4. General Manager's malfeasance;
5. Conduct unbecoming the position of General Manager or likely to bring discredit or embarrassment to District;
6. Insobriety while representing the District;
7. Conviction of a misdemeanor involving moral turpitude;
8. Conviction of a felony;
9. Engaging in illegal business practices in connection with the District's business;
10. Misappropriation of the District's assets;
11. Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or
12. Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

D. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District forty-five (45) calendar days written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the effective date of resignation, and payment for any accrued vacation.

E. If this Contract is terminated by District for cause pursuant to paragraph C above and it is later determined that the termination was wrongful, such termination automatically shall be converted and treated as a Termination Without Cause under Section 4B above, and the General Manager shall be entitled to receive only amounts payable as referenced in Section 4B above.

SECTION 5 - SALARY

A. District agrees to pay the General Manager for his/her services rendered pursuant hereto an annual salary of one-hundred seventy-one thousand, six hundred seventy-one dollars (\$171,671) payable in equal installments at the same time as other employees of the District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.

B. District will perform a salary review and consider adjustments in compensation annually based upon the results of an annual performance evaluation and/or any significant changes in duties and responsibilities.

C. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract. Any increases to the General Manager's salary that may be reflected in this Amended Contract shall not be deemed a commitment to any future increases.

SECTION 6 - HOURS OF WORK

The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.

SECTION 7 - PERFORMANCE REVIEW

A. The General Manager shall receive an annual performance review.

B. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

such outside activities create a conflict of interest with the duties of General Manager and the interests of District.

SECTION 9 - PROFESSIONAL DEVELOPMENT

A. As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, District shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional development, participation, growth and advancement. Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from time to time between General Manager and Board President.

B. Expenditures for items in this Section shall be within the District's budgeted amounts for the appropriate category unless otherwise pre-approved by Board President. All books, subscriptions and other items obtained pursuant to paragraph A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board approval for travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California.

SECTION 10 - BENEFITS

A. Subject to District Resolution 2005-959, District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other District employees.

B. General Manager may elect to participate in District's 457 Deferred Compensation Plan.

C. District agrees to pay employer portion of the PERS contribution based on the current PERS Retirement Plan. If the District Board of Director's amends the Retirement Plan for existing employees, then the amended plan shall apply to the General Manager.

SECTION 11 - CELL PHONE REIMBURSEMENT

General Manager shall be reimbursed monthly at the rate of \$65.00 per month for maintaining a working cell phone, provided that said cell phone facilitates "24-7" District employee access to the General Manager.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

SECTION 12 - LEAVES

A. Vacations:

1. Paid vacations shall accrue at the rate of 1 and 1/14th of a working day per month of paid employment (15 days/year).
2. The General Manager shall not take accrued vacation days until after the fifth (5th) month of employment
3. The General Manager shall not carry over more than one hundred twenty (120) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached, (120 hours) vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.
4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) during any thirty (30) day period without prior approval of the Board President.
5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

B. Sick Leave: General Manager shall accrue, and have credited to his/her personal account, sick leave at the rate of one (1) working day per month cumulative to a maximum accrual of one hundred eighty (180) working days.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, and the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. Administrative Leave: The General Manager shall be entitled to eight (8) administrative leave days with pay per year. Administrative leave cannot be accumulated or carried over one calendar year to the next. Administrative leave shall not be scheduled when it would leave the District without appropriate management.

SECTION 13 - AUTOMOBILE

A. For District related uses the District shall make available an automobile/vehicle for the General Manager.

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

B. When the District's automobile/vehicle is not available the General Manager shall be reimbursed for the use of General Manager's personal vehicle at the prevailing IRS per diem mileage rate for mileage incurred in performing services for the benefit of the District excluding travel to and from work.

C. General Manager shall submit an expense claim form on a monthly basis for expenses referenced in paragraph B above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 14 - AUTOMOBILE INSURANCE

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five-hundred thousand dollars (\$500,000) per accident.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. General Manager shall provide District with a Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

The District may set other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 16 - JURY DUTY

The District General Manager will receive full pay and benefits while serving on a trial jury. Any court derived compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 17 - NOTICES

Notices pursuant to this Am ended Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326
Attn: President of the Board of Directors

2. Mario Iglesias
958 Vista Verde Ln.
Nipomo, CA 93444
805.931.4287
mario2cu@aol.com

Alternatively, notices required pursuant to this Amended Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 18 - INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Amended Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 19 - GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in a situation which is inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of Amended Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid; and (b) payment for any accrued vacation. General Manager's heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

D. If any term, covenant, condition or provision of this Amended Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

E. This Amended Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Amended Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Amended Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Amended Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Contract on the below identified dates.

GENERAL MANAGER



Mario Iglesias

DATE: 9-12-2019, 2019

DISTRICT



Ed Eby, President

DATE: 9-12, 2019

APPROVED AS TO FORM:



Whitney McDonald, District Legal Counsel

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

1. DEFINITION AND SUMMARY OF DUTIES

Under policy direction of the Board of Directors, plans, organizes, directs and coordinates all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; acts as District Financial Officer; performs related work as directed by the Board. This position has full-time management status, and is Fair Labor Standards Act exempt.

The General Manager is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions, and activities within policy guidance and applicable state and federal laws and regulations. The General Manager is the principal administrative person in overall charge of the District and its personnel. The incumbent is in a position of trust and confidence and serves as the District appointing and disciplinary authority for all employees of the District. The General Manager provides the Board of Directors with advice, recommendations, analysis of financial impacts and consultation on all matters related to the requirements of the District.

