

MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF  
VISTA IRRIGATION DISTRICT

June 7, 2017

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, June 7, 2017 at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

President Miller called the meeting to order at 8:30 a.m.

**2. ROLL CALL**

Directors present: Miller, Vásquez, Dorey, Sanchez, and MacKenzie.

Directors absent: None.

Staff present: Eldon Boone, General Manager; Lisa Soto, Secretary of the Board; Brett Hodgkiss, Assistant General Manager; Don Smith, Director of Water Resources; Brian Smith, Director of Engineering; Randy Whitmann, Engineering Project Manager; Frank Wolinski, Operations and Field Services Manager; Alisa Nichols, Management Analyst; Al Ducusin, Engineering Services Manager; Jessica Sherwood, Water Resources Office Assistant; Marlene Kelleher, Finance Manager; and Marian Schmidt, Administrative Assistant. General Counsel Joel Kuperberg was also present.

Other attendees: Members of the public, Rick Gittings and Arie DeJong.

**3. PLEDGE OF ALLEGIANCE**

Director Dorey led the pledge of allegiance.

**4. APPROVAL OF AGENDA**

17-06-67	<i>Upon motion by Director MacKenzie, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the agenda as presented.</i>
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**5. PUBLIC COMMENT TIME**

No public comments were presented on items not appearing on the agenda.

**6. CONSENT CALENDAR**

Director Vásquez requested a correction to Consent Calendar Item E, page 7 of the draft minutes, stating that the date of the ACWA Region 9 and 10 Program will be October 6, not October 9. The Board Secretary noted the correction.

Regarding Consent Calendar Item F, page 4 of the Cash Disbursement Report, staff provided clarification regarding an expenditure made to Servpro of North Vista/San Marcos for emergency water damage service related to a fire hydrant blow-out that caused flooding to two residential garages.

General Manager Eldon Boone provided clarification regarding Consent Calendar Item C, noting that after publication of the agenda packet an invoice was received for the Settlement Payment, a copy of which was provided at the Board members' places at the dais (attached hereto as Exhibit A).

17-06-68 *Upon motion by Director Dorey, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the Consent Calendar, including Resolution No. 17-21 honoring Congressman Ron Packard and Resolution 17-22 and approving disbursements.*

A. Construction agreement

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to enter into a Construction Agreement between the City of Vista and Vista Irrigation District for the South Santa Fe Streetscape Improvement Project – Phase II and Phase III (CIP 8289 and 8291; LN 2016-015; DIV NO 3).

B. Resolution honoring Congressman Ron Packard

See staff report attached hereto. Staff recommended and the Board took the following action:

*The Board adopted Resolution 17-21 honoring the Congressman Ron Packard for his outstanding efforts and contributions to the San Luis Rey Indian Water Rights Settlement, by the following roll call vote:*

**AYES:** *Directors Vásquez, Dorey, Sanchez, MacKenzie, and Miller*  
**NOES:** *None*  
**ABSTAIN:** *None*  
**ABSENT:** *None*

*Resolution No. 17-21 is on file in the official Resolution book of the District.*

C. San Luis Rey Indian Water Rights Settlement payment

See staff report attached hereto. The Board received information regarding the settlement payment due under the San Luis Rey Indian Water Rights Settlement Agreement.

D. Grant of Right of Way

See staff report attached hereto. Staff recommended and the Board accepted Grant of Right of Way (J36) for a 30-foot wide specific easement over a single-family residential property consisting of approximately 1.10 gross acres owned by Sanjay Jain, located at Barbara Drive, Vista (LN 2016-035; APN 180-342-14; WOI-3072; DIV NO 3).

E. Minutes of Board of Directors meeting on May 24, 2017

The minutes of May 24, 2017 were approved with a minor revision on page 7, correcting the date of the ACWA Region 9 and 10 Program from October 9 to October 6.

F. Resolution ratifying check disbursements

**RESOLUTION NO. 17-22**

**BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 56090 through 56228 drawn on Union Bank totaling \$781,864.55.**

**FURTHER RESOLVED that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.**

**PASSED AND ADOPTED unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 7<sup>th</sup> day of June 2017.**

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**7. RESOLUTION COMMENDING DIRECTOR OF WATER RESOURCES DON SMITH FOR EXEMPLARY SERVICE**

See staff report attached hereto.

