

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER 

DATE: DECEMBER 4, 2020

AGENDA ITEM

D-6

DECEMBER 9, 2020

**APPROVE NEWTON GEO-HYDROLOGY
2021 CONSULTING SERVICES CONTRACT SCOPE
AND \$90,000 BUDGET**

ITEM

Consider scope and budget for calendar year 2021 for Newton Geo-Hydrology Consulting Services [RECOMMEND APPROVE SCOPE AND BUDGET FOR NEWTON GEO-HYDROLOGY CONSULTING SERVICES]

BACKGROUND

Dr. Brad Newton has provided litigation support services and general hydrologic consulting services to the District throughout the groundwater adjudication process. Dr. Newton represents the District on the Nipomo Mesa Management Area Technical Group.

The contracts for Dr. Newton's services are reviewed by your Board each calendar year. The attached scopes of work from Newton Geo-Hydrology present the proposed scope of services and budget for 2021.

The proposal covers two tasks, General Consultation (not to exceed limit of \$10,000) and Santa Maria Groundwater Adjudication support (not to exceed limit of \$80,000).

FISCAL IMPACT

The approved FY 20-21 Budget includes funding for six months of Dr. Newton's services. The remaining six months of services will be included in the FY 21-22 Budget.

STRATEGIC PLAN

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

- 1.6 Continue to monitor and participate in water supply issues and programs with other local and regional organizations

RECOMMENDATION

Staff recommends the Board of Directors by motion and roll-call vote, approve the 2021 Support Services Contract with Newton Geo-Hydrology Consulting Services, LLC for a not-to-exceed amount of \$90,000.00 and direct staff to issue Task Order 2021-1 in the amount of \$10,000 and Task Order 2021-2 in the amount of \$80,000.

ATTACHMENTS

- A. Newton Geo-Hydrology Consulting Services, LLC 2020 Task Orders and Exhibits

DECEMBER 9, 2020

ITEM D-6

ATTACHMENT A

ATTACHMENT #1 To EXHIBIT "A"

**to
AGREEMENT FOR PROFESSIONAL SERVICES**

**Between
NIPOMO COMMUNITY SERVICES DISTRICT
and
NEWTON GEO-HYDROGEOLOGY CONSULTING SERVICES, LLC**

January 1, 2021

REQUEST FOR SERVICES – TASK ORDER # 2021-1

AUTHORIZATION FOR SERVICES:

At the request of the Nipomo Community Services District, Engineer Consultant is to provide services as described herein. The terms and conditions of the Agreement for Professional Engineering Services, dated June 11, 2013 are incorporated herein by this reference. The scope of services requested along with the schedule and fees for said services are set forth below as follows:

SCOPE OF SERVICES REQUESTED (Additional information may be attached as an Exhibit.):

General consultation as further described in the NCSD-EXH A TO 2021-1 Proposal for Services attached as Exhibit A.

TIME FOR PERFORMANCE (Additional information may be attached as an Exhibit.):

Continuing

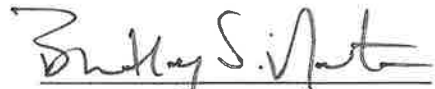
ENGINEERING FEES:

The Engineering fees for these services is not to exceed \$10,000.

NIPOMO COMMUNITY SERVICES

ENGINEER-CONSULTANT

Approved By: Mario E. Iglesias
Title: General Manager
Date:



Approved By: Brad Newton
Title: Manager
Date: November 16, 2020



Newton Geo-Hydrology Consulting Services, LLC

Exhibit A for Task Order # 2021-1

Task Order #2021-1, General Consultation, is to allow for Newton Geo-Hydrology Consulting Services (Consultant) to provide the following services, on an as-requested basis, that are not included within the scope of other Task Orders. Such services include Part A and Part B as follows:

- A. Preparation of Spring and Fall Ground Water Index (GWI) technical memoranda and presentation thereof to the District Board of Directors. It is understood that reports will, in whole or in part, be based on confidential information obtained in confidence from landowners related to private wells, (see specifically Section 26 of the Agreement related to confidential information). The estimated cost for the GWI technical memorandum and presentation at NCSD Board of Directors meeting under Task Order #2021-1 Part A is eight thousand (\$8,000) dollars, which accounts for forty (40) hours of Dr. Newton's efforts plus budget for travel, plus materials and other direct costs.
- B. Preparation of other technical memorandums at the request of either the General Manager or the District Board of Directors. The estimated budget for other technical memorandums under Task Order #2021-1 Part B is two thousand dollars (\$2,000).

Budget

The total budget for Task Order #2021-1 Parts A and B, through December 31, 2021, is ten thousand (\$10,000) dollars to be billed on a time and material basis in accordance with the Agreement.

ATTACHMENT #1 To EXHIBIT "A"
to
AGREEMENT FOR PROFESSIONAL SERVICES

Between
NIPOMO COMMUNITY SERVICES DISTRICT
and
NEWTON GEO-HYDROGEOLOGY CONSULTING SERVICES, LLC

January 1, 2021

"REQUEST FOR SERVICES – TASK ORDER # 2021-2

AUTHORIZATION FOR SERVICES:

At the request of the Nipomo Community Services District, Engineer Consultant is to provide services as described herein. The terms and conditions of the Agreement for Professional Engineering Services, dated June 11, 2013 are incorporated herein by this reference. The scope of services requested along with the schedule and fees for said services are set forth below as follows:

SCOPE OF SERVICES REQUESTED (Additional information may be attached as an Exhibit.);

General consultation related to Santa Maria Groundwater Adjudication as further described in the NCSD-EXH A TO 2021-2 Proposal for Services attached as Exhibit A.

TIME FOR PERFORMANCE (Additional information may be attached as an Exhibit.):

Continuing

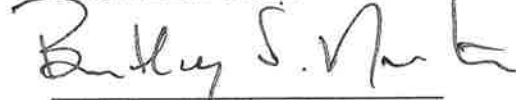
ENGINEERING FEES:

The Engineering fees for these services is not to exceed \$80,000.