2. ESSENTIAL DUTIES AND RESPONSIBILITIES

- a) Plans, organizes, coordinates and administers, either directly or through subordinate directors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- b) Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; implements administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- c) Directs and coordinates the preparation and administration of the District annual budget; reviews and evaluates current programs, anticipates future needs, and formulates long-range financial goals of the District; reviews all District expenditures; provides financial management for the District.
- d) Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- e) Serves as principal Staff at Board Meetings, takes Board direction, implements Board policy.
- f) Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- g) Represents the Board and the District in contacts with governmental agencies, community groups and various businesses, professional and legislative organizations, District customers; and the media.
- h) Directs and coordinates preparation of rate schedules for the resale of water delivered to customers and other agencies; directs and coordinates preparation of rate schedules for the collection, treatment, storage and disposal of waste water.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

- i) Consults with legal counsel concerning matters of litigation, contracts and District operations; monitors legislation on the state, federal and local level; directs and coordinates changes required by new legislation.
- j) Leads staff; interviews and selects top management staff; reviews and approves staff training programs; recommends changes in organizational structure and position classification; evaluates the performance of subordinate directors; has authority to hire, discipline, and discharge employees, approves or disapproves merit salary increases; adjusts employee grievances within limits of delegated authority; delegates authority and holds subordinate directors and managers accountable for the efficient administration of their divisions or sections; provides guidance and direction to subordinate directors, managers and staff regarding human resources policies and procedures.
- k) Plans and directs the selection, training, assignment, supervision, and evaluation of employees; plans and directs District employees in areas of financial and program management.
- l) Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- m) Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs and accepts development plans and specifications for conformance with District standards on behalf of the District.
- n) Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal and local agencies. Coordinates planning and other activities of the District with those of other public agencies.
- o) Coordinates preparation and release to the media of information related to the programs and services of the District. Acts as spokesperson for the District on all matters.
- p) Meets with citizen groups, advisory bodies and others concerned with District programs and activities; represents the District and speaks before public bodies, groups, organizations and the public on matters pertaining to District programs and activities; attends conferences and seminars to keep informed of new developments and technologies.
- q) Interfaces with District customers and resolves service related issues and complaints.
- r) Directs the maintenance of District records and documents.

3. QUALIFICATIONS

This position requires knowledge and proficiency in the following:

- a) Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of employees.
- b) Principles, practices and procedures of public administration in a special district setting including Brown Act compliance, Special District law, and Proposition 218.
- c) Functions, authority, responsibilities and limitations of an elected Board of Directors.
- d) Principles and practices of potable water production, treatment and distribution.
- e) Principles and practices of wastewater treatment and disposal.
- f) Applicable legal guidelines and standards effecting special district administration and operation.
- g) Techniques for effectively communicating with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

4. ESSENTIAL ABILITIES

Ability to:

- a) Plan, organize, and coordinate the activities of the District.
- b) Work cooperatively with the elected Board of Directors to implement the policies set by the Board of Directors.
- c) Serve as technical advisor to Board of Directors, and the general public on water resources and sanitation issues.
- d) Develop and implement goals, objectives, policies, procedures, work standards and internal controls.
- e) Develop and administer an annual budget.
- f) Supervise and control the expenditure of funds and resources of the District.
- g) Provide excellent staff leadership. Effectively interview, select, train, supervise and evaluate subordinate directors, managers and staff.
- h) Establish and maintain harmonious working relationships with subordinates, representatives of county departments, other public agencies, private contractors, engineers, and the general public.
- i) Interpret, apply and explain complex laws, codes and regulations.
- j) Prepare and direct the preparation of simple, concise comprehensive written reports and oral presentations containing alternate solutions and recommendations regarding specific resources, plans and policies.
- k) Use initiative and independent judgment within general policy guidelines.
- l) Exercise initiative, ingenuity, and sound judgment in solving difficult administrative, economic, technical, and personnel problems.
- m) Evaluate District policies and procedures; define problem areas, and direct the implementation of policy decisions and practices to improve operations
- n) Make public presentations and conduct public hearings.
- o) Analyze and review draft staff reports and recommendations, and give constructive criticism.
- p) Use tact, discretion and prudence in dealing with those contacted in the course of the work including Board members, management team, employees, and members of the public.
- q) Work effectively and cooperatively with staff and a wide variety of customers and other individuals in person and over the telephone.
- r) Exercise sound independent judgment within established policy and procedural guidelines.
- s) Understand the necessity for and maintain confidentiality of information where necessary.

5. PHYSICAL REQUIREMENTS

With or without reasonable accommodation:

- a) Ability to read printed materials and a computer screen.
- b) Ability to type on a keyboard and use a mouse for extended periods of time.
- c) Ability to use a computer and software to access, record and convey information in a variety of formats.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

- d) Ability to interact in person and on the telephone, relaying information verbally.
- e) Ability to communicate clearly, concisely and effectively, both orally and in writing with a variety of people.
- f) Ability to maintain, regular, predictable, punctual attendance in person.
- g) Ability to compete and analyze information and financial material.
- h) Ability to drive to designated locations within and outside the District to inspect facilities or attend meetings.
- i) Mobility to work in a standard office environment and use standard office equipment.
- j) Ability to grasp, lift and move files, binders, boxes and other collections of documents (which can total up to 40 pounds).
- k) Ability to inspect District facilities in the field.
- l) Ability to attend meetings in person outside of normal working hours.
- m) Ability to oversee meetings and coordinate the actions of many people.
- n) Ability to travel to necessary locations to perform work tasks and participate in meetings.

