

Agenda Item: 1

Date: July 10, 2024

Subject: Draft Minutes of the June 5, 2024, Del Paso Manor Water District and Sacramento Suburban Water District Joint Board Meeting

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

Approve the Draft Minutes of the June 5, 2024, Del Paso Manor Water District and Sacramento Suburban Water District Joint Board Meeting.

Attachment:

1. Draft Minutes of the June 5, 2024, Del Paso Manor Water District and Sacramento Suburban Water District Joint Board Meeting.



Minutes

Del Paso Manor Water District/Sacramento Suburban Water District Joint Board Meeting

June 5, 2024

Location:

3701 Marconi Avenue, Sacramento, CA 95821, and Audio Conference at 1-669-900-6833, and Video Conference using Zoom at Meeting ID #883 4508 4378

SSWD Call to Order – Videoconference/Audioconference Meeting

Sacramento Suburban Water District (SSWD) Board President Kevin Thomas (Chair Thomas) called the meeting to order at 6:00 p.m.

Roll Call

SSWD Directors

Present: Jay Boatwright, Dave Jones, Craig Locke, and Kevin Thomas.

SSWD Directors

Absent: Robert Wichert.

DPMWD Directors

Present: Carl Dolk, Gwynne Pratt, David Ross, and Robert Matteoli.

DPMWD Directors

Absent: None.

SSWD Staff Present: General Manager Dan York, Assistant General Manager Matt Underwood, Jeff Ott, Erik Flaa, Julie Nemitz, and Heather Hernandez-Fort.

DPMWD Staff Present: General Manager Adam Coyan and Mike Jenner.

Public Present: SSWD Legal Counsel Josh Horowitz, Del Paso Manor Water District (DPMWD) Legal Counsel Lauren Bernadett, Bernadette Grimes, Jose Henriquez, Bill Rose, William Eubanks, Ted Costa, Paul Helliker, Sabrina Gulch, Trish Harrington, and Roy Wilson.

Public Comment

None.

Consent Items

- Draft Minutes of the May 22, 2024, Del Paso Manor Water District and Sacramento Suburban Water District Joint Board Meeting**
SSWD Director Boatwright moved to approve the Consent Item; SSWD Director Locke seconded.

The SSWD motion passed by unanimous vote.

SSWD Vote:

AYES:	Boatwright, Jones, Locke, and Thomas.	ABSTAINED:	
NOES:		RECUSED:	
ABSENT:	Wichert.		

The DPMWD motion failed by a 2 aye/2 abstained vote.

DPMWD Vote:

AYES:	Dolk and Pratt.	ABSTAINED:	Ross and Matteoli.
NOES:		RECUSED:	
ABSENT:			

Items for Discussion and/or Action

- Sacramento Suburban Water District and Del Paso Manor Water District – Potential Reorganization**
SSWD General Manager Dan York (SSWD GM York) summarized the staff report, noting a majority of the analysis information has already been collected from the previous combination discussions.

Discussion ensued regarding what water rates options are available for DPMWD.

DPMWD Director Matteoli expressed he would not want the SSWD ratepayers to be responsible for any improvements made to the DPMWD system, so he is in favor of proceeding with the Prop 218 rates that were approved for DPMWD.

SSWD GM York expressed the goal would be for the DPMWD customers to eventually have SSWD's rate structure that has the "pay as you go" rate structure for CIP programs.

SSWD Director Locke recommended that any funds collected by the DPMWD ratepayers be used towards the DPMWD service area.

SSWD GM York reminded the Boards that there is a potential for state grant funding for infrastructure improvement and replacement.

The Boards agreed to direct staff to develop a process for which to bring forth a vote to initiate reorganization tasks to dissolve DPMWD.

DPMWD Director Matteoli requested staff include beginning the process to apply for grant funding into the task list.

Both Boards agreed with DPMWD Director Matteoli's request.

3. **Reorganization Benefits, Advantages, and Disadvantages**

SSWD GM York presented the staff report and answered clarifying questions.

DPMWD Director Matteoli inquired if fluoridation equipment would be needed at DPMWD well sites, should the districts combine.

SSWD Assistant General Manager Matt Underwood explained that SSWD could either provide fluoride to DPMWD's existing wells to be optimally fluoridated, or notify the DPMWD customers as required by the Department of Drinking Water of sub-optimal levels.

SSWD GM York explained that SSWD preferred to provide optimal levels of fluoride to its South Service Area.

William Eubanks (Mr. Eubanks) expressed he was not interested in supporting DPMWD with their infrastructure improvement needs, and additionally inquired about the status of the DPMWD customers, noting that in the past they were against combination discussions.

DPMWD Director Dolk expressed that he believed DPMWD ratepayers had a better understanding of the situation DPMWD is in and were now more in favor of combination discussions. He noted that there will be an Open House meeting on July 16, 2024, and that DPMWD has been more active with customer outreach.

Discussion ensued over clarifying questions including rates, funding options, well status, metering, DPMWD infrastructure, and the status of DPMWD existing staff.

SSWD Legal Counsel Josh Horowitz confirmed that DPMWD would be required to be fully metered within 10 years of combining with SSWD, should that take place.

4. **Del Paso Manor Water District and Sacramento Suburban Water District Board of Directors – Comments and/or Concerns**

SSWD GM York presented the staff report and answered clarifying questions.

Mr. Eubanks withdrew his comment.

Jose Henriquez (Mr. Henriquez) Executive Officer of Sacramento Local Agency Formation Commission (LAFCo) stated that on May 5, 2024, the LAFCo Commissioners voted unanimously to approve a resolution to attempt to dissolve DPMWD due to serious deficiencies and required infrastructure repairs, noting DPMWD had 12 months to correct the deficiencies or LAFCo would dissolve the district. He additionally noted that LAFCo would be holding an Open House for the

residents of DPMWD on July 16, 2024, in the El Camino High School Cafeteria, where they will go over what occurred in order for LAFCo to come to this decision, and what the process would be going forward. He noted that all of the calls he has received from DPMWD customers have been very supportive of this effort.

DPMWD Director Ross expressed concern over the possibility of DPMWD not being able to obtain the grant funding.

DPMWD Director Pratt expressed concern that SSWD staff would not have time to work on this effort.

Chair Thomas and SSWD GM York assured DPMWD Director Pratt that SSWD staff would not have an issue working on this combination effort.

SSWD Director Locke expressed his concern with the DPMWD Board's attendance at Joint Board meetings, noting he wanted to be sure that everyone was working toward the same goal, and wanted to make sure that time is not being wasted. He also expressed concern that DPMWD had three seats up for election in November, and it was unsettling to him that the majority of DPMWD's Board could change in just a few months.

DPMWD Director Pratt agreed with SSWD Director Locke and assured him that she was very interested in continuing to move forward with combination efforts.

SSWD Director Boatwright pointed out that if no efforts were made toward acquiring the grant funding, then nothing would be granted, urging the Boards to move quickly on it before it is gone.

SSWD Director Locke responded that it would be best to have something more formalized before November.

SSWD Director Boatwright additionally commented that he did not recommend DPMWD change their current rate plan, and additionally expressed that he would not be in support of additional interties with DPMWD, if there was not a plan to join the two districts together. He urged the Boards to move swiftly on the combination efforts.

Trish Harrington reminded the Boards of the assets that DPMWD has.

Mr. Eubanks withdrew his comment.

5. Communications Plan

SSWD GM York presented the staff report and answered clarifying questions.

SSWD Director Locke stated that he would like to get information out to the SSWD customers as soon as possible about the combination efforts currently in progress.

The Boards agreed that the joint communication will be similar for each district, and that the editorial content will be approved by the General Managers, who will bring all final communications materials to the Boards as information.

6. **Joint Board Meetings vs 2x2 Committee Meetings**

SSWD GM York presented the staff report and answered clarifying questions.

Both Boards agreed to hold all meetings going forward as Joint Board meetings.

7. **Future Meeting – Draft Agenda Topics**

SSWD GM York presented the staff report.

The Boards agreed to allow the two General Managers to draft the agenda of the next Joint Board meeting based on the discussion that took place at this meeting.

Adjournment

Chair Thomas adjourned the meeting at 7:15 p.m.

Dan York
General Manager/Secretary
Sacramento Suburban Water District

Agenda Item: 2

Date: July 10, 2024

Subject: State Water Resources Control Board Grant Funding

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

No action. Receive update on potential State Water Resources Water Board grant funding opportunities and direct staff as appropriate.

Background:

At the June 5, 2024, Joint Board meeting, the Sacramento Suburban Water District (SSWD) and Del Paso Manor Water District (DPMWD) Board of Directors provided staff with direction to initiate submitting a grant application into the State Water Resources Water Board, Division of Financial Assistance (SWRWB) portal for potential grant funding for infrastructure replacement and improvements within DPMWD's service area.

Discussion:

On June 11, 2024, staff met with Parmdeep Uppal, with SWRWB, to receive specific information related to the SWRWB's grant program and submitting and direction for applying for such funding. There are two areas of potential funding opportunities. One is a Construction Grant and the other is a Consolidation Incentive. Below are points received during that meeting:

Construction Grant:

- \$20 million dollar cap
- First come, first serve, and priority
- Engineering report
- Engineers estimate
- No construction and payment until LAFCo approves reorganization
- Can take 9-12 months for grant process
- Grant funds cannot be utilized to pay for loans and/or construction costs prior to LAFCo reorganization approval

Consolidation Incentive:

- Funding for planning or construction of an incentive project for a system that qualifies as a Small Dis-Advantaged Community. \$5,000 per connection x 1,900 connections = \$9.5 million.

On June 24, 2024, the grant application, along with the appropriate documents, was successfully uploaded into the SWRWB's Financial Assistance Application Submittal Tool. Staff is waiting for the project to be created and assigned to a Project Manager at the SWRWB Funding Program Department. Mr. Parmdeep is scheduled to be in attendance at the July 10th Joint Board meeting to answer questions from Directors of each agency.