NIPOMO COMMUNITY SERVICES

Approved By: Mario E. Iglesias
Title: General Manager
Date:

ENGINEER-CONSULTANT



Approved By: Brad Newton
Title: Manager

Date: November 16, 2020



Newton Geo-Hydrology Consulting Services, LLC

Exhibit A for Task Order # 2021-2


Task Order # 2021-2 is to allow for Newton Geo-Hydrology Consulting Services (Consultant) to provide the following litigation support services related to the Groundwater Adjudication presented in Part A through Part D as follows:

- A. Preparation for, travel, and attendance/participation at Nipomo Mesa Management Area (NMMA) Technical Group (TG) regular monthly meetings. The estimated cost for each of NMMA TG fourteen (14) regular meetings under Task Order # 2021-2 is three thousand (\$3,000) dollars, which accounts for fourteen (14) hours of Dr. Newton's efforts plus budget for travel, plus materials and other direct costs. The estimated budget for Task Order # 2021-2 Part A is forty-two thousand dollars (\$42,000).
- B. Preparation for, travel, and attendance/participation at Management Areas (MAs) Subcommittee ad hoc meetings, including meetings with the NCMA and SMVMA representatives. The estimated cost for each of MAs Subcommittee four (4) regular meetings under Task Order # 2021-2 is one thousand five hundred (\$1,500) dollars, which accounts for six (6) hours of Dr. Newton's efforts plus budget for travel. The estimated budget for Task Order # 2021-2 Part B is six thousand dollars (\$6,000).
- C. Preparation of the Annual Report to the Court pursuant to the Final Judgment of the Santa Maria Groundwater Litigation. The estimated budget for Task Order # 2021-2 Part C, which accounts for one hundred seventy (170) hours of Dr. Newton's efforts plus budget for travel, plus materials and other direct costs, is thirty-two thousand dollars (\$32,000).
- D. Preparation of reports and technical memorandums related to NMMA TG functions with the prior approval of either the District General Manager or District Legal Counsel, and other opinions requested by District Legal Counsel. It is understood that reports will, in whole or in part, be based on confidential information obtained in confidence from landowners related to private wells. (see specifically Section 26 of the Agreement related to confidential information). The estimated budget for Task Order # 2021-2 Part D is unknowable in advance of a specific scope and schedule for said reports, technical memorandums, or other opinions.

Budget

The total budget for Task Order # 2021-2 Part A, Part B, and Part C through December 31, 2021, is eighty thousand (\$80,000) dollars to be billed on a time and material basis in accordance with the Agreement.

TO: BOARD OF DIRECTORS

REVIEWED: MARIO IGLESIAS 
GENERAL MANAGER

FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS

DATE: DECEMBER 4, 2020

AGENDA ITEM
D-7
DECEMBER 9, 2020

**APPROVE PURCHASE OF COMPOST AERATOR
AND AMEND FY 2020/2021 BUDGET**

ITEM

Approve purchase of replacement compost aerator from Brown Bear Corporation in the amount of \$35,434 and amend FY 2020/2021 Budget [RECOMMEND BY MOTION AND ROLL CALL VOTE ADOPT RESOLUTION AUTHORIZING PURCHASE OF COMPOST AERATOR AND BUDGET AMENDMENT].

BACKGROUND

The District's Southland Wastewater Treatment Facility (SWWTF) consists of screening, grit removal, extended aeration treatment, effluent disposal ponds, and biosolids handling equipment. Biosolids (sludge) are processed using a gravity belt thickener (GBT) and concrete-lined drying beds to reduce the water content of the biosolids. Water is removed from the biosolids to reduce weight and volume before hauling off-site for beneficial reuse. Reducing the weight and volume of biosolids allows the biosolids to be hauled off-site as well as minimizes hauling and disposal costs.

During the summer, the biosolids drying beds are effective at dewatering the thickened biosolids (increasing the solids content of the biosolids prior to hauling off-site). However, longer residence times in the drying beds during wet weather periods can cause increased odors.

In 2017, the District purchased a Brown Bear compost aerator and Caterpillar track loader to mix and aerate the biosolids to accelerate the drying process of biosolids. The compost aerator introduces air into the drying biosolids, which helps to reduce odors, and also creates windrows which help to facilitate the drying process. The unit was in continuous operation on a daily basis until the end of September of this year when it stopped working.

The District rented a compost aerator in October at a monthly cost of \$2250 while it explored options and costs to repair the existing compost aerator. The District received a preliminary quote to repair the existing unit of approximately \$20,000. District staff then solicited a quote from Brown Bear Corporation for a replacement compost aerator and obtained a cost estimate for a new unit of \$35,434. Based on the difference in cost to repair the existing unit versus the cost of a replacement unit, staff recommends that the District purchase a replacement unit.

In accordance with the District's Purchasing Policy, non-competitive negotiations may be used to purchase the Brown Bear Corporation Compost Aerator since the item is unique and is available only from Brown Bear Corporation.

FISCAL IMPACT

The approved FY 2020-2021 budget does not include funding for a compost aerator as the need for the equipment was not identified until recently. A budget adjustment in the amount of \$35,434 from Town Sewer Fund #810 Funded Replacement Reserves is needed to provide funding for the purchase.

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, adopt a resolution authorizing purchase of a Brown Bear Compost Aerator from the Brown Bear Corporation in the amount of \$35,434 and approving a budget amendment transferring \$35,434 from Town Sewer Fund #810 Funded Replacement Reserves to Town Sewer Fund #130 Fixed Asset Purchases.

