

TO: BOARD OF DIRECTORS  
REVIEWED: MARIO IGLESIAS  
GENERAL MANAGER  
FROM: PETER V. SEVCIK, P.E.  
DIRECTOR OF  
ENGINEERING & OPERATIONS  
DATE: JANUARY 6, 2022

**AGENDA ITEM  
D-4  
JANUARY 12, 2022**

**AUTHORIZE CONTRACT AMENDMENT FOR  
DESIGN ENGINEERING SERVICES FOR  
EUREKA WELL REPLACEMENT PROJECT**

**ITEM**

Authorize contract amendment for design engineering services for the Eureka Well Replacement Project in the amount of \$43,143 with Cannon Corporation. [RECOMMEND AUTHORIZE DESIGN CONTRACT AMENDMENT WITH CANNON CORPORATION IN THE AMOUNT OF \$43,143].

**BACKGROUND**

The Eureka Well was historically one of the District's largest producing wells and was extremely important for water supply reliability. The well was drilled in 1979 and the 2007 Master Plan Update identified a nominal flow capacity of 890 gallons per minute (gpm) for the well based on the long-term average of flow records. In late 2016, the well casing failed and staff determined that the well needed to be properly abandoned and replaced with a new well. The plan was to drill the replacement well on the same site as the existing well since the existing well had excellent water quality and quantity characteristics. In addition, using the existing site for the replacement well would maximize use of the District's investment in support infrastructure at the site.

In 2017, the Board authorized a Task Order with Martin B. Feeney for professional hydrogeological services to assist in the design and drilling of the new well. The Board also authorized a Task Order with Cannon Corporation to assist in the design, bidding, and equipping of the new well. The original plan was to bid the well equipping contract immediately after completion of drilling of the new well.

Drilling a replacement well required the District to develop a plan for managing a significant amount of development water. More well drilling and development water than initially estimated needed to be disposed of during the well drilling process and establishing a means for managing this development water was critical in planning the project. In 2018, the Board authorized staff to negotiate with a neighboring landowner to lease property for a spray field. Those negotiations were completed in 2019 and the new well was successfully drilled in 2020.

The District put the design for equipping the well on hold in 2018 at the 60% complete design stage pending completion of drilling of the replacement well and now needs to complete the design process. Cannon has estimated the increased cost required to complete the design for equipping the well is \$43,143. The main reasons for the increased design costs are that the plans and specifications need to be updated to add a prefabricated metal building as a base bid item and a roll-a-part building as an alternate bid item, revise site grading, revise pump discharge piping, add a slab and receptacle panel for a portable generator, and integrate existing chemical feed building instrumentation with the new well equipment. Updated design documents are key to mitigating the potential for problems during the construction process and will help ensure the

**ITEM D-4 EUREKA WELL ENGINEERING  
SERVICES CONTRACT AMENDMENT  
JANUARY 12, 2022**

**PAGE 2**

long-term performance of the well. Cannon proposes to complete the design by the end of February 2022.

**FISCAL IMPACT**

The current design contract amount is \$146,120. The contract amendment of \$43,143 will increase the overall contract amount to \$189,263.

The District's 2021/2022 Budget includes \$600,000.00 for the Eureka Well replacement project.

**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, by motion and roll call vote, authorize a contract amendment with Cannon Corporation in the amount of \$43,143 for engineering services for the Eureka Well Replacement Project.

**ATTACHMENTS**

- A. December 15, 2021, Cannon Additional Services Agreement No. 2, NCSD Eureka Well Replacement Project

JANUARY 12, 2022

ITEM D-4

ATTACHMENT A



December 15, 2021

Peter V. Sevcik, P.E.  
Director of Engineering and Operations  
Nipomo Community Services District  
148 South Wilson Street  
Nipomo, CA 93444

**PROJECT:       ENGINEERING SERVICES FOR THE EQUIPPING OF THE EUREKA WELL  
                  ADDITIONAL SERVICES AGREEMENT NO.2**

Dear Mr. Sevcik:

As discussed in our 100% Design Review Meeting on November 3, 2021, Cannon is pleased to present this scope of work and fee for additional work for this project. The additional work amounts to the following tasks:

- A. Add a Prefabricated Metal Steel Pump and Electrical Building to the design plan package in addition to the Roll-A-Part Building. The Roll-A-Part Building design will remain as an Alternate Bid item. Plans and Specifications will be modified accordingly.
- B. Revise site grading to accommodate the access path from the sliding gate to the well head.
- C. Revise the well pump's discharge piping to accommodate a hydraulic check valve and relocating the deep well pump control valve into the building. The pump discharge piping will consequently increase the Roll-A-Part Building footprint.
- D. Design a concrete slab and receptacle panel for portable generator.
- E. Research and identify existing I/O at Chemical Building. Validate connection point at the chemical building to the new well house control panel. Validate sufficient spare I/O on proposed PLC. Add loop drawings for the additional I/O.

The work plan would be to resubmit the 100% Plans, Specifications and Opinion of Probable Construction Cost. A 100% review meeting is included to review and discuss the revised 100% design submittal. The original work plan, as laid out in the Additional Services Agreement No. 1, dated December 23, 2020, will follow with the Final Submittal as the next step.

The total additional fees required for design and engineering are summarized in the attached fee schedule.

Our schedule to complete and provide the 100% submittal package is 1/31/2022.



*Proposal: Engineering Services for the Equipping of the  
Eureka Well*

Should you have any immediate questions, please feel free to contact me to further discuss project details.

Sincerely,

A handwritten signature in cursive script that reads "Eric Porkert".