Mr. Boone commended Director of Water Resources Don Smith for his outstanding work on the San Luis Rey Indian Water Rights Settlement (Settlement). He noted that the dispute had taken nearly 48 years to resolve with the greatest progress being made as a result of Mr. Smith's efforts. He credited Mr. Smith's tactful persistence in keeping the matter moving forward. Mr. Boone read aloud written comments that he had received from the District's Special Counsel John Carter and from the City of Escondido's Special Counsel Don Lincoln, praising Mr. Smith for his work on the Settlement matter.

Special Counsel John Carter wrote:

*"...throughout the San Luis Rey Settlement negotiations, Don exhibited a keen intellect together with excellent engineering, technical, and computer expertise. His involvement resulted in historic settlements and agreements that VID can be proud of. VID is fortunate to have such an outstanding professional as its Director of Water Resources."*

City of Escondido Special Counsel Don Lincoln wrote:

*"...although Don was involved in drafting almost every major or minor agreement, I spent the most time working with him on the 92-page Implementation Agreement, the key agreement which will govern future relations between the bands and the local entities. Don was the focal point for all input into that agreement. In that capacity Don showed unusual patience and skill in integrating into one document the diverse and conflicting comments and suggestions of the various attorneys and other representatives of the parties. Not only was Don a skilled wordsmith, but he provided much of the technical, engineering, and accounting analysis which underlay the various water allocations, land use, timing, and financial provisions of this agreement. If any person deserves the most credit for the bands and the local entities reaching a settlement, it would be Don Smith."*

Mr. Boone commented that the focus is now on the monumental task of implementing the Settlement Agreement, and he thanked Mr. Smith for taking the lead on this effort. Each member of the Board thanked and commended Mr. Smith for his great efforts.

17-06-69 *Upon motion by Director Dorey, seconded by Director MacKenzie, the Board of Directors adopted Resolution 17-23 commending Don A. Smith, Director of Water Resources, for exemplary service to the District with regard to the San Luis Rey Indian Water Rights Settlement, by the following roll call vote:*

*AYES: Directors Vásquez, Dorey, Sanchez, MacKenzie, and Miller*

*NOES: None*

*ABSTAIN: None*

*ABSENT: None*

*A copy of Resolution 17-23 is on file in the official Resolution Book of the District.*

President Miller presented Mr. Smith a framed copy of the resolution. A brief break was taken from 8:49 a.m. to 9:01 a.m.

## **8. DIVISION REPORTS**

See staff report attached hereto.

Mr. Boone noted that the master planning efforts currently underway by HDR are expected to be complete by the end of summer, with a report expected for the Board's review in the Fall. Director MacKenzie suggested that a special Board workshop be held for the Board's in-depth review of the document.

Mr. Boone pointed out that page 2 of the Division Reports show that no water was received from the Escondido-Vista Water Treatment Plant. He explained that this was because the flume was (and continues to be) out of service due to a construction project to relocate a portion of it within the Hidden Valley Estates development. He stated that the flume is expected to be back in service by the end of June 2017. Mr. Boone also mentioned that no water was received from the City of Oceanside's Robert A. Weese Water Filtration Plant due to construction being done on the plant. Mr. Boone said that the District is expected to purchase more treated water this year from the San Diego County Water Authority (Water Authority) as a result of these two outages.

Mr. Boone reported that the District has issued its final payment to Wilmer Cutler Pickering Hale & Dorr LLP for its work on the San Luis Rey Water Rights Settlement. He further reported that staff has met with the parties involved with the exchange and conveyance of the supplemental water as part of the Settlement Agreement and details are still being worked out to this end. Mr. Boone said that he would update the Board as this matter progresses.

Engineering Project Manager Randy Whitmann provided an update regarding the mainline replacement projects that are being designed by KEH and Associates (KEH). He stated staff has completed its review of preliminary designs and submitted comments to KEH. Mr. Whitmann said that the hope is to have a project ready to put out to bid by the end of the summer.

Messrs. Rick Gittings and Arie Dejong left the meeting during the above discussion.

**9. AMENDMENT OF CONSTRUCTION SUPPORT SERVICES AGREEMENT FOR VISTA FLUME RELOCATION PROJECT**

See staff report attached hereto.