ATTACHMENTS

- A. Resolution 2020-XXXX Compost Aerator

DECEMBER 9, 2020

ITEM D-7

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2020-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES
DISTRICT AUTHORIZING PURCHASE OF COMPOST AERATOR FROM BROWN BEAR
CORPORATION AND AMENDING FY 2020/21 BUDGET**

WHEREAS, the District's Southland Wastewater Treatment Facility (WWTF) generates biosolids as part of the wastewater treatment process; and

WHEREAS, to facilitate the drying process and reduce the potential for odor, it is necessary to aerate and mix the biosolids within drying beds to facilitate the drying process; and

WHEREAS, the District's existing compost aerator needs an estimated \$20,000 in repairs and the cost of a new replacement compost aerator is \$35,434; and

WHEREAS, based on the difference in cost to repair the existing unit versus the cost of a replacement unit, staff recommends that the District purchase a replacement unit; and

WHEREAS, the District's Purchasing Policy allows the use of non-competitive negotiations to purchase unique items where the purchase price is reasonable and the product is the only one that will properly meet the needs of the NCSD because the item is unique and is available only from a sole source; and

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

- 1) The above recitals are true and correct and constitute findings for the sole source purchase of the Brown Bear Compost Aerator from the Brown Bear Corporation.
- 2) The Board of Directors does hereby authorize a budget amendment and transfer in the amount of \$35,434 from Town Sewer Fund #810 Funded Replacement reserves to Town Sewer Fund #130 Fixed Asset Purchases.
- 3) The Board of Directors does hereby approve the purchase of a compost aerator from the Brown Bear Corporation in the amount of \$35,434.

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

AYES:

NOES:

ABSENT:

CONFLICTS:

The foregoing resolution is hereby adopted this 9th day of December 2020.

DAN ALLEN GADDIS
President, Board of Directors

APPROVED AS TO FORM
AND LEGAL EFFECT:

ATTEST:

MARIO IGLESIAS
General Manager and Secretary to the Board

CRAIG STEELE
District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: December 3, 2020

**AGENDA ITEM
D-8
DECEMBER 9, 2020**

APPROVE 2021 BOARD MEETING SCHEDULE

ITEM

Review and approve 2021 schedule of Regular Board Meetings. [RECOMMEND REVIEW AND APPROVE 2021 BOARD MEETING SCHEDULE]

BACKGROUND

Section 2.1 of the Board By-Laws states:

Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the Board Room at the District Office located at 148 South Wilson, Nipomo, CA. The Board of Directors reserves the right to cancel and/or designate other dates, places, and times for Director Meetings due to scheduling conflicts and holidays.

Proposed Regular Board Meeting Schedule for 2021

1st Meeting of Month	2nd Meeting of Month
January 13	January 27
February 10	February 24
March 10	March 24
April 14	April 28
May 12	May 26
June 9	June 23
July 14	July 28
August 11	August 25
September 8	September 22
October 13	October 27
November 10	November 24
December 8	Recess – Holiday Season

Special Meetings will be called subject to Section 2.2 of the Board By-Laws as follows:

Special meetings may be called by the President or three (3) Directors with a minimum of twenty-four (24) hours public notice.

All meetings will be noticed pursuant to the Brown Act.

RECOMMENDATION

Staff recommends that your Board by motion and roll call vote approve the 2021 Board Meeting Schedule as presented above.

TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: DECEMBER 4, 2020

AGENDA ITEM
E-1
DECEMBER 9, 2020

ELECT 2021 BOARD PRESIDENT AND VICE PRESIDENT

ITEM

Election of Board President and Vice President for 2021 [RECOMMEND DIRECTORS ELECT BOARD OFFICERS FOR 2021 CALENDAR YEAR]

BACKGROUND

Section 1.4 of the Board By-Laws requires the Board of Directors elect a President and a Vice President for the upcoming year at the last regular meeting of the calendar year. The term of office for the President and Vice President shall commence on January 1 and end on December 31, annually.

FISCAL IMPACT

None

STRATEGIC PLAN

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

RECOMMENDATION

At your Board's direction, the General Manager will administer the election of officers of the Board of Directors as follows:

- Nominations taken for the President of the Board
- Public Comment is taken
- Voice vote taken for the President, if by acclamation
- If there are two or more candidates, Staff will distribute ballots
- Staff will announce the results of the ballots – both the voting Director and vote cast.
- Nominations taken for the Vice President of the Board
- Public Comment is taken
- Voice vote taken for the Vice President, if by acclamation
- If there are two or more candidates, Staff will distribute ballots
- Staff will announce the results of the ballots – both the voting Director and vote cast.

TO: BOARD OF DIRECTORS

FROM: MARIO E. IGLESIAS
GENERAL MANAGER 

DATE: DECEMBER 4, 2020

AGENDA ITEM
E-2
DECEMBER 9, 2020

**CONSIDER FIRST 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 2021. [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. With the current health emergency and the shelter-at-home orders the pandemic is causing, 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 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 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 2020, 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 2021 over one calendar year to the next. Unless otherwise stated herein, effective 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.”

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 2021. 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 2020 to 2021 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. Proposed First Amendment to General Manager Employment Contract

DECEMBER 9, 2020

ITEM E-2

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
EMPLOYMENT CONTRACT**

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

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

SECTION 5 - SALARY

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

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

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

SECTION 6 - HOURS OF WORK

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

SECTION 7 - PERFORMANCE REVIEW

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

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

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

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

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

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

SECTION 9 - PROFESSIONAL DEVELOPMENT

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

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

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

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

SECTION 10 - BENEFITS

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

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

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

SECTION 11 - CELL PHONE REIMBURSEMENT

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

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

SECTION 12 - LEAVES

A. Vacations:

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

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

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

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

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

SECTION 13 - AUTOMOBILE

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

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

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

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

SECTION 14 - AUTOMOBILE INSURANCE

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

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

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

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

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

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

SECTION 16 - JURY DUTY

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

SECTION 17 - NOTICES

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

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

1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326
Attn: President of the Board of Directors
2. Mario Iglesias
958 Vista Verde Ln.
Nipomo, CA 93444
805.931.4287
mario2cu@aol.com

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

SECTION 18 - INDEMNIFICATION

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

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

SECTION 19 - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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


GENERAL MANAGER



Mario Iglesias

DATE: 9-12-2019, 2019

DISTRICT



Ed Eby, President

DATE: 9-12, 2019

APPROVED AS TO FORM:



Whitney McDonald, District Legal Counsel

DECEMBER 9, 2020

ITEM E-2

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

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

"The General Manager shall be entitled to eight (8) administrative leave days with pay per year. A limit of forty (40) hours of Administrative leave can cannot be accumulated and or carried over for a limited period into 2021 over one calendar year to the next. Unless otherwise stated herein, effective 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.