Agenda Item: 3

Date: July 10, 2024

Subject: Board of Director Interest in the Reorganization of Del Paso Manor Water District into Sacramento Suburban Water District

Staff Contact: Adam Coyan, DPMWD General Manager
Dan York, SSWD General Manager

Recommended Board Action:

No action. Determine the interest of the Board of Directors of each district to reorganize Del Paso Manor Water District into Sacramento Suburban Water District.

Discussion:

The Sacramento Local Area Formation Commission (LAFCo) has initiated the process to dissolve Del Paso Manor Water District (DPMWD), which includes a resolution providing DPMWD one year to correct their water system deficiencies. Currently, DPMWD and Sacramento Suburban Water District (SSWD) have re-initiated combination discussions due to LAFCo's resolution.

A Director from DPMWD requested to place this item on the July 10, 2024, Joint Board meeting agenda for the purpose of determining how each Director feels about combining the two agencies if a vote was placed on an agenda to officially vote to combine.

Agenda Item: 4

Date: July 10, 2024

Subject: Reorganization Tasks

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

Direct staff to begin conducting the following tasks:

1. Commence communication and outreach to Del Paso Manor Water District and Sacramento Suburban Water District customers and stakeholders
2. Draft Local Area Formation Commission Resolution
3. Draft Board of Director Division Map
4. Finalize Condition Assessment of Del Paso Manor Water District's water system infrastructure
5. Initiate Water System Permit Amendments – Division of Drinking Water

Discussion:

Since 2019, Sacramento Suburban Water District (SSWD) and Del Paso Manor Water District (DPMWD) have been in various discussions to combine the two districts, as well as SSWD operating DPMWD's water system by way of a Mutual Aid Agreement and an Operational Services Agreement. These two agreements were triggered due to three of DPMWD's four staff members retiring/resigning on May 31, 2019, as well as the 2021 Grand Jury Report.

Between 2020 and 2023, SSWD and DPMWD conducted an analysis on the following areas:

- Condition Assessment of DPMWD's Infrastructure, production and distribution
- Groundwater/Surface Water Supplies
- Municipal Services Review Updates
- Financial Analysis
- Water Rate Comparison
- Combination Benefits – Rates, Costs, Operations
- Combination Benefits, Advantages, and Disadvantages

The above items were presented to the SSWD - DPMWD 2X2 Committee, with report backs to the full Board of each agency. However, at the May 22, 2023, Joint Board meeting, the DPMWD Board of Directors made the decision to move forward with their Proposition 218 process.

On April 10, 2024, the Sacramento Local Agency Formation Commission (LAFCo), provided a Public Notice informing the public that LAFCo scheduled a Public Hearing on May 1, 2024, for the purpose of adopting an addendum to DPMWD's Municipal Services Review and adopt a Resolution of Intent to Initiate Dissolution of DPMWD.

Reorganization Tasks

July 10, 2024

Page 2 of 2

On April 16, 2024, DPMWD held a Special Board meeting to discuss LAFCo's intent mentioned above. One of the options stated was to re-initiate discussions with SSWD. Per the minutes of DPMWD's Special Board meeting, the DPMWD Board of Directors voted to initiate discussions with SSWD. The vote was 3-1.

On May 1, 2024, LAFCo approved the adoption of an addendum to DPMWD's Municipal Services Review and adopt a Resolution of Intent to Initiate Dissolution of DPMWD. The vote was 7-0 on both items.

If SSWD and DPMWD choose to continue the path of combining the two agencies, a list of necessary tasks needs to be developed. For example, the two districts will need to approve similar resolutions to LAFCo and the State Water Resources Control Board, Division of Drinking Water (DDW) will need to initiate amending SSWD and DPMWD's Water System Permits. However, during the Water System Permit amendment process, DDW can temporarily re-appoint DPMWD's Water System Permit to SSWD, which provides SSWD with the authority/responsibility to operate DPMWD's water system until the Water System Permit amendment process is completed.

In addition, there are several tasks that would need to be outlined and assigned as priorities. Below is an example of various tasks that would need to be conducted if the process is approved by both districts:

- Financial System – Determine how cash receivables and liabilities are transferred. Inventory non-bonded loans/grants, etc. Notify bond holders.
- Water Rates – Determine rate setting process.
- Insurance Claims/Litigation. Identify outstanding claims and litigation.
- Real property disposition inventory and transfer
- Vehicle and equipment inventory

Note: The above items are not in order of priority.

Agenda Item: 5

Date: July 10, 2024

Subject: Communications Plan

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

Approve Communications Plan regarding Del Paso Manor Water District and Sacramento Suburban Water District reorganization, and direct staff as appropriate.

Background:

On May 1, 2024, LAFCo approved the adoption of an addendum to DPMWD’s Municipal Services Review and adopt a Resolution of Intent to Initiate Dissolution of DPMWD. The vote was 7-0 on both items. Due to LAFCo’s intent to dissolve DPMWD, on April 16, 2024, the DPMWD Board voted, 3-1, in favor of initiating discussions with SSWD.

At the June 5, 2024, Joint Board meeting, the Directors of both districts directed staff to develop a draft Communications Plan.

If the respective Board of Directors of SSWD and DPMWD choose to proceed in the process of reorganizing DPMWD into SSWD, it is imperative that a draft Communications Plan is developed to effectively communicate customer service and benefits, as well as the missions, visions, and values of each organization, that will reach internal and external stakeholders of each district.

Staff have generated a Draft Communications Plan (Attachment 1) with the intention to help to manage public perceptions, ensure transparency, and address concerns effectively.

The Draft Communications Plan, at a minimum, addresses potential increased efficiencies, future water supply reliability, and enhanced customer service. The Draft Communications Plan also identifies outreach phases and options for communicating the discussions to internal and external stakeholders.

If the Directors of DPMWD and SSWD approve the Communication Plan, the cost of the effort will be split 50/50 between the two agencies.

Attachment:

1 – Draft Communications Plan

Draft – Communications Plan

Outreach Outline for Del Paso Manor Water District and Sacramento Suburban Water District

1. Objectives

- a. Inform stakeholders regarding reasons for reorganization.
- b. Educate stakeholders on the benefits and impacts of reorganization.
- c. Engage the community to gather feedback and address concerns.
- d. Build Trust through transparency and consistent communication.

2. Develop Key Messages

- a. Why reorganization?
- b. Who is involved in the reorganization process?
- c. How long will the reorganization process take and how will it affect SSWD and DPMWD customers?
- d. What are the benefits/impacts of Reorganization?

3. Identify Key Stakeholders

- a. *Internal*
 - i. SSWD and DPMWD employees.
- b. *External*
 - i. All SSWD and DPMWD customers customer classes, including property owners and renters.
 - ii. Parks and schools within SSWD and DPMWD service areas.
 - iii. Civic and business organizations within the SSWD and DPMWD service areas.
 - iv. HOAs within the SSWD and DPMWD service areas.
 - v. Local elected officials that represent the SSWD and DPMWD service areas (County Board of Supervisors, CA Assembly and Senate, and Congressional).
 - vi. Taxpayer advocacy groups.
 - vii. LAFCo (already engaged)
 - viii. Regulators, especially the State Water Resources Control Board, Division of Drinking Water.
 - ix. Regional Water Authority/Sacramento Groundwater Authority.
 - x. Regional water providers.

4. Communications Channels

- a. Website – Dedicated webpage with FAQs, updates, and resources.
- b. Social Media – Regular updates and engagement on social platforms like Facebook, Twitter, and Instagram as applicable.
- c. Press Releases - To local newspapers, radio, and TV stations.
- d. Public Meetings – In-person and virtual town halls to explain the reorganization efforts and answer questions.

- e. Newsletters – Both digital and physical newsletters to keep the community informed.
- f. Direct Mail – Letters and brochures to households explaining the changes.

5. Timeline

- a. *Phase 1 - Pre-announcement*
 - i. Internal meetings and planning.
 - ii. Develop Key Messages and FAQ.
 - iii. Identify key stakeholders and prepare communication materials.
- b. *Phase 2 – Announcement*
 - i. Official announcement via press release and website update of reorganization consideration.
 - ii. Social media posts and newsletters sent out.
 - iii. Joint Board Meetings and other public meetings as applicable.
- c. *Phase 3 - Engagement*
 - i. Hold public meetings.
 - ii. Ongoing social media engagement.
 - iii. Address concerns and feedback through various channels.
- d. *Phase 4 – Implementation*
 - i. Regular updates on reorganization process via website, social media, and newsletters.
 - ii. Continued public meetings to update and gather feedback.
 - iii. Monitor and address any issues promptly.

6. Feedback Mechanisms

- a. Surveys?
- b. Suggestion boxes?
- c. Direct Contact?

7. Crisis Management

- a. Prepare ready-to-use statements for potential issues or concerns.
- b. Designate a Rapid Response Team to handle any crises or urgent issues.
- c. Regularly monitor social media and other channels for emerging issues.

8. Evaluation

- a. Track engagement metrics such as website visits, social media interactions, and meeting attendance.
- b. Regularly analyze feedback from surveys and suggestion boxes.
- c. Adjust based on feedback and engagement metrics to improve communication efforts.

This communications plan ensures a structured approach to informing and engaging the public about the consolidation of the two water districts. By maintaining transparency and providing clear, consistent messages, the transition can be managed smoothly and effectively.

Agenda Item: 6

Date: July 10, 2024

Subject: Communications – Cost Share Agreement

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

Approve a Memorandum of Understanding for 50/50 shared costs associated with developing and implementing a Communications Plan.

Discussion:

At the June 5, 2024, Sacramento Suburban Water District (SSWD) and Del Paso Manor Water District (DPMWD) Joint Board meeting, the Directors of both districts directed staff to develop a draft Communications Plan.