Eric Porkert  
General Manager/Senior Principal Civil Engineer  
C 57562



**FEE SCHEDULE  
NIPOMO COMMUNITY SERVICES DISTRICT  
WATER WELL EQUIPPING - EUREKA WELL SITE**

		<b>Cannon</b>																		
		Civil Senior		Quality Control		Electrical		Senior		Civil		Structural		SCADA		Mechanical		Total		
		Principal Engineer		Engineer		Engineer		Engineer		Engineer		Engineer		Engineer		HVAC				
		Hourly Rate		\$223		\$232		\$195		\$188		\$148		\$199		\$183				Lump Sum
Phase	Task	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	
<b>ASA No.2 - ENGINEERING AND DESIGN SERVICES</b>																				
1	1	Project Management	4	\$892				1	\$188									5	\$1,080	
	2	Prepare and Submit 100% Plans and Specifications	2	\$446	1	\$232	16	\$3,120	20	\$3,760	40	\$5,920	40	\$7,960	32	\$5,840		\$1,705	151	\$28,983
	3	Prepare and Submit 100% Opinion of Cost	1	\$223	1	\$232			1	\$188									3	\$643
			7	\$1,561	2	\$464	16	\$3,120	22	\$4,136	40	\$5,920	40	\$7,960	32	\$5,840		\$1,705	159	\$30,706
	4	Project Management	4	\$892					1	\$188									5	\$1,080
	5	Prepare and Submit FINAL Plans and Specifications	2	\$446	1	\$232	8	\$1,560	12	\$2,256	16	\$2,368	8	\$1,592	8	\$1,460		\$800	55	\$10,714
	6	Prepare and Submit FINAL Opinion of Cost	1	\$223	1	\$232			1	\$188									3	\$643
			7	\$1,561	2	\$464	8	\$1,560	14	\$2,632	16	\$2,368	8	\$1,592	8	\$1,460		\$800	63	\$12,437
<b>Total</b>			14	\$3,122	4	\$928	24	\$4,680	36	\$5,768	56	\$8,288	48	\$9,552	40	\$7,300		\$2,505	222	\$43,143

Reimbursables

Cannon's expenses incurred in connection with this Proposal as follows:

- a) incidental and out-of-pocket expenses including but not limited to:
  - costs for postage, shipping, overnight courier, reproduction services, plotting, photocopies, parking fees and tolls
- b) travel expenses
  - \* This is an estimated allotment of hours. Actual time requested and spent will be billed on a T&M basis

TO: BOARD OF DIRECTORS  
REVIEWED: MARIO IGLESIAS  
GENERAL MANAGER  
FROM: PETER V. SEVCIK, P.E.  
DIRECTOR OF  
ENGINEERING & OPERATIONS  
DATE: JANUARY 6, 2022

**AGENDA ITEM  
D-5  
JANUARY 12, 2022**

**ACCEPT SOUTHLAND WASTEWATER TREATMENT FACILITY  
SCREW PRESS PROJECT**

**ITEM**

Accept work performed by James Cushman Contracting Corporation for Southland Wastewater Treatment Facility Screw Press Project and authorize staff to file Notice of Completion [RECOMMEND, BY MOTION AND ROLL CALL VOTE, ACCEPT PROJECT AND DIRECT STAFF TO FILE NOTICE OF COMPLETION].

**BACKGROUND**

On October 14, 2020, the Board awarded a construction contract for the Southland Wastewater Treatment Facility Screw Press Project to James Cushman Contracting Corporation. The work involved the construction of a biosolids dewatering screw press at the Southland Wastewater Treatment Facility. The work has been completed.

**FISCAL IMPACT**

<b>Construction Contract Cost Summary</b>	
Original Contract Amount	\$969,200
Final Contract Amount	\$978,524

**STRATEGIC PLAN**

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.

Goal 5. OPERATIONS. Maintain a proactive program to ensure readiness of systems and cost-effectiveness of operations.

**RECOMMENDATION**

Staff recommends that the Board, by motion and roll call vote, accept the project and authorize the General Manager to file a Notice of Completion for the project.

**ATTACHMENTS**

None

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS  
GENERAL MANAGER



DATE: January 7, 2022

**AGENDA ITEM**

**E-1**

**JANUARY 12, 2022**

**INTRODUCE ORDINANCE NO. 2022-134 AMENDING TITLE 3 AND 4  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT CODE  
TO AMEND BILLING PROCEDURES**

**ITEM**

Introduce Ordinance NO. 2022-134, an Ordinance of the Nipomo Community Services District amending Title 3 and 4 to amend billing procedures [RECOMMEND INTRODUCE ORDINANCE, WAIVE FURTHER READING AND READ BY TITLE ONLY ORDINANCE NO. 2022-134]

**BACKGROUND**

The District currently bills its residential and multi-family customer's bi-monthly (once every two months) and commercial customers monthly. At the Board's direction on October 13, 2021, Staff has been working with Incode (utility billing software company) to transition all customers to monthly billing in January 2022.

Monthly billing will provide customers with greater service by providing a more manageable utility bill on a regular monthly cycle, reduce confusion and angst towards the District, and will help catch customer-side leaks quicker, thereby reduce the customer's cost per leak and saving water.

The District Code billing procedures are directed towards bi-monthly billing; however, Section 3.03.030 (B) does provide for the manager to cause a meter reading to be made at any time, and thereafter bill the customer for water and sewer since the previous reading.

In order to address the transition to monthly billing, the applicable code sections that need to be updated are addressed within the proposed Ordinance, Staff has provided a strike-through of the sections that needs to be replaced and included the new proposed language.

**FINANCIAL IMPACT**

Shifting to monthly billing will increase the cost of the billing process in three areas, meter reading, bill processing, and bill dissemination.

**STRATEGIC PLAN**

Goal 6 – GOVERNANCE AND ADMINISTRATION – Conduct District activities in an efficient, equitable and cost-effective manner.

B.1 Utilize technology to maximize productivity and communications.

B.2 Provide excellent customer service.