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

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

GENERAL MANAGER

DISTRICT

MARIO IGLESIAS

DAN ALLEN GADDIS,
Board President

DATE: _____, 2020

DATE: _____, 2020

APPROVED AS TO FORM:

CRAIG A. STEELE,
District Legal Counsel

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: DECEMBER 4, 2020

**AGENDA ITEM
E-3
DECEMBER 9, 2020**

**ADOPT RESOLUTION COMMENDING FORMER DIRECTOR
CRAIG ARMSTRONG**

ITEM

Adopt resolution commending former Director Craig Armstrong. [Recommend Adopt Resolution]

BACKGROUND

Craig Armstrong served as a Director on the District's Board of Directors for eight years over two consecutive terms. The District would like to thank Mr. Armstrong for his dedicated service to the community.

FISCAL IMPACT

None

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that your Honorable Board adopt the Resolution commending former Director Craig Armstrong.

ATTACHMENT

- A. Resolution 20xx-ARMSTRONG; Commending Craig Armstrong for Service to NCSD

DECEMBER 9, 2020

ITEM E-3

ATTACHMENT A

**A RESOLUTION OF THE NIPOMO COMMUNITY SERVICES DISTRICT
COMMENDING CRAIG ARMSTRONG FOR HIS
DEDICATED SERVICE TO NIPOMO COMMUNITY SERVICES DISTRICT**

WHEREAS, Craig Armstrong was elected and sworn into office as a Director of Nipomo Community Services District on December 12, 2012; and

WHEREAS, Craig Armstrong was elected to serve two consecutive terms on the Board of Directors for a total service to the community of eight years; and

WHEREAS, Craig Armstrong served as the President of the Board of Directors from 2014 thorough 2016 and Vice President in 2020; and

WHEREAS, during his tenure on the Board of Directors, Craig Armstrong chaired and/or served on numerous Board standing committees and Ad-Hoc committees; and

WHEREAS, during his entire tenure on the Board, Craig Armstrong supported and helped shape many vital District projects including:

- Supplemental Water Project design, funding, and construction initiation
- Helped Craft the District's Groundwater Replenishment Agreement
- Blacklake Sewer Enterprise Consolidation
- 2014-2019 Strategic Plan Development and Adoption
- Lead and Guided Annual Audit & Budget Review Processes
- Adoption of Supplemental Water Rate
- Contributed Greatly to Water and Sewer Rate Study Development
- 2018 Municipal Services Review and Sphere of Influence updates
- Annual adoption of a Balanced Budget
- 2015 Urban Water Management Plan Updates
- 2013 Wholesale Water Agreement with City of Santa Maria
- Served on the County Water Resources Advisory Committee

WHEREAS, Craig Armstrong proudly and competently represented Nipomo Community Services District; and

WHEREAS, Craig Armstrong's service to this Board, the community of Nipomo, and all Nipomo residents has been of great value to us all.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the Board of Directors of the Nipomo Community Services District expresses great appreciation and lasting gratitude to Craig Armstrong for his service to Nipomo Community Services District.

The Board unanimously adopted the foregoing resolution on December 9, 2020.

Dan A. Gaddis, President

Ed Eby

Bob Blair

Dan Woodson

Richard Malvarose



TO: BOARD OF DIRECTORS
FROM: MARIO IGLESIAS
GENERAL MANAGER
DATE: December 4, 2020

**AGENDA ITEM
F
DECEMBER 9, 2020**

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- *Period covered by this report is November 1, 2020 through December 5, 2020.*

DISTRICT BUSINESS

Administrative

Listed below are several activities that have a financial impact on the District and so, are monitored and included in the General Manager's bi-monthly report. Water waste reports typically are generated by concerned community members who call the District to alert us to landscape overwatering. Leak adjustments are tracked – the number and adjustment amount –, to keep the Board apprised of the cost of this program. In response to the COVID19 health emergency, the District is waiving all late fees and is not tracking late payments, but is tracking customer's outstanding balances. Also due to the current health emergency, the District is offering to credit customer accounts to cover the third-party cost for paying their utility bills on-line; currently the fee is \$3.95. This provides customers with a safe means of paying their utility bill without leaving their home. For November, a total of 17 customers took advantage of the District's offer to pay this fee.

OFFICE ACTIVITIES

	Nov 20	Jan 20 - Nov 20
Reports of Water Waste	0	0
Leak Adjustments	2	23
Leak Adjustment Amount	\$350	\$6,217
Late Fee Waivers	0	15
Late Fee Waiver Adjustment Amount	\$0	\$2,940
Official Payment (Count March-June)	17	119
Official Payments cost to District	\$67	\$474

Water Resources

Table 1. Total Production Acre Feet (AF)

	Nov-20	Jul 20 - Nov 20
Groundwater Production	73.7	460.5
Supplemental Water Imported	<u>90.6</u>	<u>511.4</u>
Total Production	164.3	971.9

The District's total combined production, including groundwater production wells and supplemental water imported through the Joshua Road Pump Station, registered 164.3 AF for the month of November.

NCSD imported 90.6 AF of water over the 30 day period in November, averaging 683 gallons per minute for an average total of .98 million gallons per day. For fiscal year 2020-21 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. [5 months x 84 AF = 420 AF].