The draft Communications Plan was included as an item in the Board packet, prior to this report.

If the respective Board of Directors of SSWD and DPMWD approve that Communications Plan, staff is recommending the cost of the effort to be split 50/50 between the two agencies through a Cost Share Agreement (Attachment 1), with SSWD being responsible for administering the agreement/invoices.

SSWD currently has a Professional Services Agreement (Agreement) with IN-Communications for its external communications effort. The subject Agreement can be amended to assist with the public outreach for the SSWD/DPMWD Combination Discussions.

Based on prior communication outreach efforts, In Communication’s drafted a Scope of Work for Public Engagement (Attachment 2) to outline estimated efforts. The estimated cost to conduct the subject outreach is estimated to not exceed \$51,185. Both DPMWD and SSWD will share the associated costs 50/50.

Fiscal Impact:

The estimated cost for the Public Outreach is not to exceed \$51,185, which will be split 50/50 between DPMWD and SSWD.

Attachment:

- 1 – Cost Share Agreement
- 2 – Scope of Work for Public Engagement Project

MEMORANDUM OF UNDERSTANDING REGARDING COMMUNICATIONS FOR COMBINATION BETWEEN SACRAMENTO SUBURBAN WATER DISTRICT AND DEL PASO MANOR WATER DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is entered into and made effective on this _____ day of _____, 2024, by and between the Sacramento Suburban Water District (SSWD) and Del Paso Manor Water District (DPMWD).

T E R M S

The above parties, in consideration of the mutual promises set forth in this Agreement, have reached the following understandings:

1. Consultant. SSWD has an existing Professional Services Agreement with IN Communications. SSWD and DPMWD mutually desire to utilize IN Communications for public outreach and communication pertaining to combination discussions between SSWD and DPMWD.
2. Funding Provisions. The estimated cost to complete the Public Outreach is estimated at \$51,185. DPMWD and SSWD will split the cost for Public Outreach on a 50/50 allocation. IN Communications fee schedule is attached as Exhibit 1. DPMWD’s failure to timely remit its share of the funding may result in excluding DPMWD from the Public Outreach or suspension or termination of the Combination Discussions at SSWD’s election.
3. Cost Accounting. IN Communications shall separately track the expenses associated with the public outreach and communication pertaining to Combination Discussions between SSWD and DPMWD. SSWD shall include a copy of this accounting with each invoice submitted to DPMWD for payment of its half share of such expenses.
4. Term. This Agreement shall terminate upon completion of the Combination Discussion and no later than December 31, 2023, unless extended by mutual written agreement of DPMWD and SSWD.
5. Dispute Resolution. If DPMWD and SSWD disagree on a specific issue, DPMWD and SSWD shall meet and confer and negotiate in good faith to resolve the issue. If DPMWD and SSWD are unable to resolve the specific issue in dispute after good faith negotiations, they shall agree to engage an outside mediator to attempt to resolve the disputed issue.
6. Consultant Payment Schedule. SSWD shall pay all costs incurred according to the schedule set forth in the Professional Services Agreement. SSWD shall forward all

invoices for DPMWD's half share of all such costs within 15 days of receipt. DPMWD shall promptly review the invoice and notify SSWD of any objections within 30 days of transmittal of the invoice by SSWD. If DPMWD has no objections, it shall pay the amount invoiced to SSWD.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Adam Coyan
General Manager
Del Paso Manor Water District

Daniel R. York
General Manager
Sacramento Suburban Water District



**Sacramento Suburban Water District and Del Paso Manor Water District
Combination Discussions
Scope of Work for Public Engagement Project: July 2024-June 2025
DRAFT—June 28, 2024**

This scope of work outlines the tasks and deliverables for a comprehensive communications and outreach project aimed at engaging the public in discussions about a potential combination between the Sacramento Suburban Water District (SSWD) and Del Paso Manor Water District (DPMWD). The project includes developing communications materials, managing stakeholder outreach, providing strategic advice, and supporting public meetings.

Communications Materials

We will develop a suite of communications materials to inform and engage the public combination discussions. These materials will be designed to provide clear, consistent, and comprehensive information about the process, benefits, and considerations of the combination.

Deliverables:

- Outreach Road Map: Develop a visual representation of the outreach process and key milestones.
- Key Messages: Craft core messages to help ensure consistent and accurate communication across all platforms.
- Fact Sheets and FAQs: Create documents addressing LAFCO actions, combination pros and cons, and other relevant topics.
- Website Content: Draft and provide text for SSWD and DPMWD websites to reflect the latest information and developments.
- Postcards: Design and print two postcards to inform the public about upcoming events and key information.

Stakeholder and Media Outreach

We will manage a comprehensive stakeholder database and conduct targeted outreach to ensure broad and inclusive participation from interested parties, including local electeds and influencers.

Deliverables:

- Stakeholder Database: Update the existing comprehensive list of stakeholders, including community groups, HOAs, and NAs.
- Influencer Tool Kits: Create and distribute tool kits to key influencers to help spread information and encourage participation.
- Outreach Letters: Draft and distribute letters to stakeholders inviting them to participate in the process and provide feedback.
- Press Releases: Draft and distribute press releases to local media and early-deadline publications to inform the public about key events and updates.
- Advertising Materials: Create digital and print advertisements for platforms such as Facebook and the Google Display Network.
- Public Comments Tracking: Continuously track and compile public comments received via email, social media, and other avenues.



Public Information Workshops

We will plan and support two public information workshops to gather input and answer questions from the community.

Deliverables:

- Workshop Planning: Develop detailed work plans and timelines for promoting and executing public workshops.
- PowerPoint Presentations: Develop and design presentations for delivery at workshops.
- Run of Show for Workshops: Develop a detailed schedule for public information workshops to ensure smooth execution.
- On-site Support: Provide on-site assistance during public workshops, including note-taking and facilitating discussions.
- Meeting Summaries: Draft summaries of public workshops, identifying major themes and compiling Q&A sections.

Strategic Advice, Program Coordination, and Meetings

We will provide ongoing strategic advice, coordinate the program, and facilitate meetings to help ensure the project stays on track and aligns with client direction.

Deliverables:

- Communications Meetings: Prepare for and facilitate regular touch base meetings with the project team.
- Support for Board Meetings: Provide materials and data for staff reports, and attend Board of Directors meetings, as needed, to hear feedback and provide updates.

BUDGET TOTAL

TITLE	ESTIMATE
Project manager/principal(s)	\$45,500
Graphic designer	\$4,185
Direct costs: Digital or print advertising	\$1,500
TOTAL TASK AMOUNT	\$51,185

FEE SCHEDULE

Annual increase: 5% or the national Consumer Price Index, whichever is higher, on January 1 of each year.

Title	Personnel	Rate/Hour 2024
Program Manager(s)	Christine Kohn Bruce Hartzell Michelle Smira	\$182
Multimedia Team	Chris Guzman Paul Young	\$164



Graphic Designer/Photographer	Meredith Carty Owen Crosby	\$135
Project Coordinator	Chris Perry Cass Jeffrey	\$112

Agenda Item: 7

Date: July 10, 2024

Subject: Governance – Final Number of Board of Directors

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

No action. Receive staff presentation and direct staff as appropriate.

Background:

Since 2019, Sacramento Suburban Water District (SSWD) and Del Paso Manor Water District (DPMWD) have been in various discussions to combine the two districts, as well as SSWD operating DPMWD’s water system by way of a Mutual Aid Agreement and an Operational Services Agreement. However, at the May 22, 2023, Joint Board meeting, the DPMWD Board of Directors made the decision to move forward with their Proposition 218 process in an attempt to remain independent.

On April 10, 2024, the Sacramento Local Agency Formation Commission (LAFCo), provided a Public Notice informing the public that LAFCo scheduled a Public Hearing on May 1, 2024, for the purpose of adopting an addendum to DPMWD’s Municipal Services Review and adopt a Resolution of Intent to Initiate Dissolution of DPMWD.

On April 16, 2024, DPMWD held a Special Board meeting to discuss LAFCo’s intent mentioned above. One of the options stated was to re-initiate discussions with SSWD. The DPMWD Board of Directors voted to initiate discussions with SSWD by a 3-1 vote. On May 1, 2024, LAFCo approved adopting an addendum to DPMWD’s Municipal Services Review and adopt a Resolution of Intent to Initiate Dissolution of DPMWD. The vote was 7-0 on both items.

If SSWD and DPMWD choose to continue the path of combining the two agencies, a list of necessary tasks needs to be developed including making a decision on the final number of Board of Directors of the combined District.

Discussion:

The initial Board of Directors of the combined district may have eleven members, composed of the members of the current Board of Directors of DPMWD and SSWD. The eleventh Director seat may remain vacant. For voting purposes, to ensure there is an odd number of Directors for the combined district, in the interim, a Director could voluntarily resign from the Board of Directors. Currently on the DPMWD Board, there are only 4 seats filled, with one vacant, which could assist with ensuring an odd number of Directors.

The ultimate size of the Board by statute is 5 members, but can be larger, however, based on the size of DPMWD (one square mile of service area) it is very difficult to have a larger number than 5 Board members. If the Board chooses 5 members, terms of the office of Board members shall

be the same term of office that they were serving as of the effective date of the combination. The number of seats on the Board of Directors of the combined district shall be reduced for the general district election scheduled for November 2024. Below are the current terms of the Board members of the respective districts:

DPMWD Board of Directors

Carl Dolk: 2022–2024

Robert Matteoli: 2020–2024

Gwynne Pratt: 2022–2026

David Ross: 2022–2026

Vacant

SSWD Board of Directors

Jay Boatwright: 2022-2024

Dave Jones: 2020-2024

Craig Locke: 2022-2026

Kevin Thomas: 2022-2026

Robert Wichert: 2022-2026

Election Boundaries – To transition down to the approved number of Directors, a new division map will be developed and approved by the Board of Directors of the combined district. Following approval of the combined district, a proposed voting division map must be developed depicting the recommended adjustments to the voting divisions for consideration by the Board of Directors, and for comment by the public. The population deviation (greatest relative difference in size between any two voting divisions) in the proposed voting divisions must be within the 10 percent deviation permitted under federal and state voting rights law. The combined district must consider when adjusting voting division boundaries, the following factors: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of divisions, and (4) community of interests of each division.