**RECOMMENDATION**

It is recommended that your Board introduce the Ordinance, read the full title, waive further reading of the Ordinance, and direct District Counsel and staff to prepare and publish a summary of the ordinance, utilizing the following language in the motion: "I move that we introduce and read by title only ORDINANCE NUMBER 2022-134, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AMENDING TITLE 3 AND 4 OF THE NIPOMO COMMUNITY SERVICES DISTRICT CODE, waive further reading of the ordinance, and direct District Counsel and staff to prepare and publish a summary of the ordinance in accordance with Government Code section 25124."

**ATTACHMENTS**

- A. Draft Ordinance No. 2022-134

JANUARY 12, 2022

ITEM E-1

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2022-134

AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING TITLE 3 AND 4 OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT CODE  
TO AMEND BILLING PROCEDURES

**WHEREAS**, based upon facts and analysis presented by Staff, the Staff Report, and public testimony received, the Board of Directors finds:

A. This public meeting has been properly noticed pursuant to Government Code Section 54954.2 (The Brown Act); and that the District has complied with the requirements of Government Code Section 66016; and

C. Amending the District's Billing Procedures as provided in this Ordinance is in the best interest of the District and its customers:

E. All references to District Code herein refer to the Nipomo Community Services District Code:

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the District as follows:

Section 1. Authority

This Ordinance is enacted pursuant to Government Code Sections 61100, 61115, 66013, and 66016.

Section 2. Administrative Procedures and Billing

Section 3.03.030 (A) of the District Code is hereby repealed in its entirety and replaced with the following:

~~A. Except as provided in subsection B of this section, water meters are to be read and statements for water and sewer services are to be mailed once every month or every two months.~~

A. "Except as provided in subsection B of this section, water meters are to be read and statements for water and sewer services are to be mailed once every month."

Section 3.03.050 (C) of the District Code is hereby repealed in its entirety and replaced with the following:

~~C. Small Balance Accounts. Any balance on a bill totaling \$40.00 or less may be carried over and added to the next billing period without being assessed a penalty. Any such small balances not paid during the next billing period will be~~

NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2022-134

AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING TITLE 3 AND TITLE 4 OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT CODE  
TO AMEND BILLING PROCEDURES

~~subject to all otherwise applicable penalties, fees and discontinuation of service procedures.~~

- C. "Small Balance Accounts. Any balance on a bill totaling \$20.00 or less may be carried over and added to the next billing period without being assessed a penalty. Any such small balance not paid during the next billing period will be subject to all otherwise applicable penalties, fees and discontinuation of service procedures."

Section 3.03.140 of the District Code is hereby repealed in its entirety and replaced with the following:

~~**Partial payment spread.**~~

~~In the case of partial payment by a customer, the payment will be applied to the account in the following order:~~

- ~~A. Penalties and restoration charges;~~
- ~~B. Late charge;~~
- ~~C. Sewer charge;~~
- ~~D. Water charge.~~

**Partial payment spread.**

In the case of partial payment by a customer, the payment will be applied to the account in the following order:

- A. Payment Arrangements;
- B. Fees assessed to the account (tampering, returned check fees, etc.);
- C. Restoration charges (non-payment fees);
- D. Penalties/late charges;
- E. Sewer charge;
- F. Water charge.

Section 3.03.180 of the District Code is hereby repealed in its entirety and replaced with the following:

NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2022-134

AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
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AMENDING TITLE 3 AND TITLE 4 OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT CODE  
TO AMEND BILLING PROCEDURES

~~A. Water rate shall be charged as follows:~~

- ~~1. Minimum Charges. A minimum monthly charge shall be paid by each customer for each bi-monthly billing period during which a service connection exists even if the meter is locked. Such charge for any billing period in which a service connection has existed for less than the whole of a billing period shall be prorated. Minimum monthly charges vary with the size of the meter. The minimum monthly charge for service shall be established by resolution.~~

A. "Water rates shall be charged as follows:

1. Minimum Charges. A minimum monthly charge shall be paid by each customer for each monthly billing period during which a service connection exists even if the meter is locked. Such charge for any billing period in which a service connection has existed for less than the whole of a billing period shall be prorated. Minimum monthly charges vary with the size of the meter. The minimum monthly charge for service shall be established by resolution."

Section 3.04.140(2) of the District code is hereby repealed in its entirety and replaced with the following:

- ~~2. Bi-monthly charges for private fire service shall be established by Resolution. Water used for fire suppression shall be furnished without charge.~~
2. "Monthly charges for private fire service shall be established by Resolution. Water used for fire suppression shall be furnished without charge."

Section 4.12.150 of the District Code is hereby repealed in its entirety and replaced with the following:

~~4.12.150—Bi-monthly user fee.~~

~~The bi-monthly sewer user rates and fees are set forth in Appendix A of this chapter. All collection procedures as outlined in Chapter 3.03 are applicable to sewer charges.~~

NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2022-134

AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING TITLE 3 AND TITLE 4 OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT CODE  
TO AMEND BILLING PROCEDURES

4.12.150 - Monthly user fee.

The monthly sewer user rates and fees shall be established by resolution of the Board. All collection procedures as outlined in Chapter 3.03 are applicable to sewer charges.”

Section 3. Inconsistency

To the extent that the terms of provision of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior district Ordinance(s), Motions, Resolutions, Rules, or Regulations adopted by the District, governing the same subject matter thereof, then such inconsistent and conflicting provisions of prior Ordinances, Motions, Resolutions, Rules, and Regulations are hereby repealed.

Section 4. Incorporation of Recitals

The recitals to this Ordinance are true and correct, are incorporated herein by this reference, including the referenced documents, and constitute further findings for the implementation of the changes adopted by this Ordinance.