For the fiscal year, July 1, 2020 through November 30, 2020, a total of approximately 511 AF was imported. The District is on track to meet its targeted import water obligation for the fiscal year.

NCSD GW Reduction

The District's purveyor customers, Golden State Water Company and Woodlands Mutual Water Company, each claim 16.66% (cumulatively 33.33%) of the imported water NCSD brings onto the basin through the NSW. 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.

Table 2. NCSD GW Production (NCSD GW Well Production plus Purveyor Credit)

	Nov-20	Jul 20 - Nov 20
NCSD GW Well Production	73.7	460.5
Purveyor Customer Credit (33.3% of Import Water)	<u>30.2</u>	<u>170.4</u>
NCSD Total Calculated GW Production	103.9	630.9
Average GW Production for 2009-2013	<u>179.1</u>	<u>1,260.2</u>
NCSD Percentage of GW Reduction	42%	50%

2021 Fiscal Year Groundwater Pumping Forecast

Table 3. Projected Groundwater Pumping

	Nov-20	Year-to-Date Jul-Jun 2021	Target	Over/(Under)
NCSD GW Well Production	73.7	890.1		
Purveyor Customer Credit (33.3% of Import Water)	<u>30.1</u>	<u>359.0</u>		
NCSD Total Calculated GW Production	103.8	1,249.0	1,266.0	16.97
Average GW Production for 2009-2013	<u>179.1</u>	<u>2,533.4</u>	<u>2,533.4</u>	
NCSD Percentage of GW Reduction	42%	51%	50.0%	

Above, Table 3 projects the District's groundwater pumping reduction effectiveness for Fiscal Year 2021. Under the current Stage 4 of the NMMA Water Shortage Response Stages, the targeted groundwater pumping reduction is 1,266 AFY (50% of 2009-2013 average District GW Pumping). At the current usage rate through the first 5 months of the fiscal year, the District is predicted to reach its pumping reduction goals for fiscal year 2021. With the increased amount

of import water scheduled for the year and the slight increase in customer demand, it is anticipated that the District will continue to see the monthly measure of groundwater pumping reduction increase.

Table 4. FY 2020 v. FY 2021 Groundwater Pumping

	Nov-20	Jul 20-Jun 21	Nov-19	Jul 19-Jun 20
NCSD GW Well Production	73.7	890.1	81.3	1,026.0
Purveyor Customer Credit (33.3% of Import Water)	30.1	359.0	27.4	323.1
NCSD Total Calculated GW Production	103.8	1,249.0	108.7	1,349.1
Average GW Production for 2009-2013	179.1	2,533.4	179.1	2,533.4
NCSD Percentage of GW Reduction	42%	51%	39%	47%

Table 4 compares the previous year's groundwater pumping with the current year's groundwater pumping for the same period. With the Fiscal Year 2021 requirement to import 8% more water from the City of Santa Maria than 2020, a requirement in the water purchase agreement, it is anticipated that the District will reduce groundwater pumping well within the 50% self-imposed restriction. As the year progresses, it is anticipated that the GW Reduction percentage will increase from 51% shown in table 4.

Rainfall Gauge – (gathered from the following websites)

Note 1: SLO County Website

https://wr.slocountywater.org/site.php?site_id=3&site=935e7af7-0e94-4042-bc11-e02906d5ba44

Note 2: SLO County Website

https://wr.slocountywater.org/site.php?site_id=2&site=878bfdbf-5c40-4398-8226-418372e4039b

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
November 2020 Total	0.43	0.39
July-2020 through June-2021 (Season Total)	0.47	0.55
Dec 1, 2020 to Dec 4, 2020	0.00	0.00
Total Rainfall to date	0.47	0.55
Average Annual Year Rainfall	18.0 ¹	14.0 ²

Supplemental Water Capacity Accounting

Summary Since January 25, 2008	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500
Supplemental Water Reserved (Will Serve Letter Issued)	124	-65.5
Subtotal Net Supplemental Water Available for Allocation	823	434.5
Supplemental Water Assigned (Intent-to-Serve Issued)	174	-91.9
Total Remaining Supplemental Water Available for Allocation	649	342.7

As of December 3, 2020

Safety Program

Quarterly Safety Meeting - Cancelled

Other Items

- COVID19 NCSD Response Plan Update [Attachment A]

Connection Report

Nipomo Community Services District
Water and Sewer Connections

END OF MONTH REPORT

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Water Connections (Total)	4441	4444	4444	4445	4449	4452	4459	4465	4471	4471	4475	
Sewer Connections (Total)	3208	3211	3211	3213	3217	3220	3227	3231	3237	3237	3241	
New Water Connections	0	3	0	1	4	5	7	6	6	0	4	
New Sewer Connection	1	3	0	2	4	1	7	4	6	0	4	
Galaxy & PSHH at Orchard and Division Sewer Connections billed to the County	476	476	476	476	476	476	476	476	476	476	476	

The Connection Report is current through December 1, 2020.

Meetings (October 24, through December 4)

Meetings Attended (telephonically or in person):

- Oct. 26, SLO County EOC Briefing
- Oct. 26, City of Santa Maria – November CCWA Shut-down
- Oct. 26, Developer Meeting – SOL: Knotts Street
- Oct. 27, Staff Mtg. – Cust. Service Specialist
- Oct. 27, Eng./Admin Coordination Meeting
- Oct. 27, Phone System Replacement – Clever Ducks
- Oct. 28, Rotary
- Oct. 28, Regular NCSD Board Meeting
- Oct. 28, Exec. Team After-Board Meeting
- Oct. 29, NCSD Exec. Team – District Code Update Session
- Oct. 29, Fire Service Customer: Engineering Close-out Meeting
- Oct. 29, NMMA-TG Meeting
- Oct. 30, Staff Mtg. – Cust. Service Specialist
- Oct. 30, Monthly Admin Meeting
- Oct. 30, PG&E PSPS Portal Training
- Nov. 2, NCSD Management Team
- Nov. 3, Staff Mtg. – Cust. Service Specialist
- Nov. 3, BLMA Monthly Meeting
- Nov. 4, Rotary
- Nov. 4, SLO County EOC Update
- Nov. 4, CSDA Manager's Meeting
- Nov. 5, Landscape Contractor – Allweather
- Nov. 5, Legal Counsel Meeting - Steele
- Nov. 6, Staff Mtg. – Cust. Service Specialist
- Nov. 6, SLO County EOC Update
- Nov. 6, SLO County Planning – ADUs and NCSD Will-Serve Letter
- Nov. 9, New Employee NCSD System Tour