6. EDUCATION AND EXPERIENCE

- a) Extensive knowledge of: public agency administration, personnel management, the principles and practices of water, wastewater and water resources management; the political attitudes and concerns surrounding water and wastewater services, control and utilization.
- b) Thorough knowledge of: laws, regulations and legal opinions relating to District administration, water rights, water supply and transmission activities, water quality, wastewater; infrastructure financing, sanitation systems, and; the principles and practices of public works administration and organization including personnel and fiscal management; and a working knowledge of budgetary practices and procedures; English syntax and grammar.
- c) Any combination of education and training which would provide the opportunity to acquire the knowledge and abilities listed. Graduation from an accredited college or university with a degree in public administration, business administration, engineering, law or a closely related field and seven (7) years' experience in administration and management positions with public agencies, with increasing levels of responsibility.

7. LICENSES

- a) Must possess a valid California Class C driver's license and have a satisfactory driving record.
- b) Must be bondable by District's fidelity bond insurer.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION:	General Manager
FLSA STATUS:	Exempt
REPORTS TO:	Board of Directors

ACKNOWLEDGEMENT:

By signing below, I acknowledge all of the following:

I have reviewed the above Job Description, and I understand it to be accurate and complete. I understand that the Board of Directors retains the right to assign me other tasks as necessary. I also understand that the Board of Directors has the right to change this Job Description and my assigned job duties at any time.

If, at any time, I am unable to perform any of the assigned job duties or need any accommodation for medical reasons, I will alert the Board President or his/her designee and will participate in an interactive process regarding possible workplace accommodations.


I understand that I am an exempt employee and may be required to work in excess of 40 hours per week without overtime compensation and am required to report to duty in cases of disaster response.

Employee's Name (print)

Employee's Name (signature)

Date

L:\Asst General Manager\PERSONNEL\JOB DESCRIPTIONS\GM 2015\APPROVED GENERAL MANAGER JD.docx

TO: BOARD OF DIRECTORS
REVIEWED: MARIO IGLESIAS
GENERAL MANAGER 
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS
DATE: AUGUST 6, 2021

**AGENDA ITEM
E-2
AUGUST 11, 2021**

**AUTHORIZE CONTRACT FOR CEQA COMPLIANCE SERVICES
FOR FOOTHILL TANK PROJECT
WITH SWCA ENVIRONMENTAL CONSULTANTS**

ITEM

Authorize contract for California Environmental Quality Act Compliance Services for Foothill Tank Project with SWCA Environmental Consultants in the amount of \$20,154 [RECOMMEND ADOPT RESOLUTION AUTHORIZING STAFF TO EXECUTE A CONTRACT IN THE AMOUNT OF \$20,154 WITH SWCA ENVIRONMENTAL CONSULTANTS FOR CEQA COMPLIANCE SERVICES FOR THE FOOTHILL TANK PROJECT, AUTHORIZING THE GENERAL MANAGER TO ISSUE CHANGE ORDERS WITH A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$4,000, AND APPROVING FY 2021-2022 BUDGET ADJUSTMENT IN THE AMOUNT OF \$24,154].

BACKGROUND

The District's 2007 Water System Master Plan identified the need to build additional water storage tanks at the District's Foothill Water Tank site. Early in 2010, the District contracted with Cannon to perform some conceptual site plan work to assist the District with identifying the land required for building additional water storage tanks at the site. The Foothill Tank Project (Project) was put on hold later in 2010 as the District shifted its focus to the Nipomo Supplemental Water Project.

The need for the additional water storage has not diminished and has actually increased given the limited amount of water storage that was constructed as part of the Nipomo Supplemental Water Project. Design and construction of the Project is not scheduled to begin until FY 23-24. However, the District is currently pursuing acquisition of the additional land required for the Project since it will likely take a considerable length of time to complete the process.

The California Environmental Quality Act (CEQA) defines the purchase of land as a project. Therefore, a necessary step, prior to acquisition of the additional land required for the Project, is to complete an environmental review for the Project in order to comply with CEQA. Staff solicited a proposal from SWCA Environmental Consultants for CEQA compliance services for the Project. Staff subsequently reviewed the proposal and determined that the proposal met the District's requirements.

Attached is SWCA's proposed scope of work, schedule and budget for CEQA compliance services for the Project. The proposal includes an optional task for public hearing support. Staff recommends that District include the public hearing support as part of SWCA's contract.

FISCAL IMPACT

Funding for the Project was not included in the FY 21-22 Budget. A transfer from Fund #700, Water Capacity Reserves, in the amount of \$24,154, is required to provide adequate funding for the Project for CEQA compliance work.

STRATEGIC PLAN

Goal 1 – WATER SUPPLY – Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

Goal 2. FACILITIES THAT ARE RELIABLE, ENVIRONMENTALLY SENSIBLE AND EFFICIENT. Plan, provide for and maintain District facilities and other physical assets to achieve reliable, environmentally sensible, and efficient District operations.

RECOMMENDATION

Staff recommends that the Board adopt a resolution authorizing staff to execute a contract in the amount of \$20,154 with SWCA Environmental Consultants for CEQA compliance services for the Foothill Tank Project, authorizing the General Manager to issue change orders with a total aggregate amount not to exceed \$4,000, and approving a FY 2021-2022 budget adjustment in the amount of \$24,154.