In addition, the proposed division map must be presented at two separate Special Board meetings for the purpose of holding Public Hearings.

As advised by legal counsel, staff must consult with the Sacramento County Registrar of Voters' office to review the draft proposed voting division map to ensure the draft proposed voting division map is acceptable and in compliance with federal and state voting rights and election laws.

Options for Advisory Committees – In the event a Board member wishes to voluntarily resign from the Board of Directors to ensure there is an odd number of Directors, or a Board member does not get elected to the combined district, there could be options for the Board member to continue their community service. The Board of Directors of the combined district can implement opportunities to allow participation on appropriate advisory committees that would enable them to remain involved with their communities.

Agenda Item: 8

Date: July 10, 2024

Subject: Water Rate Comparison Analysis

Staff Contact: Jeff Ott, Director of Finance and Administration

Recommended Board Action:

No action. Information only.

Discussion:

At the June 5, 2024, Joint Board Meeting, staff was directed to update the previous water rate comparison between Del Paso Manor Water District (DPMWD) and Sacramento Suburban Water District (SSWD) that was prepared in October of 2022. Staff have updated the analysis of the current water rates for DPMWD (as of the 11/1/2023) and SSWD.

DPMWD bills flat rate residential accounts bimonthly and non-residential accounts monthly. SSWD billing uses specific parcel sizes for flat rate billing and specific connection and meter sizes. As the two District's rates are dissimilar, several assumptions had to be made for comparison of SSWD rates against DPMWD accounts. Connection sizes are not available for most DPMWD accounts, therefore, assumptions will have to be made based on rate descriptions used and other related data. The assumptions are as follows:

Assumptions:

1. DPMWD's primary Capital Improvement Program (CIP) rate code is "MA". This rate code is for all connections up to 1" and is the primary rate charged against residential accounts. This analysis assumes that these flat rate accounts (1,602) will be charged at a ¾" SSWD connection rate.
2. DPMWD's duplex CIP rate code is "ME". This rate code is for all duplex accounts (78) and assumes a 1" service size and will be charged at a 1" SSWD connection rate. There is no parcel size description for duplex rates (codes FG, FH, FI and FW) as there is for single family residential. As indicated below, 9,000 square feet will be used for duplex lot size for usage calculations.
3. There are a few 1-1/4" connections at DPMWD and will be charged at a 1" SSWD connection rate as SSWD does not have a 1-1/4" rate.
4. DPMWD has 19 special residential rates that affect 20 accounts. Service line size will be inferred from the related CIP Rate assigned to the account.
5. Flat rate residential rates utilize lot size ranges (0 – 5,000; 5,001 – 8,000; 8,001 – 11,000, etc). SSWDS bills flat rate usage based on actual lot size. For the analysis, the midpoint of the range will be used for the calculation except for the 0 – 5,000 range which will utilize 4,500. Utilizing SSWD's GIS, the average duplex parcel size in DPMWD is approximately 9,000 square feet. The duplex usage charge will assume a 9,000 square foot parcel.

SSWD as of January 1, 2024, no longer has any flat rate accounts and will not have flat account rates going forward. The following tables break down the total rate charged for each customer category. The rates include all water charges for the customer category.

Water Rate Comparison Analysis

July 10, 2024

Page 2 of 3

Residential Flat Rates:

DPMWD Rate	DPMWD	SSWD	\$ Difference	% Difference
0 ft to 5000 ft RES	\$ 66.83	\$ 62.48	\$ -4.36	\$ -6.5%
5001 ft to 8000 ft RES	77.61	67.82	-9.80	-12.6%
8001 ft to 11,000 ft RES	87.22	75.83	-11.40	-13.1%
11,001 ft to 14,000 ft RES	96.83	83.84	-13.00	-13.4%
14,001 ft to 17,000 ft RES	106.44	91.85	-14.60	-13.7%
17,001 ft to 20,000 ft RES	116.13	99.86	-16.28	-14.0%

The residential flat SSWD amounts include the \$2.67 per 1000 square foot charge based on assumption 5 above.

Residential Flat Special Rates:

DPMWD Rate	DPMWD	SSWD	\$ Difference	% Difference
SA: spec. (1")	\$ 151.44	\$ 135.36	\$ -16.08	-10.6%
SB: spec. (1-1/2")	191.86	257.23	65.38	34.1%
SD: spec. (1")	157.86	141.18	-16.68	-10.6%
SE: spec. (1-1/2")	175.81	244.44	68.63	39.0%
SF: spec. (1")	161.07	142.34	-18.73	-11.6%
SG: spec. (1")	161.07	142.34	-18.73	-11.6%
SH: spec. (2")	203.38	340.57	137.19	67.5%
SI: spec. (1-1/2")	185.44	251.42	65.98	35.6%
SJ: spec. (1")	170.70	149.32	-21.38	-12.5%
SK: spec. (1")	180.33	159.79	-20.54	-11.4%
SL: spec. (2")	222.64	358.02	135.38	60.8%
SM: spec. (1" + 1-1/4")	257.95	224.43	-33.52	-13.0%
SN: spec. (1")	189.96	166.77	-23.19	-12.2%
SO: spec. (1-1/2")	326.68	368.89	42.21	12.9%
SP: spec. (2")	235.48	369.65	134.17	57.0%
SQ: spec. (1")	311.94	259.81	-52.13	-16.7%
SR: spec. (1")	331.20	283.07	-48.13	-14.5%
SS: spec. (2")	331.78	447.57	115.79	34.9%
SU: spec. (1")	170.70	150.48	-20.22	-11.8%

The residential flat special rate are large lots (32,000 – 87,000 Sq Ft) on Winding Creek Rd and Fox Hollow Ln.

Water Rate Comparison Analysis

July 10, 2024

Page 3 of 3

Duplex Flat Rates (9,000sf lot size):

DPMWD Rate	DPMWD	SSWD	\$ Difference	% Difference
duplex A	\$ 134.30	\$ 102.66	\$ -31.64	-23.6%
duplex B	143.98	102.66	-41.32	-28.7%
duplex C	153.59	102.66	-50.93	-33.2%
duplex B + 1" bootleg	238.90	217.32	-21.58	-9.0%
duplex B & 1 1/4" sprinkler	330.45	217.32	-113.13	-34.2%

The duplex flat SSWD amounts include the \$2.67 per 1000 square foot charge based on assumption 5 above.

Commercial Flat Rates:

DPMWD Rate	DPMWD	SSWD	\$ Difference	% Difference
commercial 3/4" x 5/8"	\$ 93.58	\$ 50.46	\$ -43.12	-46.1%
commercial 1"	120.47	78.63	-41.84	-34.7%
commercial 5" + 1 - 2" + 8" fire				

The commercial flat rate SSWD amounts do not include the \$2.67 per 1000 square foot charge as the lot sizes are unknown.

Metered Rates:

DPMWD Rate	DPMWD	SSWD	\$ Difference	% Difference
5/8" meter	\$ 46.46	\$ 36.38	\$ -10.08	-21.7%
3/4" meter	-	50.46	-	-
1" meter	81.64	78.63	-3.01	-3.7%
1 1/2" meter	163.28	149.07	-14.21	-8.7%
2" meter	261.22	233.57	-27.65	-10.6%
3" meter	489.84	458.95	-30.89	-6.3%
4" meter	816.40	712.49	-103.91	-12.7%
6" meter	1,632.80	1,416.77	-216.03	-13.2%
Meter Usage Rate	2.15	1.52	-0.63	-29.3%

Fire Services:

DPMWD Rate	DPMWD	SSWD	\$ Difference	% Difference
4" fire protection	\$ 123.04	\$ 48.45	\$ -74.59	-60.6%
6" fire protection	246.08	96.41	-149.67	-60.8%
8" fire protection	393.69	170.55	-223.14	-56.7%
10" fire protection	565.96	266.45	-299.51	-52.9%

Agenda Item: 9

Date: July 10, 2024

Subject: Condition Assessment

Staff Contact: Adam Coyan, DPMWD General Manager
Dan York, SSWD General Manager

Recommended Board Action:

No action. Receive staff presentation on the condition of Del Paso Manor Water District's water system.

Discussion:

Staff will provide an update on the current condition of Del Paso Manor Water District's infrastructure related to groundwater wells and distribution system.

Attachment

1. Del Paso Manor Water District Wells Condition Assessment – June 2024
2. Del Paso Manor Water District Distribution Condition Assessment - June 2024
3. Del Paso Manor Water District Distribution System Map

**Del Paso Manor Water District Groundwater
Source Condition Assessment**

Sources	Status	Permit	Capacity	Age	Comments
Well 2	Offline		0	76	Rehab has been stopped until the project has been reevaluated. The pressure tank has been removed and the well has been capped.
Well 3	Offline	Standby	0	75	The permitted Use is Standby: 1,2,3 TCP MCL Exceeded. The well can be rehabbed with filters that the District cannot afford. NOW OFF-NOT USED into system for 7 years. The pressure tank has been drained.
Well 4	Online	Active	457	73	The concrete pad and pressure tank mounts are cracked and need to be fixed. Instead of fixing the concrete it would be advisable to install a VFD. Currently the well is only operated in either on or off.
Well 5	Online	Active	450	69	The well was built with a short pedestal which is 5" tall; this should be raised during the next well rehabilitation to meet Water Well Standards. There is a pressure tank and is only operated with on/off controls.
Well 6B	Online	Active	100-1,100	10	Primary well with a standby generator. Used during low winter demands (down to 100 gpm). It has Aqua Sierra controls for SCADA.
Well 7	Online	Active	675	68	The well is currently in an OSHA confined space and is only operated during emergencies with limited run time due to chlorine storage onsite.
Well 8	Offline	Standby	0	47	Permitted Use is Standby: PCE MCL Exceeded NOW OFF-NOT USED into system for at least 5 years. Can be rehabbed with filters that District cannot afford.
Well 9	Online	Active	200-1500	13	Primary well. There is a new Generator in process with an estimate of October to November for installation. Tesco controls are used for SCADA.