- Nov. 9, NCMA TG Meeting – Support Letter Request
- Nov. 10, Exec. Team – NCSD District Code Update
- Nov. 10, County Program Meeting – Health Equity Planning (COVID Related)
- Nov. 11, Veteran's Day Holiday
- Nov. 12, Contractor – Allweather Southland WWTP Screening
- Nov. 12, Eng./Admin Coordination Meeting
- Nov. 13, SLO County Housing Authority
- Nov. 13, Customer Engagement Update – NCSD Staff: J. Etteddgue
- Nov. 16, Management Team Mtg.
- Nov. 16, Board Officer Meeting
- Nov. 17, Staff Mtg. – Cust. Service Specialist
- Nov. 18, Rotary
- Nov. 18, NMMA-TG Managers Meeting
- Nov. 18, CSDA Manager's Meeting
- Nov. 18, NCSD General Counsel – Steele
- Nov. 19, DWR Watr Loss Webinar
- Nov. 20, Staff Mtg. – Cust. Service Specialist
- Nov. 20, County EOC Health Briefing
- Nov. 24, Staff Mtg. – Cust. Service Specialist
- Nov. 24, NCSD RWG Special Counsel – R. Green (COVID Related)
- Nov. 24, Public Outreach – Newsletter Prep: J. Etteddgue
- Nov. 25, Vacation Day
- Nov. 26, Thanksgiving Holiday
- Nov. 27, Thanksgiving Holiday
- Nov. 30, NCSD Management Team Meeting
- Nov. 30, NCSD Board Officer Meeting
- Dec. 1, Property Owner Annexation Meeting
- Dec. 1, Public Outreach – Newsletter Prep: J. Etteddgue
- Dec. 1, BLMA Monthly Meeting
- Dec. 2, Rotary
- Dec. 2, CSDA Manager's Meeting
- Dec. 3, Utility Worker Interview
- Dec. 4, Staff Mtg. – Cust. Service Specialist
- Dec. 4, Utility Worker Interview

Meetings Scheduled (December 5 through December 12):

Upcoming Meetings (telephonically or in person):

- Dec. 7, NMMA TG Meeting
- Dec. 7, Eng/Admin Coordination Meeting
- Dec. 8, Staff Mtg. – Cust. Service Specialist
- Dec. 8, New NCSD Board Member Orientation
- Dec. 8, Exec. Team – District Code Update
- Dec. 9, Rotary
- Dec. 9, Regular NCSD Board Meeting
- Dec. 9, Exec. Team After-Board Meeting
- Dec. 11, Regular NCSD Board Meeting

Upcoming Water Resource and Other Meetings

Upcoming Standing Meetings:

- *NMMA-TG: December 7th (Monday) @ 10:00 AM, Conf. Call*
- *RWMG: No Schedule Posted –*
- *WRAC: December 2th (Wednesday) @ 1:30 PM, Zoom Meeting*
- *NMMA Purveyor Meeting: January 14th (Thursday) @ 10:00 AM, Zoom Meeting*
- *NCSD Board Officer Meeting: January 4th (Monday) @ 2:00 PM, NCSD Conf. Rm.*

RECOMMENDATION

Staff seeks direction and input from your Board

ATTACHMENTS

- A. COVID19 - NCSD Response Plan Update

DECEMBER 9, 2020

ITEM F

ATTACHMENT A

DISTRICT RESPONSE TO COVID 19

New Actions

Personnel on Quarantine

Water Operations:

1. Utility Worker: Test Negative, Return to work after 14 day Quarantine (Dec. 15)
2. Utility Worker: Test Pending, Minimum 14 day Quarantine (Soonest Dec. 15)

Ongoing Actions

1. Participate in SLO County Daily EOC Briefing
2. Review SLO County Daily EOC Status Report
3. Practicing Social Distancing
4. Face coverings are required when employees are in District Buildings when they are away from their work stations

Previous Actions

1. NCSD Board Passes Resolution Declaring Emergency in District [Res. 2020-1550, Mar. 24, 2020]
2. Admin Office Closed to the Public
 - a. Meetings are virtual – Conference Calls
3. Discontinued: Split staff into two teams
 - a. See schedule on Response Plan
4. Received directions for FEMA Public Assistance – Cost Tracking Guidance
5. Governor's Executive Order – No Water Turn-offs
 - a. District instituted this policy as well as a No Late Fee – No Penalty Fees
6. Wipe-down between shifts
7. Each operator in separate designated vehicle.
8. Received additional PPE. Administration Staff will be on normal schedule 8-4:30 starting Monday May 18th
9. Operations Staff are on normal 7:00 am to 3:30 pm work schedule as of Monday, May 4th. County opened up construction sites.
10. Expanded Customer Service Work to include site visits for investigations (high bills, meter issues) week of May 11
11. Trailers for quarantine have been returned – May 1
12. District to begin wastewater sampling in conjunction with County effort to determine presence of COVID19 in communities – May 11
13. Temporary Admin Support Workers brought back to Office (Provider incentivized due to PPP Funds) – June 1
14. Lobby Modifications: Glass will be equipped with speaker plates to allow the communication between customer and clerk without opening the sliding window.
15. Board Meetings open to the public.
16. County Offices Continued Closed with Appointments provided to some departments as needed.