ATTACHMENTS

- A. Resolution 2021-XXXX Foothill Tank CEQA Services
- B. SWCA Project Scope, Schedule and Budget dated June 25, 2021

AUGUST 11, 2021

ITEM E-2

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2021-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AWARDING A CONTRACT FOR CEQA
SERVICES FOR THE FOOTHILL TANK PROJECT
TO SWCA ENVIRONMENTAL CONSULTANTS IN THE AMOUNT OF \$24,154
AUTHORIZING CONTINGENCY OF \$4,000, AND AMENDING FY 2021/2022 BUDGET**

WHEREAS, the Foothill Tank Project (Project) involves the construction of additional water storage tanks at the District's existing Foothill Water Tank site; and

WHEREAS, the District needs to acquire additional land adjacent to the existing tanks for the Project; and

WHEREAS, a necessary step prior to acquisition of the additional land required for the Project is to complete an environmental review for the Project in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, Staff solicited a proposal from SWCA Environmental Consultants for CEQA compliance services for the Project; and

WHEREAS, Staff subsequently reviewed the proposal and determined that the proposal met the District's requirements.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE
NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AS FOLLOWS:**

1. The General Manager is authorized to execute the contract for CEQA compliance services for the Foothill Tank Project with SWCA Environmental Consultants in the amount of \$24,154.
2. The General Manager is authorized to issue Change Orders for the Project with an aggregate total amount not to exceed \$4,000.
3. The Board authorizes transfer of \$24,154 from Fund #700, Water Capacity Reserves, to provide funding for the project in the FY 2021-2022 Budget.
4. The above recitals and findings are incorporated herein by this reference.

On the motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
CONFLICTS:

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2021-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AWARDING A CONTRACT FOR CEQA
SERVICES FOR THE FOOTHILL TANK PROJECT
TO SWCA ENVIRONMENTAL CONSULTANTS IN THE AMOUNT OF \$24,154
AUTHORIZING CONTINGENCY OF \$4,000, AND AMENDING FY 2021/2022 BUDGET**

The foregoing resolution is hereby adopted this 11th day of August 2021.

ED EBY
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND
LEGAL EFFECT:

MARIO IGLESIAS
General Manager and
Secretary to the Board

CRAIG A. STEELE
District Legal Counsel

AUGUST 11, 2021

ITEM E-2

ATTACHMENT B



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

1422 Monterey Street, B-C200
San Luis Obispo, California 93401
Tel 805.543.7095 Fax 805.543.2367
www.swca.com

June 25, 2021

Peter Sevcik, P.E.
Director of Engineering and Operations
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

Re: Foothill Water Tanks Site Acquisition Project CEQA Compliance Services / SWCA No. P67881

Dear Mr. Sevcik:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate to provide environmental services for the proposed Nipomo Community Services District (NCSD) Foothill Water Tanks Site Acquisition Project (project).

Based on our understanding of the proposed project and anticipated key issues, SWCA believes that an Initial Study/Mitigated Negative Declaration supported by archaeological and biological surveys would be the appropriate California Environmental Quality Act (CEQA) document for this project. The proposed project only includes NCSD's acquisition of the tank site; however, we understand the NCSD has developed two conceptual development alternatives for the construction of additional water storage tank(s) at the Foothill Site. SWCA would evaluate both the design options as reasonable case development scenarios within the IS/MND in an effort to streamline future CEQA requirements when/if development of additional tank(s) is proposed at the site. Our scope includes project management through preparation of necessary documentation to support a CEQA determination, responding to public and agency comments received with regard to the project, and attendance at public hearings on the project (if requested by NCSD).

The cost to complete the proposed tasks, as described in the attached scope of work, is a cost not to exceed (NTE) total of **\$19,258.00**. Thank you for providing us with the opportunity to work with you. Should you have any questions regarding our scope of work or cost estimate, please contact me at (805) 539-2867 or cassidy.williams@swca.com.

Sincerely,

A handwritten signature in black ink that reads "Cassidy L. Williams". The signature is written in a cursive style.

Cassidy Williams, B.S.
Environmental Planner / Project Manager

A handwritten signature in black ink that reads "Emily Creel". The signature is written in a cursive style.

Emily Creel, J.D.
Planning Team Lead

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) is pleased to submit our scope of work and cost estimate to the Nipomo Community Services District (NCSD) to provide environmental services for the proposed Foothill Water Tanks Site Acquisition Project.

It is our understanding that the project includes the acquisition of approximately 0.97 acre of land located adjacent to the existing Foothill Water Tank site north of the intersection of East Tefft Street and Dana Foothill Road for the future development of 2 million gallons of additional water tank storage. Although no tank development is currently proposed, it is anticipated that future development on the site would include either the construction of two 1-million-gallon steel water storage tanks or the construction of one 2-million-gallon concrete water storage tank. Future development on-site would also include construction of a drainage basin to capture stormwater flows on-site. The future development of water storage facilities at this site would ensure that the NCSD could meet its service demands for a minimum of 3 days in the event of an emergency where primary water supplies are made unavailable.

Based on our understanding of the project and familiarity with the project area, SWCA has identified the following scope of services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) supported by archaeological and biological surveys for the project, prepare responses to comments received, and provide public hearing support (if requested by NCSD).

TASK 1: PROJECT MANAGEMENT

SWCA project management will include general management of the environmental project team, as well as coordination/correspondence with NCSD, the project engineer, and regulatory agencies, as deemed appropriate by NCSD. SWCA Environmental Planner / Project Manager Cassidy Williams will serve as the Environmental Team Lead and SWCA Project Manager for the proposed project.

Our approach to project management includes maintaining clear and consistent lines of communication within the project team to ensure environmental tasks are completed in line with the project schedule and scope. It has been our experience that maintaining open lines of communication is critical when challenging circumstances arise to minimize confusion and maximize the problem-solving effort.

Our management of the project will include regular status meetings (e.g., weekly or monthly, depending on the status of the project) to be scheduled in coordination with the NCSD, including preparation of agendas and minutes, coordination with the District's design consultant (as necessary), preparation of a project schedule and regular updates to the project team related to the schedule, and submission of monthly progress reports with monthly payment requests.