Section 5. Severance Clause

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Governing Board of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 6. Effect of Headings in Ordinance

Title, division, part, chapter, article, and section headings contained herein do not in any manner affect the scope, meaning, or intent of the provisions of this Ordinance.

Section 7. CEQA

The Board of Directors of the District finds that the policies and procedures adopted by this Ordinance are exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378 (b) (2) because such policies and

NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2022-134

AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING TITLE 3 AND TITLE 4 OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT CODE  
TO AMEND BILLING PROCEDURES

procedures constitute general policy and procedure making. The Board of Directors further finds that the adoption of the rules and regulations established by this Ordinance is not a project as defined in CEQA Guideline Section 15378, because it can be seen that limited relief from high water bills will not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The District General Manager is directed to prepare and file an appropriate notice of exemption.

Section 9 .           Effective Date

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of the tenth (10<sup>th</sup>) day after adoption this Ordinance shall be published once with the names of the members of the Board of Directors voting for or against the Ordinance in a newspaper of general circulation within the District.

Introduced at its regular meeting of the Board of Directors held on January \_\_, 2022, and passed and adopted by the Board of Directors of the Nipomo Community Services District on the \_ day of January, 2022 by the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
CONFLICTS:


\_\_\_\_\_  
ED EBY  
President of the Board

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARIO IGLESIAS  
General Manager and Secretary to the Board

\_\_\_\_\_  
CRAIG A. STEELE  
District Legal Counsel

TO: BOARD OF DIRECTORS  
FROM: MARIO IGLESIAS   
GENERAL MANAGER  
DATE: JANUARY 6, 2022

## AGENDA ITEM E-2

JANUARY 12, 2022

### RATIFY 2022 BOARD COMMITTEE ASSIGNMENTS

#### ITEM

Ratify 2022 Committee/Delegate assignments [RECOMMEND APPROVE COMMITTEE ASSIGNMENTS]

#### BACKGROUND

In accordance with Board By-laws section 12.2(a), the Board President is tasked with defining committees, committee members, and delegate assignments. President Eby will review his proposed 2022 assignments with the Board. The 2021 Committee Assignments are attached for reference.

#### FISCAL IMPACT

No fiscal impact.

#### STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost-effective manner.

#### RECOMMENDATION

Staff recommends that the Board by motion and roll call vote, discuss, confer and ratify the proposed assignments and direct staff to post Committee assignments in compliance with state law.

#### ATTACHMENTS

- A. Proposed 2022 Committee Assignments
- B. 2021 Committee Assignments



JANUARY 12, 2022

ITEM E-2

ATTACHMENT A

**Nipomo Community Services District  
Board of Directors  
2022 COMMITTEE ASSIGNMENTS**

**Standing Committee Assignments**

	<b><u>Chairperson</u></b>	<b><u>Member</u></b>
Finance and Audit	Gaddis	Eby
Administration (Includes personnel/parks/solid waste/conservation)	Armstrong	Malvarose
Facilities/Water Resources (Includes physical facilities/ resources)	Gaddis	Woodson

**Delegates**

	<b><u>Member</u></b>	<b><u>Alternate</u></b>
South County Advisory Council (SCAC)	Woodson	Not Allowed by SCAC By Laws
Water Resources Advisory Committee (WRAC)	Eby	Malvarose
Regional Water Management Group (RWMG)	Gaddis	General Manager
Blacklake Village Council/Committees	Eby	Woodson

**NOTES:**

Delegates are appointed by the president of the Board of Directors.

Subject to other requirements of the Brown Act, Committee appointments are not to be interpreted as limiting contacts between individual Board Members or any other person or persons.

Approved by motion and roll call vote of Board on January 12, 2022

\_\_\_\_\_  
Mario Iglesias  
General Manager

JANUARY 12, 2022

ITEM E-2

ATTACHMENT B

**Nipomo Community Services District  
Board of Directors  
2021 COMMITTEE ASSIGNMENTS**

<b><u>Standing Committee Assignments</u></b>	<b><u>Chairperson</u></b>	<b><u>Member</u></b>
Finance and Audit	Gaddis	Eby
Administration (Includes personnel/parks/solid waste/conservation)	Blair	Malvarose
Facilities/Water Resources (Includes physical facilities/ resources)	Gaddis	Woodson

<b><u>Delegates</u></b>	<b><u>Member</u></b>	<b><u>Alternate</u></b>
South County Advisory Council (SCAC)	Woodson	Not Allowed by SCAC By Laws
Water Resources Advisory Committee (WRAC)	Eby	Malvarose
Regional Water Management Group (RWMG)	Gaddis	General Manager
Blacklake Village Council/Committees	Eby	Woodson

**NOTES:**

Delegates are appointed by the president of the Board of Directors.

Subject to other requirements of the Brown Act, Committee appointments are not to be interpreted as limiting contacts between individual Board Members or any other person or persons.

Approved by motion and roll call vote of Board on January 13, 2021

  
 Mario Iglesias  
 General Manager

TO: BOARD OF DIRECTORS

FROM: MARIO E. IGLESIAS  
GENERAL MANAGER



DATE: JANUARY 7, 2022

**AGENDA ITEM  
E-3  
JANUARY 12, 2022**

**CONSIDER SECOND AMENDMENT TO GENERAL MANAGER'S  
EMPLOYMENT CONTRACT REGARDING  
LEAVE ACCUMULATION AND CARRY-OVER LIMITS**

**ITEM**

Consider modifying Section 12 – Leave, of the General Manager's Employment Contract Subsection A. Vacation: (3) increase the 120 hour accumulation limit by 40 hours to allow an accumulation of 160 hours, and Subsection E. Administrative Leave, allow 40 hours of administrative leave to be carried over to calendar year 2022. [RECOMMEND CONSIDER PROPOSED AMENDMENT, DISCUSS AND IF AGREEABLE, APPROVE MODIFICATIONS TO THE GENERAL MANAGER'S EMPLOYMENT CONTRACT]

**BACKGROUND**

The General Manager works under an Employment Contract ("Contract") negotiated and approved by the District's Board of Directors ("Board"). Included in the Contract is language defining leave benefits: vacation, sick time, holidays, etc. Each leave benefit is clearly defined on how it is to be accrued and used or, in the case of holidays, which holidays are observed. As with the First Amendment to the Contract, there is no additional earned leave being requested.