Attachment 1

Total Active Capacity	4,182
Maximum Daily Demand (MDD)	2,325*
Peak Hourly Demand (PHD)	3,488*

* MDD and PHD is from the 2024 SWRCB Sanitary Survey

NOTE: The DPMWD and City of Sacramento have an existing agreement from 1968 for the City of Sacramento to transfer up to 2,460 acre-feet annually of surface water to DPMWD. However, there is currently no infrastructure in place for delivery of this water to DPMWD.

Summary of Emergency Interties With SSWD

Interties	Status	Size	Capacity*	Comments
Annette	Active	8	1090	Automatic Pressure Valve
Bacerra	Active	8	1090	Automatic Pressure Valve
Watt	Active	10	1700	Automatic Pressure Valve

*Capacity is estimated with an average flow speed of 7 ft./sec.

Del Paso Manor Water District Distribution Condition Assessment Analysis

Del Paso Manor Water District Distribution System						
Area	Total Length	Material	AGE	Length of Material	Pipe Diameter	Length of Diameter
1	27,735	ACP	75	1,577	4	3,955
		DIP	27	2,387	6	17,573
		ODS	75	22,650	8	4,948
		PVC	12	1,121	10	1,259
2	24,162	ACP	74	20,029	4	5,301
		DIP	74	4,134	6	15,694
					8	3,076
					10	91
3	22,761	ACP	71	12,760	6	6,914
		DIP	71	5,016	8	5,730
		ODS	77	1,341	10	6,644
		PVC	12	3,644	12	3,473
4	21,288	ACP	71	19,844	4	1,317
		DIP	71	459	6	16,016
		PVC	12	985	8	3,955
5	30,305	ACP	71	28,239	4	5,503
		DIP	71	2,066	6	17,422
					8	7,380
1B	3,980	DIP	14	3,980	10	950
					12	3,030

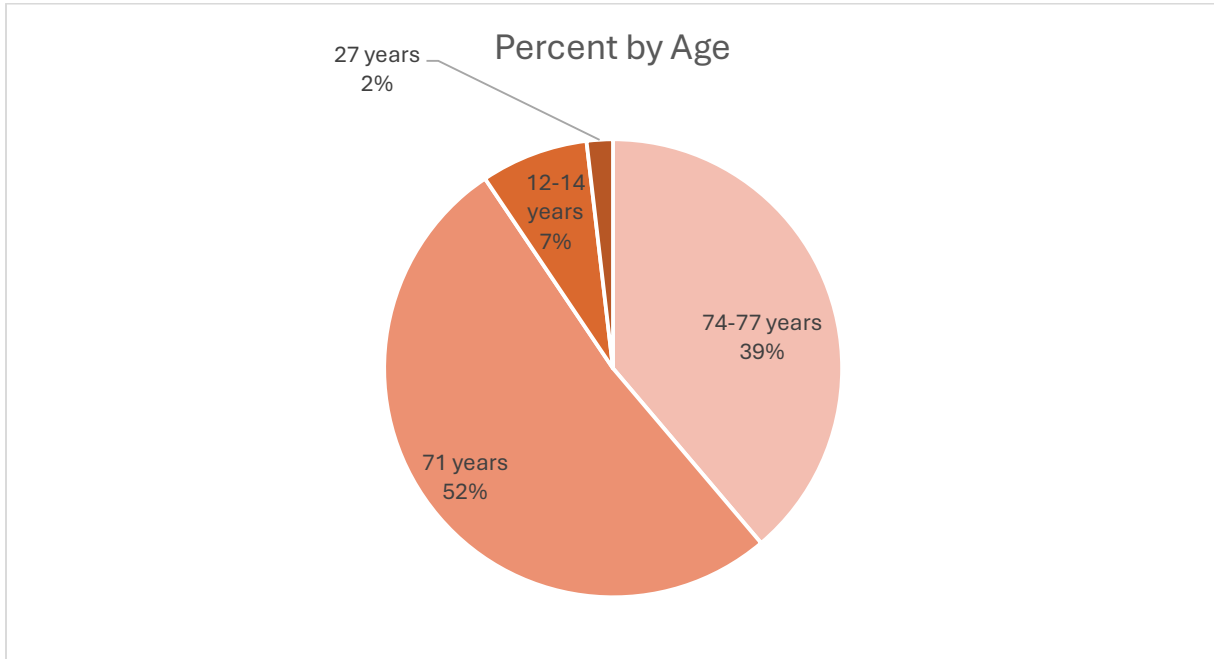
ACP= Cement Asbestos
DIP= Ductile Iron
ODS= Steel
PVC= Polyvinyl Chloride

The District's distribution system currently has four different materials cement asbestos, ductile iron, steel and polyvinyl chloride. The ductile iron and PVC pipe is the youngest in the system at twelve and fourteen years old. The newer pipe is in area 1B and area 1.

Area	DPMWD Ranking	SSWD Ranking	Pipe Length
1	1	1	27,735
3	2	29	22,761
5	3	38	30,305
2	4	61	24,162
5	5	74	21,288
1B	6	186	3,980

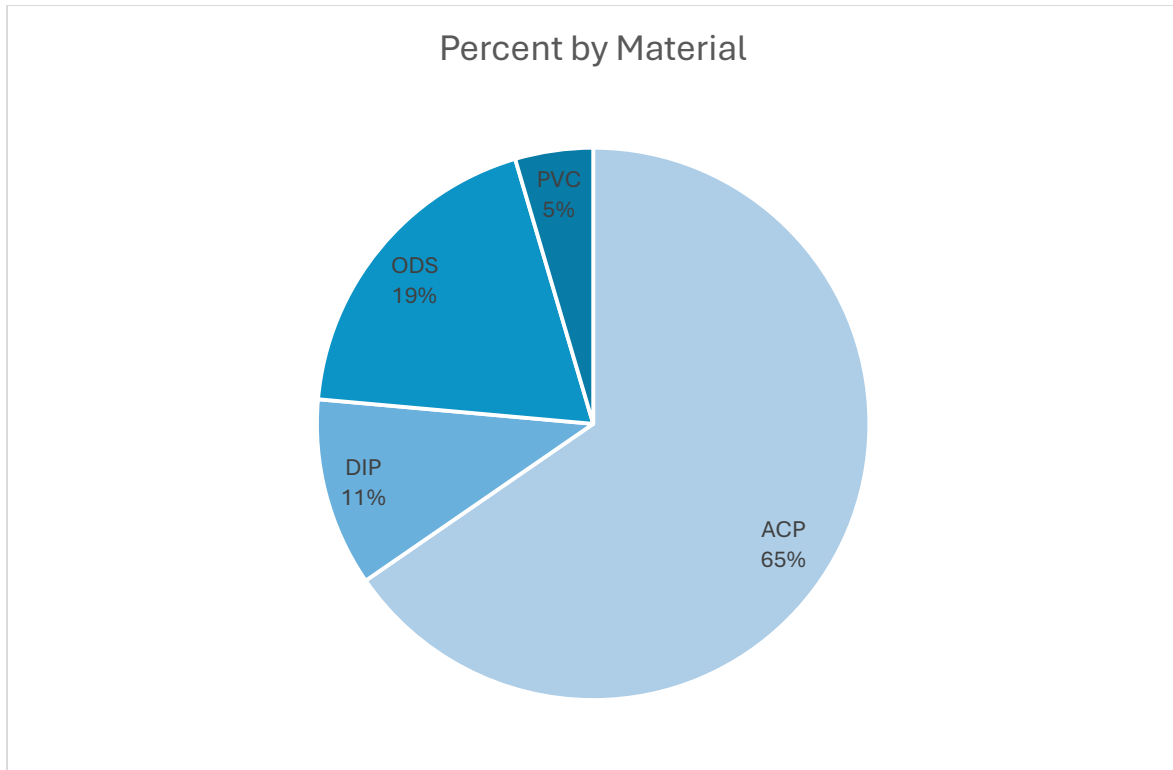
The box to the left is where DPMWD would rank in SSWD's system for pipeline replacement. This analysis was completed utilizing the SSWD standards and metrics for pipeline evaluation and was part of the Forsgren Technical Memorandum for the Distribution System Risk Assessment.

Attachment 2



In the above pie chart, it is easy to see that 91% of DPMWD's distribution system is over seventy years old. The average life expectancy of cement asbestos pipe is 50-70 years (Safe Drinking Water Foundation, 2024). Currently we have 15.6 miles of cement asbestos pipe that is past the average life expectancy of this material. There is 4.5 miles of steel pipe that is past its life expectancy as well. The two remaining types of pipes that are in the system are ductile iron and PVC, both materials have a life expectancy that is over one hundred years.

Attachment 2



Currently 84% of the DPMWD distribution system is past the average expected lifespan of the materials used in the distribution system.

There are currently 228 mainline valves in the system that are over seventy years old with a 35-40 year life expectancy (California State Water Resource Control Boards, 2024). Also, there are 200 fire hydrants in the system that are over seventy years old with a service life expectancy of 40-60 years.

On June 26th, 2024 the field crew while working on a leak at a warf hydrant that had been installed on cement asbestos piping found lead that was used to seal the joint. This has been reported to the Satet Water Resource Control Board. At this time we do not know the extent of the problem. We have 74-84 warf hydrants that have been insalled on cememnt asbestos pipe.