TASK 2: PROJECT KICKOFF MEETING AND SITE VISIT

This task includes one in-person project kick-off meeting (subject to any District or SWCA COVID-19 safety protocols), assumed to be coordinated with a site visit to refine the project description, discuss the anticipated CEQA issue areas, field review project areas, and facilitate scheduling of the technical surveys. This meeting will also be used to identify whether any additional information is needed to proceed with the environmental analysis.

TASK 3: TECHNICAL STUDIES

Based on our understanding of the proposed project and anticipated key issues, as well as our familiarity with the proposed project setting, we propose preparation of archaeological and biological surveys to support the California Environmental Quality Act (CEQA) documentation for the project.

3.1 Archaeological Resources Survey Report

Compliance with CEQA requires that an affirmative search be undertaken to identify properties listed in, determined eligible for, or eligible for listing in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) that may be impacted by the proposed project. SWCA will conduct background research, in part, by performing a records search for the property at the Central Coast Information Center (CCIC) located at the University of California, Santa Barbara. The CCIC is the regional office of the California Historical Resources Information System (CHRIS) and the primary purpose of the records search is to acquire site records for all relevant previously recorded cultural resources within 0.25 mile of the project area as well pertinent copies of previous studies.

SWCA will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. SWCA assumes the NCSA, as the CEQA Lead Agency, will conduct any requisite consultation as part of their obligations under Assembly Bill 52, which requires lead agencies to take into consideration Native American concerns regarding development projects. This proposal does not include individual Native American contact or outreach.

Upon completion of the CHRIS records search, SWCA will conduct a pedestrian survey of the entire project area. SWCA archaeologists will conduct the survey utilizing pedestrian transects spaced at intervals of approximately 5 meters, covering all portions of the project area. For the purposes of this proposal and cost estimate, SWCA assumes that the survey will be negative and is not including the recordation of any resources. If any resources (e.g., prehistoric or historic archaeological sites) are identified during the pedestrian survey, a change order will be requested to officially document the resource(s). No testing or evaluation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Upon completion of the literature review and field survey, SWCA will prepare a brief technical letter report that will include maps depicting the area surveyed, summarize the results of the study, and provide management recommendations for resources within or near the project area. SWCA assumes that only one round of review by the NCSA will be necessary. If the locations of sensitive archaeological sites or Native American cultural resources are shown or described in the report, the report will be considered confidential. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a "need to know" basis.

3.2 Biological Resources Survey

The project site is located within the range of Pismo clarkia (*Clarkia speciosa* ssp. *immaculata*), a plant species listed as Rare under the California Endangered Species Act (CESA) and listed as Endangered under the Federal Endangered Species Act (FESA). The project is also located within close proximity of the East Santa Maria metapopulation of California tiger salamander (CTS; *Ambystoma californiense*), which is listed as Threatened under CESA and FESA and is identified as a species of special concern by the California Department of Fish and Wildlife.

To support the preparation of the project CEQA document, SWCA staff would conduct a biological survey of the project area. Surveys for annual plant species shall be conducted during the appropriate blooming period for species of concern, including Pismo clarkia, as required by agency protocols. The biological resources survey will include a survey of the project site to (1) evaluate existing conditions to determine presence or absence of special-status plant species and the area's suitability to support special-status wildlife species; (2) document and record species

observed; (3) map all habitats, trees, and sensitive resources present using a Trimble® GeoXT Global Positioning System (GPS) unit; and (4) identify areas that may need to be avoided during project implementation. Should this not be possible due to project schedule, SWCA would evaluate the potential for species to occur and if a species cannot be discounted, additional surveys may be required prior to construction along with proposed mitigation should impacts be identified. All findings of the biological survey would be incorporated into the Biological Resources section of the IS/MND, with a focused discussion on habitat suitability and potential impacts associated with Pismo clarkia and CTS. This focused discussion would include additional research and identification of the location of the site within the CTS population range, proximity to mapped CTS Critical Habitat areas, and a comprehensive evaluation of habitat suitability and potential impacts to CTS.

If any sensitive resources are encountered during surveys, SWCA will immediately notify the NCS D to discuss the findings, and possible solutions.

TASK 4: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

SWCA will prepare an Initial Study/Mitigated Negative Declaration to document the project's compliance with CEQA. Pursuant to Section 15063(d) and (f) of the State CEQA Guidelines, the IS/MND will include:

- A description of the project, including the location of the project.
- An identification of the environmental setting.
- An identification of environmental effects, including cumulative impacts, by use of an environmental checklist. SWCA will utilize the checklist provided in Appendix G of the State CEQA Guidelines and modify it, as necessary, to meet the NCS D's needs. The entries on the checklist will be adequately explained to show the evidence relied on to make the entry.
- A discussion of the ways to minimize the potentially significant effects identified, if any. The IS will include a generalized narrative or list of mitigation options.
- An examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls.

This task will also include two rounds of review by the NCS D. SWCA will prepare an administrative draft IS/MND for NCS D review and will revise the IS/MND to respond to any comments made by the NCS D before preparing a revised "screen check" draft for final NCS D approval. SWCA will prepare a Mitigation Monitoring and Reporting Plan (MMRP) to accompany the IS/MND, as well as draft notices for public circulation of the IS/MND, including a draft Notice of Intent to Adopt an MND, Notice of Completion, and a State Clearinghouse Summary Form.