Date: December 9, 2020

Response Activities to COVID19 Health Emergency

Prepared by: Mario Iglesias, General Manager

17. June 18, 2020, Governor Order issued requiring face masks be worn in public places. District management purchased disposable face masks for staff, Board Members, and any public that attends District Board Meetings and lack a face mask.
18. The customer counter window modifications at the office are being rescheduled for November 16, 2020 by Valley Glass.



**COUNTY OF SAN LUIS OBISPO HEALTH AGENCY
PUBLIC HEALTH DEPARTMENT**

Michael Hill *Health Agency Director*

Penny Borenstein, MD, MPH *Health Officer/Public Health Director*

November 28, 2020

Dear [REDACTED]

You have been identified as a household contact of an individual infected with COVID-19. In accordance with California Health and Safety Code 120175, you are directed to **Self-Quarantine and Self-Monitor**. Your period of quarantine has begun as of November 20, 2020 and must continue until 14 days after the COVID-positive individual in your household is released from isolation. As such, your period of quarantine may last 24 days or more.

During your period of quarantine, you are directed to check your temperature twice daily and keep a log of your temperatures. You are also directed to monitor yourself for other symptoms of respiratory infection including cough, shortness of breath, chills, fatigue, muscle or body aches, new loss of taste or smell, headache, sore throat, congestion or runny nose, nausea or vomiting and diarrhea. If you develop fever (temperature $\geq 100.4^{\circ}\text{F}$) or any of the above-mentioned symptoms, contact the Public Health Department immediately at **(805) 781-5500**.

If you do not develop any symptoms during your period of quarantine and there are no *additional* individuals in your household who develop COVID-19, then you may return to work on **December 15, 2020**.

Definitions:

Quarantine in general means the separation of a person or group of people reasonably believed to have been *exposed to a communicable disease but not yet symptomatic*, from others who have not been so exposed, to prevent the possible spread of the communicable disease.

Thank You,

A handwritten signature in black ink, appearing to read "Rick Rosen".

Rick Rosen, MD, MPH
Deputy Health Officer
County of San Luis Obispo Public Health Department

Public Health Department

2191 Johnson Avenue | San Luis Obispo, CA 93401 | (P) 805-781-5500 | (F) 805-781-5543

www.slopublichealth.org

19710902



COUNTY OF SAN LUIS OBISPO HEALTH AGENCY
PUBLIC HEALTH DEPARTMENT

Michael Hill *Health Agency Director*

Penny Borenstein, MD, MPH *Health Officer/Public Health Director*

28 de noviembre de 2020

Se le ha identificado como un contacto familiar de una persona infectada con COVID-19. De acuerdo con el Código de Salud y Seguridad de California 120175, se le dirige a **Auto-Cuarentena y Auto Monitorearse**. Su período de cuarentena ha comenzado a partir el 20 de noviembre de 2020 y debe continuar hasta 14 días después de que el individuo COVID positivo en su hogar sea liberado del aislamiento. Como tal, su período de cuarentena puede durar 24 días o más.

Durante su período de cuarentena, se le indica que revise su temperatura dos veces al día y mantenga un registro de sus temperaturas. También se le indica que debe monitorear otros síntomas de infección respiratoria, incluyendo tos, dificultad para respirar, escalofríos, fatiga, dolores musculares o corporales, nueva pérdida de sabor u olfato, dolor de cabeza, dolor de garganta, congestión o nariz goteando, náusea o vómito y diarrea. Si presenta fiebre (temperatura $\geq 100.4^{\circ}\text{F}$) o cualquiera de los síntomas antes mencionados, comuníquese con el Departamento de Salud Pública inmediatamente al **(805) 781-5500**.

Si no presenta ningún síntoma durante el período de cuarentena y no hay personas *adicionales* en su hogar que desarrollen COVID-19, entonces puede volver a trabajar **el 15 de diciembre de 2020**.

Definiciones:

Cuarentena en general significa la separación de una persona o grupo de personas que razonablemente se cree que han estado *expuestas a una enfermedad transmisible pero aún no sintomática*, de otras personas que no han estado expuestas, para prevenir la posible propagación de la enfermedad transmisible.

Atentamente,

Rick Rosen, MD, MPH
Deputy Health Officer
County of San Luis Obispo Public Health Department

Public Health Department

2191 Johnson Avenue | San Luis Obispo, CA 93401 | (P) 805-781-5500 | (F) 805-781-5543
www.slopublichealth.org

Self-quarantine Instructions for Individuals Exposed to COVID-19



These instructions are for people who have been in close contact with someone who has been diagnosed with COVID-19. *Are you a healthcare worker or essential worker? Check with your employer about their guidelines.*

Why is self-quarantine important?

If you have been in close contact with someone who has COVID-19, you may be infected even if you feel well right now.

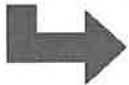
It can take as little as 2 days to as many as 14 days after being near someone with COVID-19 to feel any symptoms or know if you are infected. Some people who are infected never have symptoms, but are still contagious to others.

You should self-quarantine (separate yourself from others and stay home) in case you are infected. This is so you do not pass on COVID-19 infection to anyone else.

What is a “close contact”?

A “close contact” is anyone who was exposed to a person with COVID-19 while they were contagious*.

Examples of close contacts are:



- ▶ Household member, intimate partner, or caregiver
- ▶ Person who was within 6 feet (2 meters) of you for 15 minutes or more
- ▶ Person who had unprotected contact with your body fluids/secretions

Unprotected contact with bodily fluids/secretions includes actions like:



Being coughed or sneezed on

Sharing utensils

Caring for someone who is sick without wearing proper protective equipment

**A person with COVID-19 is considered to be contagious 2 days before their first symptoms appear until they are no longer required to be self-isolated as described in Self-isolation Instructions for Individuals Who Have or Likely Have COVID-19. A person with a positive COVID-19 test but no symptoms is considered to be contagious from 2 days before their test was taken until 10 days after their test.*

How long do you need to self-quarantine?