The Board approved the first amendment to the General Manager's Contract in December 2020. The second amendment is similar to the first amendment. It was anticipated that the health emergency caused by the ongoing COVID-19 pandemic would have been resolved, but as of yet has not been. With the ongoing health emergency caused by the pandemic, along with the need to manage the District in this unprecedented time, to take leave consistent with the requirements of the Contract is difficult. Until such time that the Health Emergency Order is officially lifted by the State, County, and District, modifications to the Contract allowing for a limited increase in accumulated vacation hours and administrative leave carry-over hours is being requested.

Under Section 12 – LEAVE, Subsection A. Vacation: (3), the General Manager is restricted from accumulating more than 120 hours of accrued vacation leave per calendar year. All other District employees are allowed to accumulate up to 240 hours of vacation leave before they stop accruing additional vacation leave. If acceptable to the Board, adding 40 hours to the accumulation limit of 120 hours would be helpful in managing leave during the current health emergency. The additional 40 hours would then restrict the General Manager to 160 hours of accumulated vacation leave before the accrual of vacation leave would stop.

**Current Contract Language:**

"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."

**Suggested Edits to Contract Language:**

"3. The General Manager shall not carry over more than one hundred sixty (160) twenty (~~120~~) 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 otherwise

stated herein, effective December 31, 2022, the General Manager shall not carry over more than one hundred twenty (120) hours of vacation leave per calendar year. After December 31, 2022 and once the vacation accrual is below the maximum one hundred twenty (120) hours, vacation accrual will again start to accumulate."

Under Section 12 – LEAVE, Subsection E. Administrative Leave, there is a restriction on carrying over administrative leave from year to year. For the above stated reason this leave benefit has not been utilized during 2021, leaving the full earned benefit balance of 64 hours. If your Board would consider a contract modification to allow the General Manager to carry over 40 hours of administrative leave during these unprecedented times, it would contribute to and ensure appropriate management of the District.

Current Contract Language:

"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."

Suggested Edits to Contract Language:

"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 into 2024 2022 over one calendar year to the next. Unless otherwise stated herein, effective July 1, 2021 December 31, 2022, 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."

With the requested modification to the Contract, it is recognized that there is a possibility the current Health Emergency Order would not be lifted until late 2022. There are provisions in Section 12 – LEAVE that limits the General Manager from scheduling leave of any kind other than sick leave to "not [schedule] more than two (2) weeks of vacation... during any thirty (30) day period without prior approval of the Board President." Additionally, "Administrative leave shall not be scheduled when it would leave the District without appropriate management." These restrictions and conditions ensure that moving earned benefit leave from 2021 to 2022 will not disrupt appropriate management of the District.

**FISCAL IMPACT**

No direct fiscal impact. No additional leave is being provided to the General Manager beyond the contract amount.

**STRATEGIC PLAN**

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

**RECOMMENDATION**

Recommend that your Board consider and discuss the request to modify General Manager's Contract, and if appropriate, approve modifications to the Contract.

**ATTACHMENTS**

- A. NCSD General Manager Employment Contract
- B. First Amendment to General Manager Employment Contract
- C. Proposed Second Amendment to General Manager Employment Contract

JANUARY 12, 2022

ITEM E-3

ATTACHMENT A

**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  
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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 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 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

DISTRICT

  
\_\_\_\_\_  
Mario Iglesias

  
\_\_\_\_\_  
Ed Eby, President

DATE: 9-12-2019, 2019

DATE: 9-12, 2019

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Whitney McDonald, District Legal Counsel



**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>Board of Directors</b>

**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**

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**FLSA STATUS: Exempt**

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**REPORTS TO: Board of Directors**

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- 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**

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**FLSA STATUS: Exempt**

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**REPORTS TO: Board of Directors**

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**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**

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**FLSA STATUS: Exempt**

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**REPORTS TO: Board of Directors**

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- 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

JANUARY 12, 2022

ITEM E-3

ATTACHMENT B

**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~~ (160-120) 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



JANUARY 12, 2022

ITEM E-3

ATTACHMENT C

**NIPOMO COMMUNITY SERVICES DISTRICT  
GENERAL MANAGER  
SECOND 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 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 sixty ~~twenty~~ (160~~120~~) 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 December 31, 2022 the General Manager shall not carry over more than one hundred twenty (120) hours of vacation leave per calendar year. After December 31, 2022 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 2022 over one calendar year to the next. Unless otherwise stated herein, on December 31, 2022, 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 dates.

SIGNATURES ON FOLLOWING PAGE

GENERAL MANAGER

DISTRICT

\_\_\_\_\_

\_\_\_\_\_

Mario Iglesias


Ed Eby, President

DATE: \_\_\_\_\_, 2022

DATE: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

\_\_\_\_\_  
Craig A. Steele, District Legal Counsel

TO: BOARD OF DIRECTORS  
 FROM: MARIO IGLESIAS  
 GENERAL MANAGER   
 DATE: January 7, 2022

**AGENDA ITEM  
 F  
 JANUARY 12, 2022**

**GENERAL MANAGER'S REPORT**

**ITEM**

Standing report to your Honorable Board -- *Period covered by this report is December 4, 2021 through January 7, 2022.*

**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 September and Calendar Year-to-date data of these items. Data up to December 31 is provided below.