Mr. Boone said that the amendment to the agreement with Infrastructure Engineering Corp. (IEC) for inspection and construction support services in the Vista Flume Relocation Project is mainly associated with a design change necessitated by incorrect “as-built” plans from 80 years ago. Mr. Boone said that additional time was needed to review the design change and inspect the construction of a transition structure; the additional hours needed for these tasks would increase the not-to-exceed amount of the contract by \$29,000, which is one percent of the total Vista Flume Relocation Project cost. Mr. Whitmann provided more detailed information about the design change, and the construction of a transition structure to tie the flume into the Kornhauser bench.

17-06-70 *Upon motion by Director Vásquez, seconded by Director Dorey and unanimously carried (4 ayes: Vásquez, Dorey, Sanchez, and MacKenzie; 1 no: Miller), the Board of Directors authorized the General Manager to amend the Agreement for Professional Services with Infrastructure Engineering Corporation for inspection and construction support services for a total amount not to exceed \$116,000 for the Vista Flume Relocation Project.*

Al Ducusin left the meeting after the above discussion.

**10. ADDENDUM TO AGREEMENT WITH HORTON, KNOX, CARTER & FOOTE FOR SPECIAL COUNSEL SERVICES**

See staff report attached hereto.

Mr. Boone stated that with the Indian Water Rights matter settled, it is anticipated that the need for Special Counsel Services from Horton, Knox, Carter and Foote (HKCF) will be less. He said that the proposed addendum to the agreement with HKCF would set a flat monthly fee for services, resulting in a substantial cost savings for the District. Mr. Boone added that the addendum specifies that the contract term will be for one year, allowing staff to evaluate the level of service needed the following year.

17-06-71 *Upon motion by Director Dorey, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors authorized the General Manager to execute an addendum to the District’s agreement for services with Horton, Knox, Carter and Foote, LLP to retain the services of John Carter as District’s Special Counsel on matters pertaining to the San Luis Rey Indian Water Rights Settlement for \$12,000 per month during fiscal year 2018.*

**11. CALL FOR NOMINATIONS FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 10 LEADERSHIP**

See staff report attached hereto.

17-06-72

*Upon motion by Director Sanchez, seconded by Director Dorey, the Board of Directors adopted Resolution 17-24 nominated Richard Vásquez for re-election as a Board Member of Association of California Water Agencies Region 10.*

*AYES: Directors Vásquez, Dorey, Sanchez, MacKenzie, and Miller*

*NOES: None*

*ABSTAIN: None*

*ABSENT: None*

*A copy of Resolution 17-24 is on file in the official Resolution Book of the District.*

## **12. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY**

See staff report attached hereto.

President Miller reported that he was absent at the May 25 meeting of the Water Authority Board of Directors, but a summary of the actions taken at that meeting was provided for the Board's information. President Miller reviewed a piece of legislation to which the Water Authority is opposed; SB 623 (Monning) is expected to be amended to include a "public goods charge" of one to two dollars per account per month to develop solutions for those without access to safe and affordable drinking water. The Board discussed the bill, and Director MacKenzie commented that this is an important bill which warrants an in-depth discussion by the Board. Mr. Boone stated that staff sent a letter of opposition per ACWA's request; the short deadline did not allow time for staff to agendize the item for Board review prior to the letter being sent. Mr. Boone said that the legislation still has a long way to go, and there will be an opportunity for the Board to discuss the bill in the future.

Mr. Boone stated that staff and President Miller attended a presentation that the Water Authority made to the City of Vista (Vista), City Council. The presentation was about the lawsuit between the Water Authority and the Metropolitan Water District (MWD) as well as MWD's fiscal practices. Mr. Boone said that the Water Authority requested a resolution of support from the Vista City Council. Mr. Boone said that Maureen Stapleton, General Manager of the Water Authority has contacted him to request time on an upcoming agenda to make the same presentation to the Board with the same request for a resolution of support. Mr. Boone commented that with the District currently working out the details of implementing the Settlement Agreement with the Indians, the present time might be less than opportune to entertain such a presentation and request for resolution of support from the Water Authority. The Board discussed the matter and agreed to leave it up to the General Manager and the Board President to determine the best time to schedule the presentation by the Water Authority.

Don Smith left the meeting after the above item.

## **13. MEETINGS AND EVENTS**

See staff report attached hereto.

Director Dorey reported on his attendance at a meeting of the District's ad hoc Groundwater Committee where the Committee discussed responses to the District's Request for Proposal for Groundwater Assessment and Consultation Services. He also reported on his attendance at a meeting of the San Luis Rey Watershed Council (SLRWC) where there was a discussion regarding a grant the SLRWC received and how it will be used. Director Dorey announced that his registration fee will be waived for the Groundwater Conference in Sacramento in October, and he would provide more information about that at a future Board meeting.