You will need to stay in self-quarantine for 14 days from the last time you were in close contact with a person who has COVID-19. If you continue to live with or care for this person, the amount of time you have to self-quarantine depends on the type of contact that you have. To assist with determining this, please see Tips to determine when your self-quarantine ends on Page 4 of these instructions.

Do you need to get tested for COVID-19 during self-quarantine?

You may be referred for testing depending on availability in your area.

If your test is positive:

- ▶ It means you have COVID-19.
- ▶ You should follow the [Self-isolation Instructions for COVID-19](#).
- ▶ You should tell your close contacts to self-quarantine. You can even tell them anonymously by text or email using the website tellyourcontacts.org.

If your test is negative:

- ▶ You may have been infected after your last exposure but it is too early to tell on the test.
- ▶ You still need to stay in self-quarantine for the full 14 days after your last exposure.
- ▶ Monitor your health and stay alert for symptoms of COVID-19.

Tips for monitoring your health during self-quarantine:

Stay alert for [symptoms of COVID-19](#). Common symptoms include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body pain, headache, congestion or runny nose, sore throat, nausea, vomiting, diarrhea, or new loss of taste or smell. This list does not include all possible symptoms.

Check your temperature twice a day. Watch for fever of at least 100.4°F.

What if you develop COVID-19 symptoms?

If you develop symptoms that concern you, call your medical provider.

- Tell them that you were exposed to someone with COVID-19.
- Ask them about getting tested. To find testing in your area, visit covid19.ca.gov/testing-and-treatment.
- Let them know if you are at [high risk for serious illness](#). You are at high risk if you are: 65 years or older; have a chronic disease (e.g., diabetes); or a weak immune system.
- Remember to write down when your symptoms started and follow the [Self-isolation Instructions for Individuals Who Have or Likely Have COVID-19](#).

If you have to leave your home for medical care or testing, be careful.

- Wear a facemask or a cloth face covering (see [Guidance for Cloth Face Coverings](#)).
- Use a private vehicle if possible. If you cannot drive yourself, keep as much distance as possible between you and the driver. Wear a face covering and leave the windows down if you can. Avoid using public transportation, ride shares, or taxis.

Call 911 if you start to have emergency warning signs



Difficulty
breathing



Pressure or
pain in chest



Bluish lips
or face



Confused or
hard to wake



Other serious
symptoms

Self-quarantine Do & Do Not



DO!



- **Do stay home** except to get medical care. If you have other health conditions, make sure to closely monitor any new or existing symptoms, and check-in with your doctor, especially if you feel worse.



- **Do stay at least 6 feet (2 meters) away from others**
- **Do wear a facemask or cloth face covering** when around others (see [Guidance for Cloth Face Coverings](#) for more information).



- **Do stay away from others in your home** (unless they are also in quarantine) by staying alone in a specific room.
- **Do stay away from people who are at high risk for serious illness.** People at higher risk are: 65 years or older; severely overweight; have a chronic disease (e.g., diabetes); or a weak immune system.



- **Do use a separate bathroom**, if available. If not possible, clean and disinfect the bathroom after use.
- **Do wash your hands often and thoroughly** using soap and water for at least 20 seconds. Wash your hands after blowing your nose, coughing, or sneezing; going to the bathroom; and before eating or preparing food. If a sink is not available, use hand sanitizer (containing 60% ethanol or 70% isopropanol). Never use hand sanitizers with methanol due to its high toxicity to both children and adults.



- **Do wipe down surfaces that you touch frequently** with disposable cloths using bleach or household cleaners.

DO NOT!



- **Do not go to work, school, or public areas.**
- **Do not allow visitors.**
- **Do not prepare or serve food to others.**

Getting help with food and other basic needs:

- ▶ If you do not have someone to help you, you can order food or groceries online for home delivery, if available. Ask that deliveries be left in a safe spot at your door.
- ▶ If you need help obtaining food or other essential items, call 2-1-1, your county's Information Line or visit the website www.211.org.
- ▶ Additional resources: [financial help](#), [food assistance](#), [housing and homelessness](#), [emotional support](#), [childcare](#), [immigrant communities](#).

When can you safely end self-quarantine?

You will need to stay in self-quarantine for 14 days from the date of your last close contact with someone with COVID-19. The examples below will teach you how to determine the last date in your self-quarantine period.

Tips to determine when your self-quarantine ends

No further contact with someone with COVID-19: Your last day in self-quarantine is 14 days from the date when you last had close contact with that person.

Your last close contact with
a person with COVID-19 on
January 1



**14
days**



Your last day in
self-quarantine is
January 15

Continued contact with someone with COVID-19: If you continue to have close contact (like living with or caring for the person), your last day of self-quarantine is 14 days from the date the person started to follow *Self-isolation Instructions for Individuals Who Have or Likely Have COVID-19*

The person with COVID-19
started to follow
self-isolation instructions
on **January 5**



**14
days**



Your last day in
self-quarantine is
January 19

Continued contact with someone with COVID-19: The 14-day quarantine period will restart if you have close contact with the person with COVID-19 at any time during your self-quarantine. It will restart on the date of your last close contact.

You started to
self-quarantine
on **January 10**



You had close contact
with a person with
COVID-19 on
January 13



**14
days**



Your last day in
self-quarantine
is **January 27**

Cannot avoid close contact with someone with COVID-19: Your last day of self-quarantine is 14 days from the date the person with COVID-19 completed their self-isolation. This means they were told by their doctor or local health department it was safe to be near others.

Person with COVID-19
completes self-isolation on
January 15



**14
days**



Your last day in
self-quarantine is
January 29

Want more information? Visit the CA Department of Public Health website cdph.ca.gov/covid19

Please call your medical provider for any questions related to your health.

If you need help finding a medical provider, call 2-1-1 or your county's Information Line.