**OFFICE ACTIVITIES**

	Dec 21	Jan 21 - Dec 21
Reports of Water Waste	0	0
Leak Adjustments	4	30
Leak Adjustment Amount	\$804	\$10,475
Late Fee Waivers (Fees Start 7/1/21)	13	80
Late Fee Waiver Adjustment Amount	\$603	\$3,167

**Water Resources**

**Table 1. Total Production Acre Feet (AF)**

	Dec - 21	Jul 21 - Dec 21
Groundwater Production	35.6	475.6
Supplemental Water Imported	<u>84.5</u>	<u>556.8</u>
Total Production	120.1	1,032.4

The District's total combined production, including groundwater production wells and supplemental water imported through the Joshua Road Pump Station, registered 120.1 AF for the month of December 2021.

NCSD imported 84.5 AF of water over the 31 day period in December, averaging 617 gallons per minute for an average total just under .89 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 556.8 AF of water for the first six months of the 12 month period, July 2021 through June 2022. Compared to the District's required 1,000 AF [Contract Amount], the District is 52 AF over the minimum water import requirement for the six month period July 2021 through December 2021.

**NCSW 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 NCSW 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.

	Dec-21	Jul 21 – Dec 21
NCSW GW Well Production	35.6	475.6
Purveyor Customer Credit (33.3% of Import Water)	28.1	185.5
NCSW Total Calculated GW Production	63.7	661.1
Average GW Production for 2009-2013	141.4	1,384.6
NCSW Percentage of GW Reduction	55%	52%

**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 through December 2021 actual production and January 2021 through June 2021 historic production are combined in this table to provide a projected estimate year end status.

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 23 acft. Efforts continue to be made to reduce the shortfall.

Table 3 projects the District’s groundwater pumping reduction for the Fiscal Year 2022.

	Year-to-Date		Target	Over/(Under)	
	Dec-21	Jul-Jun 2022			
NCSW GW Well Production	35.6	934.8			
Purveyor Customer Credit (33.3% of Import Water)	28.1	354.5			
NCSW Total Calculated GW Production	63.7	1,289.3	1,266.0	(23.27)	AcFt
Average GW Production for 2009-2013	141.4	2,533.4	2,533.4		
NCSW Percentage of GW Reduction	55%	49%	50.0%		

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

	Dec-21	Jul 21 -Dec 21	Dec-20	Jul 20-Dec 20
NCSO GW Well Production	35.6	475.6	79.9	557.4
Purveyor Customer Credit (33.3% of Import Water)	28.1	185.5	25.0	189.8
NCSO Total Calculated GW Production	63.7	661.1	104.9	747.2
Average GW Production for 2009-2013	141.4	1,384.6	141.4	1,384.6
NCSO Percentage of GW Reduction	54.9%	52.3%	25.8%	46.0%

Table 4 is showing an improving trend towards reducing groundwater pumping when compared to the same period last year.

**Rainfall Gauge**

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
Dec 2021 Total	6.89	5.09
July-2021 through June-2022 (Season Total)	1.80	1.73
Jan 1, 2021 – Jan 7, 2021	0.00	0.00
Total Rainfall to date	8.69	6.82
County Reported Avg. Ann. Year Rainfall	18.0 <sup>1</sup>	14.0 <sup>2</sup>
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 NCSO Response Plan Update [Attachment A]
- State Water Board Adopts Emergency Water Use Regulations [Attachment B]

**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	4500	4500	4501	4501	4501
Sewer Connections (Total)	3243	3243	3250	3250	3259	3260	3260	3264	3264	3265	3265	3265
New Water Connections	1	1	8	1	9	1	0	4	0	1	0	0
New Sewer Connection	1	0	7	0	9	1	0	4	0	1	0	0
Galaxy & PSHH at Orchard and Division Sewer Connections billed to the County	478	478	478	478	479	479	479	479	479	479	480	480

The Connection Report is current to November 5, 2021

**Supplemental Water Capacity Accounting**

Summary Since January 25, 2008

	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500.0
Supplemental Water Reserved (Will Serve Letter Issued)	130	-68.6
Subtotal Net Supplemental Water Available for Allocation	<b>817</b>	<b>431.4</b>
Supplemental Water Assigned (Intent-to-Serve Issued)	177	-93.4
<b>Total Remaining Supplemental Water Available for Allocation</b>	<b>640</b>	<b>338.0</b>

As of December 1, 2021

**Meetings (October 25 through November 5)**

*Meetings Attended (telephonically or in person):*

- Dec 6, Staff Mtg. - Admin Supervisor Mtg.
- Dec 7, Staff Mtg. - Cust. Service Specialist
- Dec 7, Eng/Admin Coordination Meeting
- Dec 7, BLMA Monthly Meeting
- Dec 8, Rotary Event
- Dec 8, Regular NCSD Board Meeting
- Dec 8, Board Meeting
- Dec 9, BLMA Meeting
- Dec 9, NMMA-TG Manager's Meeting
- Dec 10, Dana Reserve Developer Meeting
- Dec 10, Eng/Admin Coordination Meeting
- Dec 14, H.R. – Interviews for Admin Assist.
- Dec 15, Financial Advisor – COP Refi.
- Dec 17, NCSD All-staff Safety Meeting
- Dec 20, Asset Management Software Mtg.
- Dec 20, SWCA – County Mtg. Rgrd Dana Reserve
- Dec 21, BL Sewer Consolidation – Fish & Wildlife
- Dec 24, Vacation through Dec 31
- Jan 3, NCSD Management Team Mtg.
- Jan 3, NCSD Board Officer Mtg.
- Jan 4, BLMA Monthly Meeting
- Jan 5, CSDA General Manager's Mtg.
- Jan 5, WRAC