Attachment 2

References

Safe Drinking Water Foundation. (2024, June 27) Asbestos in Water and Asbestos Cement Water Pipes. Retrieved from:

[https://www.safewater.org/fact-sheets-1/2017/1/18/asbestos-in-water-and-asbestos-cement-water-pipes#:~:text=The%20life%20of%20the%20pipe%20can%20be,States%20Environmental%20Protection%20Agency%20\(EPA\)%20says%20asbestos](https://www.safewater.org/fact-sheets-1/2017/1/18/asbestos-in-water-and-asbestos-cement-water-pipes#:~:text=The%20life%20of%20the%20pipe%20can%20be,States%20Environmental%20Protection%20Agency%20(EPA)%20says%20asbestos)

State Water Resource Control Board. (2024, June 27) Resources and Links. Typical Equipment Life Expectancy. Retrieved from:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/tmfplanningandreports/Typical_life.pdf

C:\Users\matt\OneDrive - Forsgren Associates\Desktop\Projects\Del Paso Manor Water District\Risk Assessment\DPMWD Map Figure 1.dwg - 11/26/2022 3:46 PM

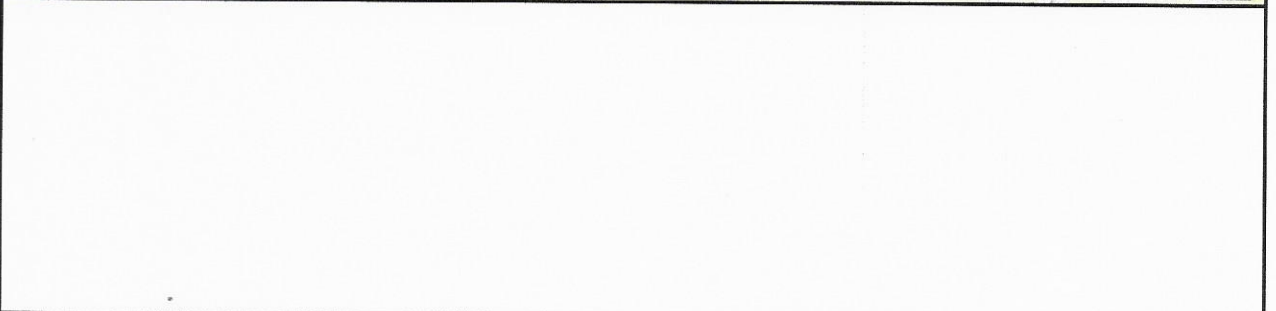
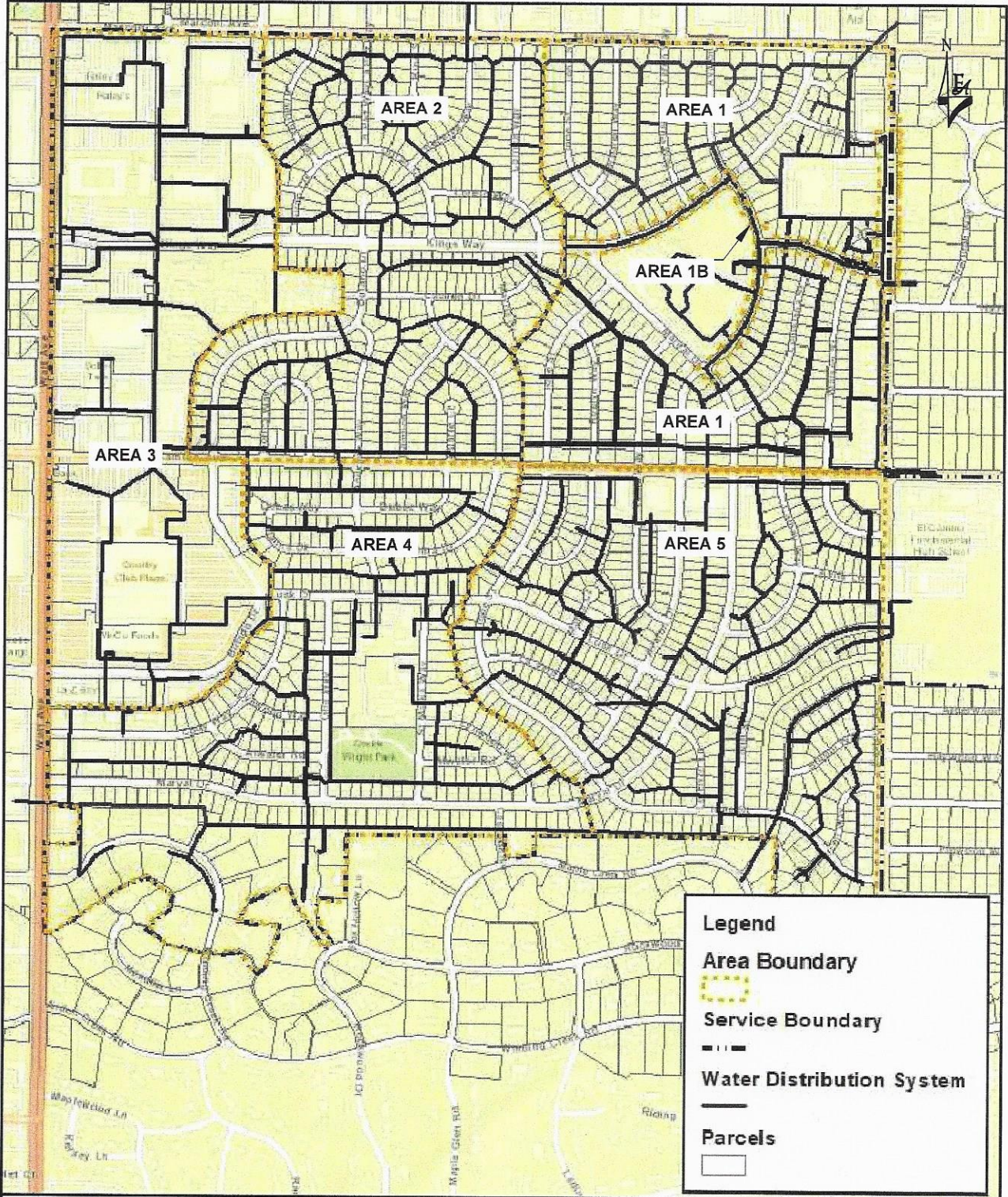
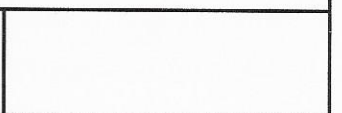


FIGURE 1: RISK ASSESSMENT AREAS
 DISTRIBUTION SYSTEM RISK ASSESSMENT



Agenda Item: 10

Date: July 10, 2024

Subject: Contract Services Agreement Between Sacramento Suburban Water District and Del Paso Manor Water District for Operations Assistance

Staff Contact: Dan York, SSWD General Manager
Adam Coyan, DPMWD General Manager

Recommended Board Action:

Approve a Contract Services Agreement between Sacramento Suburban Water District and Del Paso Manor Water District for Operations Assistance, pending final legal review.

Discussion:

On July 1, 2024, the Sacramento Suburban Water District (SSWD) General Manager received an email from Del Paso Manor Water District's (DPMWD) General Manager requesting to activate the Mutual Aid Agreement (MAA) between the two districts. The subject request was due to one of DPMWD's operators providing a notice of retirement. Per the MAA, it can be activated between the two General Manager's, with a report back to the respective Boards.

The existing MAA between SSWD and DPMWD is intended for emergency purposes. The upcoming staffing issue does not fit within the parameters set forth in the MAA, it actually warrants a Contract Services Agreement, similar to what was approved in January 2020 when DPMWD experienced similar staffing issues. Therefore, staff is requesting approval of a Contract Services Agreement, effective August 1, 2024.

Fiscal Impact:

Costs incurred and labor support services will be reimbursed by DPMWD, so there will be no cost impact to SSWD.

Attachment:

1 - Contract Services Agreement Between Sacramento Suburban Water District and Del Paso Manor Water District for Operations Assistance

**CONTRACT SERVICES AGREEMENT BETWEEN SACRAMENTO SUBURBAN
WATER DISTRICT AND DEL PASO MANOR WATER DISTRICT FOR
OPERATIONS ASSISTANCE**

This Agreement is entered into as of August 1, 2024, by and between Sacramento Suburban Water District, a County Water District formed and existing under California Water Code § 30000 *et seq.* (hereinafter “SSWD”), and Del Paso Manor Water District, a County Water District formed and existing under California Water Code § 30000 *et seq.* (hereinafter “DPMWD”). SSWD and DPMWD may sometimes be referred to individually as “Party” or together as “Parties” throughout this Agreement.

RECITALS

WHEREAS, SSWD, under its permit with the State of California State Water Resources Control Board, Division of Drinking Water, is a public agency providing domestic drinking water to residential and commercial customers within its boundaries located in the County of Sacramento;

WHEREAS, DPMWD, under its permit with the State of California State Water Resources Control Board, Division of Drinking Water, is a public agency providing domestic drinking water to residential and commercial customers within its boundaries located in the County of Sacramento;

WHEREAS, the entirety of the DPMWD service area is inside of and contiguous with the SSWD service area;

WHEREAS, the Parties are participants in and parties to that certain “Mutual Aid and Assistance Agreement Between Del Paso Manor Water District and Sacramento Suburban Water District”, dated as of January 11, 2011 (the “Mutual Aid Agreement”);

WHEREAS, the Parties maintain interconnections between their respective water systems to enable groundwater and surface water deliveries (where permissible) to each other in the event of an emergency;

WHEREAS, the Mutual Aid Agreement sets forth additional resources, including personnel and equipment, which one Party may deploy to assist the other in the event of an emergency, including the criteria therefore and mechanisms for reimbursement;

WHEREAS, DPMWD requested assistance from SSWD under the Mutual Aid Agreement in July 2024, whereby SSWD will provide field personnel to assist DPMWD during a staff shortage to ensure adequate, certified field maintenance support in the DPMWD service area in order for DPMWD to remain in compliance with applicable Division of Drinking Water regulations and the terms of its permit, and otherwise protect the public health and safety of customers within the DPMWD service area; and

WHEREAS, the Parties desire that DPMWD contract with SSWD for maintenance and support services on an as-needed basis under non-emergency conditions, based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between SSWD and DPMWD as follows:

1. Recitals

The Recitals herein are expressly made part of this Agreement.