As of November 3rd, 2020, the Office of Planning and Research is no longer accepting hard copy submittals and consultants to lead agencies can only submit documents electronically through the CEQA Net Database if they complete a registration process in coordination with the Lead Agency prior to document submittal. Therefore, SWCA will prepare the required notices and assumes the NCS D will either authorize SWCA to submit CEQA documents on their behalf or submit the project documents to the State Clearinghouse. SWCA will coordinate posting of the appropriate notice at the County Clerk's Office and mail the documents to interested citizens on the NCS D's mailing list; however, we assume the NCS D will coordinate publishing the notice in a newspaper of general circulation and payment of associated fees.

TASK 5: RESPONSE TO COMMENTS AND FINAL IS/MND

SWCA will prepare written responses to substantive comments received on the IS/MND for the administrative record and to inform decision makers. SWCA will make any necessary revisions to the IS/MND in response to public or agency comments. This task will also include two rounds of review by the NCS D. SWCA will prepare an

administrative final IS/MND for NCSD review and will revise the IS/MND to respond to any comments made by the NCSD before preparing a revised "screen check" document for final NCSD approval. SWCA will prepare a final Mitigation Monitoring and Reporting Plan (MMRP) to accompany the final IS/MND, as well as the Notice of Determination. We assume the NCSD will file the NOD with the County Clerk and pay any associated California Department of Fish and Wildlife (CDFW) environmental filing fees.

OPTIONAL TASK 6: PUBLIC HEARING SUPPORT

As an optional task and upon request by the NCSD, SWCA's project manager, Emily Creel, will be available to attend public hearings on the project and will be available to assist with a project presentation, preparation of meeting materials, and responses to questions and comments.

SCHEDULE

SWCA is prepared to initiate this scope of work immediately after receiving a signed contract. We will coordinate with the NCSD to ensure all internal deadlines for the project are met (refer to Table 1). Note that these timeframes are just estimates; we are willing to commit to the overall project schedule developed by the NCSD and will provide environmental documentation within the timeframes necessary to maintain the overall project schedule to the extent feasible. All documents will be provided in electronic format.

Table 1. Schedule

TASK	ESTIMATED TIME OF COMPLETION
Project Management	Throughout duration of project
Project Kickoff Meeting/Site Visit	Within 2 weeks of authorization to proceed and receipt of project materials
Archaeological Resources Survey Report	Within 30 days of receipt of CHRIS records search results
Biological Resources Survey	During the appropriate blooming period for Pismo clarkia and other species with potential to occur at the project site
Administrative Draft IS/MND	Within 30 days of completion of Technical Studies
Screen Check Draft IS/MND	Within 2 weeks of receipt of comments on Administrative Draft IS/MND
Public Review Draft IS/MND	Within 5 days of receipt of comments on the Screen Check Draft IS/MND
Public circulation	30 days
Response to Comments (if necessary) and Final IS/MND	Within 2 weeks of close of public circulation period
Public Hearing	To be determined
TOTAL	Approximately 6 months, including accommodation of the appropriate blooming period for Pismo clarkia (May through July) if feasible

COST ESTIMATE

Based on thoughtful consideration of the project requirements, and a thorough estimate of the attendant labor and direct costs, SWCA's estimate for completion of the scope of work described above, not including the optional task, is a time and materials cost not-to-exceed (NTE) **\$19,258.00**. We have attempted to be conservative in preparation of

the budget with regard to the level of effort required so that the overall cost estimates are reasonable for your planning purposes. SWCA will not proceed with any work in excess of the budget without prior authorization to proceed from the NCSD. A detailed cost breakdown is provided in Table 2 below.

Table 2. Scope of Work Cost Estimate

TASK	STAFF HOURS	FEE
Task 1: Project Management	12	\$1,944
Task 2: Project Kickoff Meeting and Site Visit	8	\$1,229
Task 3.1: Archaeological Resources Survey Report	25	\$2,625
Task 3.2: Biological Resources Survey	24	\$3,849
Task 4: Initial Study/Mitigated Negative Declaration	56	\$6,898
Task 5: Response to Comments and Final IS/MND	20	\$2,712
	PROJECT TOTAL	145
		\$19,258
Optional Task 6: Public Hearing Support (per hearing)	8	\$896
	PROJECT TOTAL WITH OPTIONAL TASK	153
		\$20,154

ASSUMPTIONS

For budgeting purposes, we are making the following assumptions because some of these items are beyond SWCA's control and because these factors could significantly affect project schedule and cost.

1. The NCSD will handle publication of the IS/MND in a newspaper of general circulation and filing of the NOD and payment of associated CDFW environmental filing fees.
2. Only one in-person meeting will be required, in addition to attendance at public hearings if held in-person.
3. NCSD will either complete the registration process to allow SWCA to submit CEQA documents on their behalf to the State Clearinghouse or complete the CEQA document submittal process independently.

TO: BOARD OF DIRECTORS
 FROM: MARIO IGLESIAS
 GENERAL MANAGER *MS*
 DATE: AUGUST 6, 2021

**AGENDA ITEM
 F
 AUGUST 11, 2021**

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- *Period covered by this report is July 25, 2021 through August 7, 2021.*

DISTRICT BUSINESS

Administrative

The District encourages residents to provide reports of any observed water waste. The District also keeps an accounting of leak adjustments as a measure of non-revenue water lost to leaks as well as tracking late fee waivers. The table below provides July and Fiscal Year-to-date data of these items. The District did not impose late fees during the reporting period January 2021 through June 2021. July 2021 is the first month this calendar year that late fees were charged.