**Meetings Scheduled (January 9 through January 15):**

*Upcoming Meetings (telephonically or in person):*

- Jan 10, NCSD Financial Advisor – 2012 COP Refi.
- Jan 11, BL Wastewater Consolidation Project Mtg. (Rossi)
- Jan 11, Eng/Admin Coordination Meeting

- *Jan 11, LAFCO/NCSD Coordination Mtg. Dana Reserve*
- *Jan 12, NCSD Board Meeting*
- *Jan 12, NCSD Exec. Team Meeting*
- *Jan 12, S&P Rating Call – 2012 COP Refi.*
- *Jan 13, LMUSD – Projects Meeting*
- *Jan 13, WaterView – Consultant (SB 1668 Compliance)*
- *Jan 14, Staff Mtg. - Admin Supervisor Mtg.*
- *Jan 14, Staff Mtg. - Cust. Service Specialist*

**Upcoming Water Resource and Other Meetings**

*Upcoming Standing Meetings:*

- *NMMA-TG: January 27 (Thursday) @ 10:00 AM, Conf. Call*
- *RWMG: January 19 (Wednesday) @ 10:00 AM, Zoom Meeting*
- *WRAC: March 2<sup>nd</sup> (Wednesday) @ 1:30 PM, Zoom Meeting*
- *NMMA Manager's Meeting: January 28<sup>th</sup> (Friday) @ 10:00 AM, Zoom Meeting*
- *NCSD Board Officer Meeting: To be determined @ NCSD Conf. Rm.*

**RECOMMENDATION**

Staff seeks direction and input from your Board

**ATTACHMENTS**

- A. COVID19 - NCSD Response Plan
- B. Media Release – State Water Board Adopts Emergency Water Use Regulations



JANUARY 12, 2022

ITEM F

ATTACHMENT A

Date: January 12, 2022 Board Meeting  
Response Activities to COVID19 Health Emergency  
Prepared by: Mario Iglesias, General Manager

## DISTRICT RESPONSE TO COVID-19, Updated January 7, 2022

### New Actions

County Health provided COVID19 Rapid Test that will get us through January 2022. NCSO requesting additional tests for February and March. The District has sufficient tests to sustain routine testing practices through January 2022.

### Personnel on Quarantine

#### Office Personnel:

Two administrative personnel affected out on quarantine as of 1/7/2022.

#### Operational Personnel:

Two operational personnel affected out on quarantine as of 1/7/2022.

#### Vaccine Update: (No Change)

- 17 District Personnel received at least two doses of the vaccine.
- 2 employees declined vaccination

### Ongoing Actions

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

### Previous Actions

1. For the Month of September, District Staff Tested 44 times (all negative results)
2. Mask Mandate Requirement Update – As of September 1, 2021, masks must be worn indoors at public facilities.
3. COVID19 Rapid Test Kits secured from SLO County at no cost to provide weekly work-place testing.
4. NCSO Board Passes Resolution Declaring Emergency in District [Res. 2020-1550, Mar. 24, 2020]
5. Admin Office Closed to the Public
  - a. Meetings are virtual – Conference Calls
6. Discontinued: Split staff into two teams
  - a. See schedule on Response Plan
7. Received directions for FEMA Public Assistance – Cost Tracking Guidance
8. Governor's Executive Order – No Water Turn-offs
  - a. District instituted this policy as well as a No Late Fee – No Penalty Fees
9. Wipe-down between shifts
10. Each operator in separate designated vehicle.

Date: January 12, 2022 Board Meeting  
Response Activities to COVID19 Health Emergency  
Prepared by: Mario Iglesias, General Manager

11. Received additional PPE. Administration Staff will be on normal schedule 8-4:30 starting Monday May 18th
12. Operations Staff are on normal 7:00 am to 3:30 pm work schedule as of Monday, May 4<sup>th</sup>. County opened up construction sites.
13. Expanded Customer Service Work to include site visits for investigations (high bills, meter issues) week of May 11
14. Trailers for quarantine have been returned – May 1
15. District to begin wastewater sampling in conjunction with County effort to determine presence of COVID19 in communities – May 11
16. Temporary Admin Support Workers brought back to Office (Provider incentivized due to PPP Funds) – June 1
17. Lobby Modifications: Glass is equipped with speaker plates to allow the communication between customer and clerk without opening the sliding window.
18. Board Meetings open to the public.
19. County Offices Continued Closed with Appointments provided to some departments as needed.
20. 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.
21. The customer counter window modifications at the office are completed.
22. Capital Improvement Projects continue to be impacted and schedules for completion continue to be pushed back due to material delivery delays.
23. Administrative Office open to public – April 19, 2021
24. Mask Mandate in SLO County (reinstated on September 1<sup>st</sup>) will be lifted when:
  - a. The county reaches the yellow, “moderate” level of COVID-19 community transmission, as defined by the Centers for Disease Control and Prevention (CDC), and stay there for at least 10 days, and
  - b. Public Health Officer Dr. Penny Borenstein determines that COVID-19 hospitalizations are low and stable and area hospitals are able to meet the needs of patients.

JANUARY 12, 2022

ITEM F

ATTACHMENT B



# Media Release

## State Water Board adopts emergency water use regulations to boost drought resilience

*Statewide prohibitions to remain in place for one year*

*Despite early winter storms, California remains in a drought*

**January 4, 2022**

**Contact:** Edward Ortiz - Public Information Officer

**SACRAMENTO** – As climate change-fueled extreme weather continues to disrupt our water system, the State Water Resources Control Board today adopted an emergency regulation that prohibits certain wasteful water use practices statewide and encourages Californians to monitor their water use more closely while building habits to use water wisely.