2. Contracted Services

SSWD agrees to provide the following services to DPMWD on a contract basis upon request: Field maintenance support, including on-call certified water treatment or distribution operator(s). Such services may include, but are not limited to, water service line repairs; customer service calls; well site operations; emergency repairs and maintenance support (the “Contracted Services”). Training and mentoring services relevant to water treatment or distribution operations that are provided to SSWD staff will be offered to DPMWD staff.

3. Control and Record Keeping

Field personnel provided by SSWD shall remain under the supervision and control of SSWD, and shall perform such tasks as requested or directed by DPMWD. SSWD shall designate a supervising employee to oversee the performance of any Contracted Services pursuant to this Agreement, and shall otherwise keep accurate records of the work performed, including the preparation of all time sheets for billing purposes.

4. Status

Unless otherwise provided by law, SSWD’s officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in its own jurisdiction while performing Contracted Services within the DPMWD service area.

5. Licenses and Permits

To the extent permitted by law, SSWD personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the performance of any Contracted Services requested by DPMWD under this Agreement.

6. SSWD Discretion Regarding Availability of Personnel

SSWD retains the right to commit or withdraw some or all of its resources at any time for any reason in SSWD’s sole and absolute discretion. SSWD shall have the sole and exclusive discretion to determine availability of personnel and resources requested by DPMWD. SSWD shall make a reasonable attempt to provide DPMWD with 24 hours’ notice of withdrawal of resources and personnel.

7. Personnel

SSWD shall be paid by DPMWD for personnel costs incurred for work performed. Time incurred will be charged at a minimum of 15 minutes and will be rounded up to the next 15-minute increment. DPWMD will be billed overtime for the time SSWD staff spends working outside of normal work hours, which includes time spent working for DPWMD and time spent working on tasks that were delayed when helping DPWMD during normal work hours. SSWD personnel costs shall be calculated according to the most current pricing and in compliance to the terms provided in its employment contracts or other conditions of employment. SSWD's designated supervisor(s) must keep accurate records of work performed by personnel. Payment for services rendered shall consist of all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

8. Equipment

DPMWD shall reimburse SSWD for the use of equipment during the performance of services, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. Applicable rates for equipment used during the performance of Contracted Services are listed on the attached Schedule 1.

9. Materials and Supplies

DPMWD shall reimburse SSWD in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. SSWD will not charge direct fees or rental charges to DPMWD for other supplies and reusable items that are returned to SSWD in a clean, damage-free condition. Reusable supplies that are returned to SSWD with damage must be treated as expendable supplies for purposes of cost reimbursement.

10. Payment Period

SSWD shall provide an itemized invoice to DPMWD for all costs associated with providing Contracted Services. Invoices shall be submitted on a monthly basis for Contracted Services provided during the previous month. DPMWD shall render payment in full of all undisputed invoices by the thirtieth day of the following month.

11. Records

Each Party and its duly authorized representatives shall have access to the other Party's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

12. Term

This Agreement shall take effect on August 1, 2024, and terminate on December 31, 2024, unless extended upon mutual written agreement of the Parties. Upon termination, SSWD shall be

compensated for all work performed to the date of termination as calculated by SSWD based on the above payment provisions.

13. Insurance

Each Party is a member of ACWA-JPIA and has sufficient coverage under the pool's memorandum of coverage to cover all risks that may occur under this Agreement. Each Party shall maintain such coverage in good standing at its sole cost. Each Party shall name the other Party, its officers, agents, and employees as additional insureds on all insurance policies, except its worker's compensation policy, for activities undertaken pursuant to this Agreement.

14. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party and its Directors, officers, employees, representatives, and agents from and against any and all actions, claims, costs, damages, demands (including reasonable outside attorneys' fees), liability, losses, obligations, penalties, suits in law or in equity which are made by a third party to the extent arising out of the Party's negligence or willful misconduct in performing any work or taking any actions authorized by or related to this Agreement.

15. Miscellaneous

15.1 Entire Agreement

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties relating to subject matter hereof.

15.2 Waiver

No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

15.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15.4 Severability

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished.

15.5 Amendments

All amendments to this Agreement shall be in writing and, if approved, must be signed by all Parties.

15.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Legal Action

In addition to any other rights and remedies, either Party may institute legal action to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.

17. Authority to Execute Agreement

The person or persons executing this Agreement on behalf of SSWD and DPMWD warrant and represent that they have the authority to execute this Agreement and the authority to bind SSWD or DPMWD, as appropriate, to the performance of its obligations hereunder.

18. Consent

Where consent or approval of a Party hereto is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

19. Assignment

This Agreement and all rights and obligations under it are personal to the Parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

20. Interpretation of Agreement

All Parties hereto have been represented by legal counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

21. No Joint Venture or Partnership

SSWD and DPMWD hereby renounce the existence of any form of joint venture, partnership or other association between them, and agree that nothing in this Agreement or in any

document executed in conjunction with this Agreement shall be construed as creating any such relationship between the Parties.

22. Partial Invalidity Due to Governmental Action

In the event that State or Federal laws or regulations enacted after the effective date of this Agreement, or formal action of any governmental jurisdiction other than SSWD or DPMWD, prevent compliance with one or more provisions of this Agreement, the Parties agree that the provisions of this Agreement shall be modified or suspended only to the minimum extent necessary to comply with such laws or regulations.

23. Further Actions and Instruments

The Parties agree to provide reasonable assistance to each other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

24. No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right or action based upon any provision of this Agreement.

25. Venue

Any action arising out of this Agreement shall be brought in the Superior Court of Sacramento County, California, regardless of where else venue may lie.

26. Time is of the Essence

Time is of the essence of each and every provision of this Agreement.

27. Notices

All notices required or provided under this Agreement shall be in writing and shall be sent by (i) U.S. mail first class postage prepaid with return receipt requested, (ii) by overnight courier or hand delivery, or (iii) by facsimile with original forwarded by U.S. mail, addressed as follows, with any email copies provided to the email addresses below:

Notice to SSWD:	Sacramento Suburban Water District Attention: General Manager 3701 Marconi Avenue Sacramento, CA 95821 Telephone: (916) 972-7171
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Notice to DPMWD: Del Paso Manor Water District
Attention: General Manager
1817 Maryal Drive, #300
Sacramento, CA 95864
Telephone: (916) 487-0419

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

“SSWD”

SACRAMENTO SUBURBAN WATER DISTRICT

By: _____
Dan York
General Manager

ATTEST:

By: _____
Matt Underwood
Assistant General Manager

“DPMWD”

DEL PASO MANOR WATER DISTRICT

By: _____
Adam Coyan
General Manager

ATTEST:

By: _____
DPMWD Secretary

SCHEDULE 1

SSWD LABOR AND EQUIPMENT RATES (2024)

Labor Rates:

Position	Exempt Status	Billing Rate	OT Billing Rate
GM	Exempt	189.00	189.00
AGM	Exempt	161.00	161.00
Exec Assistant	Exempt	92.00	92.00
HR	Exempt	112.00	112.00
Technician/Specialist	Non-exempt	63.00	84.00
Finance Director	Exempt	139.00	139.00
Controller	Exempt	126.00	126.00
Financial Accountant	Exempt	80.00	80.00
Financial Accountant	Non-exempt	67.00	88.00
Manager Level	Exempt	118.00	118.00
Admin II	Non-exempt	62.00	80.00
Admin I	Non-exempt	43.00	57.00
Technician/Specialist	Non-exempt	71.00	95.00
Engineer Manager	Exempt	125.00	125.00
Engineer II	Exempt	104.00	104.00
Engineer I	Non-exempt	73.00	100.00
Technician/Specialist	Non-exempt	75.00	97.00
Superintendent	Exempt	112.00	112.00
Foreman Level	Non-exempt	94.00	123.00
Field Operator Coordinator	Non-exempt	79.00	104.00
Field Operator II	Non-exempt	73.00	96.00
Field Operator I	Non-exempt	56.00	74.00

Equipment Rates

Equip #	DESCRIPTION	Hourly Rate
Heavy Equipment		
120	Backhoe 310D 4x4 John Deere	\$ 41.91
126	Takeuchi Mini Backhoe TB015 (Southside Rentals \$230 per day)	\$ 19.16
137	Takeuchi TB108 (Milford Rental Center \$250 per day)	\$ 20.83
123	Takeuchi TB108 (Milford Rental Center \$250 per day)	\$ 20.83
91	John Deere #310C Turbo backhoe/loader	\$ 37.28
92	John Deere #310SG backhoe/loader	\$ 44.39
93	John Deer 30G Compact Excavtor with HH40C Hydraulic Hammer	\$ 33.58
Generators		
105	Honda Portable Generator #EB300	\$ 1.07
29	Honda Portable Generator #EB3000c	\$ 1.07
25	EU2000i Honda Generator	\$ 1.07
26	EU2000i Honda Generator	\$ 1.07
27	EU2000i Honda Generator	\$ 1.07
30	EU2000i Honda Generator	\$ 1.07
31	EU2000i Honda Generator	\$ 1.07
32	EU2000i Honda Generator	\$ 1.07
33	EU2000i Honda Generator	\$ 1.07
Compressors		
87	Ingersoll-Rand 185 Compressor	\$ 36.28
88	LeRoi compressor (Located on Truck #30)	\$ 36.28
89	Ingersoll-Rand Air Compressor 124750U81923	\$ 36.28
Trailers		
109	Trail King Trailer Model#TKT24-2400	\$ 5.95
110	Trail King Trailer Model #TKT24-2400	\$ 5.95
169	Carson Trailer - Flat bed trailer HD162	\$ 0.83
114	Butler Trailer 96-6377 (for Takeuchi Mini Backhoe)	\$ 0.83
33A	Utility Carson Trailer - 2 Axel	\$ 0.83
111	Wanco Traffic Director Trailer #WT1SB8-SAC Solar Panel #1584 & 1592	\$ 3.47
112	SolarTech 25 LED Advance Warning Arrow Panel - 0080259-66-0308	\$ 3.47
113	Multiquip Towable Light Tower #LT12D S/N#906137	\$ 8.66
115	Multiquip Towable Light Tower #LT12D S/N#906145	\$ 8.66
119	FX20 Ditch Witch Vacuum Trailer (Could not find rental cost)	
121	7'x12' single axle trailer - Utility Traffic Control (UTC) Trailer	\$ 53.98
168	82"x14' TA10,000 Carson Utility Trailer	\$ 0.83
148	4x6 L/W trailer with ramp and drop jack rear (Production)	\$ 0.83
149	4x6 L/W trailer with ramp and drop jack rear (Production)	\$ 0.83