OFFICE ACTIVITIES

	July 21	Jan 21 - Dec 21
Reports of Water Waste	0	0
Leak Adjustments	2	7
Leak Adjustment Amount	\$257	\$7,285
Late Fee Waivers (Fees Start 7/1/21)	10	10
Late Fee Waiver Adjustment Amount	\$346	\$346

Water Resources

Table 1. Total Production Acre Feet (AF)

	Jul-21	Jul 21 - Jun 22
Groundwater Production	109.1	109.1
Supplemental Water Imported	<u>98.5</u>	<u>98.5</u>
Total Production	207.6	207.6

The District's total combined production, including groundwater production wells and supplemental water imported through the Joshua Road Pump Station, registered 207.6 AF for the month of July 2021.

NCSD imported 98.5 AF of water over the 31 day period in July, averaging 719 gallons per minute for an average total over 1 million gallons per day. For fiscal year 2021-22 the District must import at least 1,000 AF (84 AF per month on average) of supplemental water to meet the contractual obligation it has with the City of Santa Maria. The District has imported 98.5 AF of water for the first month of the 12 month period, July 2021 through June 2022. Compared to our required 1,000 AF [Contract Amount], at the current take level, the District would be 14.5 AF over the minimum for the fiscal year ending June 30, 2022.

NCSD GW Reduction

The District's purveyor customers, Golden State Water Company and Woodlands Mutual Water Company, each claim 16.66% (cumulatively 33.33%) of the imported water NCSD brings onto the basin through the NSWP. Of the 1,000 AF minimum imported water from the City of Santa Maria, 333 AF or 33.33% of the total imported water – whichever is greater – will be credited to these two purveyor customers. The credited amount must be added to the District's groundwater pumping total every month to reflect the groundwater pumped by these customers in-lieu of taking imported water from the District. Table 2 below demonstrates the calculus for determining the District's adjusted groundwater pumping reduction.

	Jul-21	Jul 20 – Jul 21
NCSD GW Well Production	109.1	109.1
Purveyor Customer Credit (33.3% of Import Water)	<u>32.8</u>	<u>32.8</u>
NCSD Total Calculated GW Production	141.9	141.9
Average GW Production for 2009-2013	<u>291.2</u>	<u>291.2</u>
NCSD Percentage of GW Reduction	51%	51%

2022 Fiscal Year Groundwater Pumping Forecast

Table 3 projects the District's groundwater pumping reduction for the 2022 Fiscal Year. Under the current Stage 4 of the NMMA Water Shortage Response Stages, the targeted groundwater pumping reduction goal is to pump a total of 1,266 AFY (50% of 2009-2013 average District GW Pumping). July 2021 actual production and August 2021 through June 2022 historic production are combined to estimate the projected estimate.

Each year water demand trends slightly different depending upon the weather, a major factor that drives water consumption. As actual data replaces projected data, the value of the table to provide year-end groundwater reduction targets becomes more reliable and aids staff in recognizing opportunities for shifting water production strategies. Table 3 shows the District falling short of its pumping reduction goals for fiscal year 2022 by approximately 100 acft. Efforts will be made to reduce the shortfall. New pumps at JRPS will be installed in the second quarter of the fiscal year and once installed will greater add to the District's import water capacity.

Table 3 projects the District's groundwater pumping reduction for the Fiscal Year 2021.

	Jul-21	Year-to-Date Jul-Jun 2021	Target	Over/(Under)	
NCSD GW Well Production	109.1	1,005.6			
Purveyor Customer Credit (33.3% of Import Water)	<u>32.8</u>	<u>360.6</u>			
NCSD Total Calculated GW Production	141.9	1,366.2	1,266.0	(100.19)	AcFt
Average GW Production for 2009-2013	<u>291.2</u>	<u>2,533.4</u>	<u>2,533.4</u>		
NCSD Percentage of GW Reduction	51%	46%	50.0%		

Table 4 compares the previous year's groundwater pumping with the current year's groundwater pumping for the same period.

	Jul-21	Jul 21 -Jun 22	Jul-20	Jul 20-Jun 21
NCS D GW Well Production	109.1	1,005.6	120.1	1,016.6
Purveyor Customer Credit (33.3% of Import Water)	32.8	360.6	30.9	358.7
NCS D Total Calculated GW Production	141.9	1,366.2	151.0	1,375.3
Average GW Production for 2009-2013	291.2	2,533.4	291.2	2,533.4
NCS D Percentage of GW Reduction	51.3%	46.1%	48.1%	45.7%

Rainfall Gauge – (gathered from the following websites)

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
July 2021 Total	0.00	0.00
July-2021 through June-2022 (Season Total)	0.00	0.00
Aug 1, 2021 – Aug 6, 2021	0.00	0.00
Total Rainfall to date	0.00	0.00
County Reported Avg. Ann. Year Rainfall	18.0 ¹	14.0 ²
2006 - 2020 Avg. Ann. Year Rainfall*	15.39	13.30
2006 - 2020 Median Ann. Rainfall*	12.64	11.30

*Data from County website

Safety Program

No Safety Incidents to Report

Other Items

- COVID19 NCS D Response Plan Update [Attachment A]
- Integrated Waste Management Authority – Seeking Nominations for Representative

Connection Report

Nipomo Community Services District
 Water and Sewer Connections

END OF MONTH REPORT

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Water Connections (Total)	4476	4477	4485	4486	4495	4496	4496					
Sewer Connections (Total)	3243	3243	3250	3250	3259	3260	3260					
New Water Connections	1	1	8	1	9	1	0					
New Sewer Connection	1	0	7	0	9	1	0					
Galaxy & PSHH at Orchard and Division Sewer Connections billed to the County	477	477	477	477	478	478	478					

The Connection Report is current to July 31.