Among the wasteful water practices included are irrigating ornamental landscapes when it's raining, using potable water to clean hard surfaces or driveways, and the use of ornamental fountains. The regulation stems from Governor Newsom's [Emergency Drought Proclamation](#) on October 19, 2021, which expanded the drought emergency statewide and encouraged the State Water Board to supplement voluntary conservation measures by prohibiting certain wasteful water uses. Prohibited use regulations are not new in California. Similar regulations were in place during the state's last severe drought. In some areas, they were made permanent through local action.

"Climate change is challenging us to build drought resilience in our water infrastructure and management practices and at an individual level in our daily habits," said E. Joaquin Esquivel, chair of the State Water Board. "Prohibiting wasteful water practices increases awareness of water as a precious resource no matter what type of weather we are experiencing in a given moment, because weather extremes are now part of our climate reality."

The prohibitions apply to specific uses and apply to all water users, including individuals, business and public agencies, and can be enforced through warning letters, water audits or fines. The prohibitions will remain in place for one year unless extended, modified or removed. They help ensure that Homeowners' Associations (HOAs), cities and counties don't unlawfully restrain homeowners from taking water conservation actions. Even without the emergency regulation, it is illegal for HOAs to prevent water conservation during a drought emergency, but the regulation allows for monetary penalties for certain violations of existing law.





## Media Release

The board has the authority to impose monetary penalties, and the regulation makes the prohibitions infractions, which may be enforceable by local governments or other agencies that have the authority to enforce infractions.

The emergency regulation takes effect within ten days once approved by the Office of Administrative Law and filed with the Secretary of State.

The easiest and most helpful way a person may file a complaint of water waste is by accessing <https://savewater.ca.gov>.

*The State Water Board's mission is to preserve, enhance and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and to ensure proper resource allocation and efficient use for the benefit of present and future generations.*

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought in all parts of the State and extreme or exceptional drought in most of the State; and

**WHEREAS** the meteorological summer in California and the rest of the western United States was the hottest on record; and

**WHEREAS** on April 12, 2021, May 10, 2021, and July 8, 2021, I proclaimed states of emergency to exist in the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba, due to severe drought conditions; and

**WHEREAS** since my July 8, 2021 Proclamation, sustained and extreme high temperatures have increased water loss from reservoirs and streams, increased demands by communities and agriculture, and further depleted California's water supplies; and

**WHEREAS** the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura are now experiencing severe drought conditions; and

**WHEREAS** long-term weather forecasts for the winter rainy season, dire storage conditions of California's largest reservoirs, low moisture content in native vegetation, and parched soils, magnify the likelihood that drought impacts will continue in 2022 and beyond; and

**WHEREAS** the increasing frequency of multiyear droughts presents a significant risk to California's ability to ensure adequate water supplies for communities, agriculture, and fish and wildlife; and

**WHEREAS** the most impactful action Californians can take to extend available supplies is to re-double their efforts to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of my July 8, 2021 Executive Order N-10-21; and

**WHEREAS** it is necessary to expeditiously mitigate the effects of the drought conditions to ensure the protection of health, safety, and the environment; and

**WHEREAS** under Government Code Section 8558(b), I find that the conditions caused by the drought, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

**WHEREAS** under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the State due to drought in the remaining counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura, such that the drought state of emergency is now in effect statewide.

**IT IS HEREBY ORDERED THAT:**

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The orders and provisions contained in my April 21, 2021, May 10, 2021, and July 8, 2021 Proclamations remain in full force and effect, except as modified herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
3. Operative paragraphs 3, 5, 6, and 10 of my July 8, 2021 Proclamation are withdrawn and replaced with paragraphs 4 through 8 below.
4. Consistent with the policies stated in Water Code Section 1011.5(a), local agencies are encouraged to take actions to coordinate use of their available supplies and to substitute an alternate supply of groundwater from existing groundwater wells for the unused portion of surface water that the local agency is otherwise entitled to use. For actions taken pursuant to this paragraph, the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are suspended for any (a) actions taken by state agencies pursuant to this paragraph, (b) actions taken by a local agency where the state agency with primary responsibility for implementing the directive concurs that local action is required, and (c) permits or approvals necessary to carry out actions under (a) or (b). The entities implementing this paragraph shall maintain on their websites a list of all activities or approvals that rely on the suspension of the foregoing Water Code provisions.



5. To support voluntary approaches where hydrology and other conditions allow, the State Water Resources Control Board (Water Board) shall expeditiously consider water transfer requests. For purposes of carrying out this paragraph, the following requirements of the Water Code are suspended:
  - a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and
  - b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.
6. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of the drought. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of the drought. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
7. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies with identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.
8. To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, local water suppliers are directed to execute their urban Water Shortage Contingency Plans and agricultural Drought Plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year. Suppliers shall ensure that Urban and Agricultural Water Management Plans are up to date and in place.
9. The Water Board may adopt emergency regulations, as it deems necessary, to supplement voluntary conservation by prohibiting certain wasteful water practices. Wasteful water uses include:
  - a. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk.
  - b. The use of potable water that results in flooding or runoff in gutters or streets.

- c. The use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
- d. The use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
- e. The use of potable water for irrigation of ornamental turf on public street medians.
- f. The use of potable water for street cleaning or construction purposes, unless no other source of water or other method can be used or if necessary, to protect the health and safety of the public.
- g. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds which utilize recycled water.

10. The California Department of Food and Agriculture, in collaboration with other relevant state agencies, shall evaluate water efficiency measures implemented in California agriculture over the past several years and develop a report with recommendations on how to further increase efficiencies.

11. The Office of Emergency Services shall provide assistance under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, title 19, section 2900 et seq., as appropriate to provide for, or in support of, the temporary emergency supply, delivery, or both of drinking water or water for sanitation purposes.

12. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 5, 6, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought.

For purposes of carrying out the directive in operative paragraph 4 and 7, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**I FURTHER DIRECT** that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of October 2021.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line. The signature is stylized and cursive.

GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, PH.D.  
Secretary of State