156	77x20 TA utility trailer	\$ 0.83
158	Miller Constant Current AC/DC Welder Power Gen. Set. AEAD-200LE	\$ 6.19
159	Ditch Witch FX60 Vacuum System (Rental Fee \$400 per day)	\$ 50.00
167	HD162 Carson Trailer 16'	\$ 0.83
147	5' x 8' Utility Trailer with 18" mesh sides and tool box	\$ 0.83
146	WACHS Valve Maint. Trailer Model 77-000-22 24 HP Kohler Engine GVW 7,000 s/n#09-1364	
122	1002-TL3-12TA-L Scorpion Trailer Attunuator	
108	Maxx Trailer 16'	\$ 0.83
162	FX65/800 Gallon Vacuum System (Rental Fee \$400 per day)	\$ 50.00
101	Charmac Utility Trailer - Chemical Trailer	\$ 0.83
102	Charmac Utility Trailer - Chemical Trailer	\$ 0.83
124	FT-12 IT-I Drop Deck Tilt Trailer	\$ 0.83
125	Charmac Trailer - Utility - 7' x 24'6"	\$ 0.83
127	Charmac Trailer - Utility - 7'x14	\$ 0.83
	Pumps	
210	Honda 3" Trash Pump	\$ 6.63
118	WB20X Pump	\$ 4.13
200	MQD206H 2" Diaphragm Water Pump	\$ 4.13
201	MQD206H Pump w/Honda GX120 4.0 Engine #GCAAT-1094735	\$ 4.13
202	GX120-QK2 Water Pump	\$ 4.13
203	Eclectic Vat Pump	\$ 4.13
204	Honda Deluxe Pump WD20X	\$ 4.13
206	MQD206H 2" Diaphragm Water Pump	\$ 4.13
207	MQD206H 2" Diaphragm Water Pump	\$ 4.13
208	MQD206H 2" Diaphragm Water Pump	\$ 4.13
209	MQD206H 2" Diaphragm Water Pump	\$ 4.13
212	MQD2H 2" Diaphragm Water Pump	\$ 4.13
	Tampers	
69	Whacker Rammer BS600	\$ 4.75
70	Bomag BT65/4 up-right rammer w/4 cycle Honda engine	\$ 4.75
71	Multiquip Inc Tamping Rammer Model #MT-85H	\$ 4.75
117	Wacker Model VPG160B	\$ 4.75
116	C.P. Backfill Tamper (powder puff air tamper) #CP-3	\$ 1.13
68	MQ Tamping Rammer Model MTX-60	\$ 4.05
	C.P.-1240 Backfill Tamper	\$ 1.13
	C.P.-12410 Backfill Tamper	\$ 1.13
	Cut Off/Chop Saws/Hydraulic Cutter	
180	Milwaukee Chop Saw	\$ 3.75
170	Mark II - Partner II K650-II cut off saw	\$ 3.75
171	Norton Clipper Concrete Saw Model #C119	\$ 3.75

172	Stihl TS400 Cut Off Saw	\$ 3.75
173	Hydraulic Pipe Cutter #P519	\$ 3.75
175	Stihl TS760 Cut Off Saw	\$ 3.75
176	Hasqvarna Cut-Off Saw #3120K	\$ 3.75
177	Hasqvarna Cut-Off Saw #371K	\$ 3.75
178	Stihl TS760AV Chop Saw	\$ 3.75
179	Hasqvarna Cut-Off Saw #375K 14"	\$ 3.75
181	#DPC7311 Makati Chop Saw	\$ 3.75
183	Husky K750-14 - 14" Chop Saw	\$ 3.75
184	K760 Husqvarna Chop Saw	\$ 3.75
185	ICS Concrete Chain Saw	\$ 3.75
	Misc. Tools	
129	Riding Sweeper	\$ 102.55
143	Electric Chipping Hammer 60#	\$ 0.32
	LeRoi jackhammer Model #52	\$ 1.13
403	Bosc 14 Amp. Demolition Hammer	\$ 0.32
404	Bosc 11222EVS Rotary Hammer Model Mdl# 0611230739	\$ 0.32
144	CR1240 Jackhammer - Made in Scotland	\$ 1.13
151	Millermatic Arc Welder 35	\$ 6.13
	Miller Blue Star 6000 Welder Stock #903585	\$ 6.13
163	QH2902 Jackhammer	\$ 1.13
132	Bosch #11316EVS Demo. Hammer	\$ 0.32
133	Bosch #11316EVS Demo. Hammer	\$ 0.32
134	Bosch #11316EVS Demo. Hammer	\$ 0.32
135	Bosch #11316EVS Demo. Hammer	\$ 0.32

Vehicle #	DESCRIPTION	Rate
39	Ford Explorer XL Four door Sport utility vehicle 2x4 3.0	\$ 33.90
42	Toyota Tundra ext cab 4.7 V-8 - 4 spd auto trans.	\$ 33.90
43	International 4600 - Dump T444E - 7.3L	\$ 76.14
45	F-150 Super cab with short bed	\$ 33.90
46	F-150 Super cab with short bed	\$ 33.90
47	F-250 with Carter utility bed	\$ 38.20
48	F-250 with Carter utility bed - 5.4L V8	\$ 38.20
49	F-250 Standard Cab w/Knapheid utility bed, rack and hydraulic lift	\$ 38.20
50	E-250 Cargo van	\$ 38.20
51	F-250 Standard cab w/utility bed	\$ 38.20
52	F-150 Super cab with short bed	\$ 38.20
53	F-150 Super cab with short bed	\$ 33.90
54	F-250 Standard Cab w/utility bed, rack and hydraulic lift	\$ 38.20
55	Internation Dump Truck 4300 - 7.6L	\$ 76.14

56	F-250 4X2 Supercab w/Royal utility bed & Tommy Lift	\$ 38.20
57	F-250 4X2 Supercab w/Royal utility bed	\$ 38.20
58	Ford Escape	\$ 33.90
59	F-150 Super cab with short bed	\$ 33.90
60	F-250 Standard Cab w/utility bed, rack and hydraulic lift	\$ 38.20
61	F-250 Standard cab w/utility bed and rack	\$ 38.20
62	F-350 Standard cab w/crane	\$ 49.31
63	E-350 Cutaway van	\$ 49.31
64	F-350 4x2 Reg cab 6.7L Power Stroke V8 6-speed trans	\$ 49.31
65	F-250 SRW 4X2 Reg Cab 6.2L V-8 6 speed trans w/rack	\$ 38.20
66	F-550 Utility Bed Dual Axle	\$ 49.31
67	F-150 4x2 Supercab 3.5L V6 6 Speed	\$ 33.90
68	F-150 4x2 Supercab 3.5L V6 6 Speed	\$ 33.90
69	F-250 Reg cab 4x2 6.2L V8 8' bed 137"wb	\$ 38.20
70	Ford Transit Connect 121" Wheel base	\$ 33.90
71	F550 Utility Bed Dual Axle	\$ 49.31
72	Chevy Silverado 1500	\$ 33.90
73	5500 Dodge Ram Diesel - Custom Service Body	\$ 49.31
74	5500 Dodge Ram Diesel - Dump Truck	\$ 76.14
75	F250 Regular Cab 6.2L V-8 6 Spped with side ladder rack	\$ 38.20
76	F250 Regular Cab 6.2L V-8 6 Spped with side ladder rack	\$ 38.20
77	F250 Regular Cab 6.2L V-8 6 Spped with side ladder rack	\$ 38.20
78	5500 Dodge Ram Diesel - Dump Truck	\$ 76.14
79	Chevy Colorado	\$ 33.90
80	Ford F-150 Super Cab	\$ 33.90
81	Ford F-150 Super Cab	\$ 33.90
82	Chevy Bolt	\$ 33.90
83	Toyota RAV4	\$ 33.90
84	Toyota RAV4	\$ 33.90
85	Ford F-250 Super Duty with Tommy Lift	\$ 38.20
86	Ford F-250 Super Duty with Tommy Lift	\$ 38.20
87	Ford F-350 Super Duty	\$ 49.31

Agenda Item: 11

Date: July 10, 2024

Subject: Future Meeting - Draft Agenda Topics

Staff Contact: Adam Coyan, DPMWD General Manager
Dan York, SSWD General Manager

Recommended Board Action:

Discuss agenda topics to be presented at the next meeting of Del Paso Manor Water District and Sacramento Suburban Water District and direct staff as appropriate.

Discussion:

The next Del Paso Manor Water District (DPMWD) and Sacramento Suburban Water District (SSWD) Joint Board meeting is scheduled for August 14, 2024. Staff is looking for direction on what items to place on the agenda.