Supplemental Water Capacity Accounting
Summary Since January 25, 2008

	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500
Supplemental Water Reserved (Will Serve Letter Issued)	131	-69.2
Subtotal Net Supplemental Water Available for Allocation	816	430.8
Supplemental Water Assigned (Intent-to-Serve Issued)	175	-92.4
Total Remaining Supplemental Water Available for Allocation	641	338.5

As of August 5, 2021

Meetings (July 25 through August 7)

Meetings Attended (telephonically or in person):

- July 26, Admin Supervisor Mtg.
- July 26, Dir. Gaddis, G.C. Steele
- July 27, Sup. Compton, Board Officers
- July 27, Staff Mtg. - Cust. Service Specialist
- July 28, Rotary
- July 28, Regular NCSD Board Meeting
- July 28, Exec. Team After-Board Meeting
- July 29, District Code Review
- July 29, Blacklake Street Light Consultant
- July 30, Staff Mtg. - Cust. Service Specialist
- Aug 2, Staff Mtg. - Admin Supervisor Mtg.
- Aug 2, NCSD Management Team Mtg.
- Aug 2, NCSD Board Officer Mtg.
- Aug 3, Staff Mtg. - Cust. Service Specialist
- Aug 3, Eng/Admin Planning Mtg.
- Aug 4, Rotary
- Aug 4, CSDA Managers Meeting
- Aug 5, Financial Advisor – De Crinis
- Aug 6, Staff Mtg. - Cust. Service Specialist
- Aug 6, Developer – Dana Reserve
- Aug 6, PG&E, PSP Program Update

Meetings Scheduled (August 8 through August 14):

Upcoming Meetings (telephonically or in person):

- Aug 9, Staff Mtg. - Admin Supervisor Mtg.
- Aug 10, Rotary
- Aug 11, Regular NCSD Board Meeting

- *Aug 11, Exec. Team After-Board Meeting*
- *Aug 12, Exec. Team – Code Book Review/Update*
- *Aug 13, Staff Mtg. - Cust. Service Specialist*
- *Aug 13, MKN – UWMP Review*

Upcoming Water Resource and Other Meetings

Upcoming Standing Meetings:

- *NMMA-TG: August 19th (Thursday) @ 10:00 AM, Conf. Call*
- *RWMG: September 1st (Wednesday) @ 10:00 AM – Zoom Meeting*
- *WRAC: September 1st (Wednesday) @ 1:30 PM, Zoom Meeting*
- *NMMA Purveyor Meeting: August 19th (Thursday) @ 11:00 PM, Zoom Meeting*
- *NCSD Board Officer Meeting: August 30th (Monday) @ 2:00 PM, NCSD Conf. Rm.*

RECOMMENDATION

Staff seeks direction and input from your Board

ATTACHMENTS

- A. COVID19 - NCSD Response Plan

AUGUST 11, 2021

ITEM F

ATTACHMENT A

Date: August 11, 2021 Board Meeting
Response Activities to COVID19 Health Emergency
Prepared by: Mario Iglesias, General Manager

DISTRICT RESPONSE TO COVID-19, Updated August 6, 2021

New Actions

COVID19 Rapid Test Kits being sought by management to provide at-work testing option.

Personnel on Quarantine

Office Personnel:

No administrative personnel affected at this time

Operational Personnel:

No operational personnel affected at this time.

Vaccine Update:

- 16 District Personnel received their second dose of the vaccine.
- 4 employees declined vaccination

Ongoing Actions

1. Following Cal/OSHA guidelines
2. Participate in SLO County EOC Briefings
3. Review SLO County EOC Status Reports
4. Practicing Social Distancing
5. Face coverings are required when employees are in District Buildings when they are away from their work stations
6. Office Rules for Safe Customer Management – CDC Guidance Enforced

Previous Actions

1. NCSO Board Passes Resolution Declaring Emergency in District [Res. 2020-1550, Mar. 24, 2020]
2. Admin Office Closed to the Public
 - a. Meetings are virtual – Conference Calls
3. Discontinued: Split staff into two teams
 - a. See schedule on Response Plan
4. Received directions for FEMA Public Assistance – Cost Tracking Guidance
5. Governor's Executive Order – No Water Turn-offs
 - a. District instituted this policy as well as a No Late Fee – No Penalty Fees
6. Wipe-down between shifts
7. Each operator in separate designated vehicle.
8. Received additional PPE. Administration Staff will be on normal schedule 8-4:30 starting Monday May 18th
9. Operations Staff are on normal 7:00 am to 3:30 pm work schedule as of Monday, May 4th. County opened up construction sites.
10. Expanded Customer Service Work to include site visits for investigations (high bills, meter issues) week of May 11
11. Trailers for quarantine have been returned – May 1

Date: August 11, 2021 Board Meeting
Response Activities to COVID19 Health Emergency
Prepared by: Mario Iglesias, General Manager

12. District to begin wastewater sampling in conjunction with County effort to determine presence of COVID19 in communities – May 11
13. Temporary Admin Support Workers brought back to Office (Provider incentivized due to PPP Funds) – June 1
14. Lobby Modifications: Glass is equipped with speaker plates to allow the communication between customer and clerk without opening the sliding window.
15. Board Meetings open to the public.
16. County Offices Continued Closed with Appointments provided to some departments as needed.
17. June 18, 2020, Governor Order issued requiring face masks be worn in public places. District management purchased disposable face masks for staff, Board Members, and any public that attends District Board Meetings and lack a face mask.
18. The customer counter window modifications at the office are completed.
19. Capital Improvement Projects continue to be impacted and schedules for completion continue to be pushed back due to material delivery delays.
20. Administrative Office open to public – April 19, 2021