Director Vásquez reported on his attendance at the Santa Ana River Watershed Conference in Ontario where Newsha Ajami of the Woods Institute for the Environment at Stanford University made a presentation about implementing strategies for dealing with water issues in California. He also attended a presentation by Deilson da Silva of Moulton Niguel Water District regarding the use of technology to map water use and trends to help make watersheds more resilient.

Director MacKenzie reported on her participation in a meeting of the California Special Districts Association (CSDA) Member Services Committee, which she attended by teleconference. As part of this meeting, there was a presentation made by an associate vendor who demonstrated a Human Resources software system. The Committee also reviewed recruitments, trial memberships, and important upcoming dates for events such as the Special District Leadership Academy and the General Managers' Summit.

Director MacKenzie reported that Scott Barnett resigned from the Little Hoover Commission. She noted that the next meeting of the Little Hoover Commission would be on June 22 in Sacramento, and it is planned to be a roundtable discussion.

Director Vásquez requested to attend the Council of Water Utilities (COWU) meeting in Poway on June 20. Director Sanchez requested to attend the CSDA Legislative Roundup webinar on a computer at the District office on August 31. Director Dorey stated that there would be a meeting of the Southern California Water Committee Colorado River Task Force (Task Force) the following week in Riverside. As a member of the Task Force, he would be attending the meeting.

Director MacKenzie stated that she would be unable to attend the Vista Historical Society Hall of Fame luncheon on June 17 where former Board member, Howard Williams, would be inducted into the Vista Hall of Fame. President Miller said that he would go in Director MacKenzie's place.

17-06-73	<i>Upon motion by Director Dorey, seconded by Director Vásquez, and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors authorized Director Sanchez to attend the Legislative Roundup webinar on August 31, 2017; Director Vásquez to attend COWU on June 20 in Poway; President Miller to attend the Vista Hall of Fame Induction Luncheon in Director MacKenzie's place.</i>
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**14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES**

See staff report attached hereto.

None were presented.

**15. COMMENTS BY DIRECTORS**

Director Vásquez commented briefly on recent water related articles in the local newspaper.

**16. COMMENTS BY GENERAL COUNSEL**

None were presented.

**17. COMMENTS BY GENERAL MANAGER**

None were presented.

A brief break was taken from 10:52 a.m. to 11:02 a.m. Upon return from break, present in the audience was Brian Smith.

**18. CLOSED SESSION FOR CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

President Miller adjourned the meeting to closed session at 11:02 a.m. for a conference with Real Property Negotiators, per Government Code section 54956.8 to discuss the following:

Property: Vista Irrigation District property located at the northwest corner of Engineer St. and Pipeline Dr. in Vista, CA 92081 (APN 219-532-22)

Agency Negotiators: Eldon Boone and Brian Smith

Negotiating Party: Public generally

Under Negotiation: Price

The meeting reconvened in open session at 11:31 a.m. President Miller declared that the following reportable action had been taken:

17-06-74	<i>Upon motion by Director Vásquez, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the board authorized staff to solicit proposals from commercial brokers to market the vacant property located north of pipeline drive for sale or lease.</i>
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At this time, everyone left the Boardroom except for the five members of the Board.

**19. CLOSED SESSION TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATION—GENERAL MANAGER**

President Miller adjourned the meeting to closed session at 11:32 a.m. to conduct a performance evaluation of the General Manager, pursuant to Government Code section 54957.

During the closed session, the Board requested that Mr. Boone rejoin the meeting for the remainder of the closed session discussion. The meeting reconvened in open session at 12:19 p.m. President Miller declared that no reportable action had been taken.

**20. GENERAL MANAGER COMPENSATION**

The Board commended and thanked Mr. Boone for his efforts and accomplishments over the past year and after a brief discussion took the following action:

17-06-75	<i>Upon motion by Director MacKenzie, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board authorized a 2% pay raise for General Manager Eldon Boone, effective immediately.</i>
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**21. ADJOURNMENT**

There being no further business to come before the Board, at 12:20 p.m. President Miller adjourned the meeting to June 21, 2017 at 9:00 a.m.

  
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Marty Miller, President

ATTEST:

  
\_\_\_\_\_  
Lisa R. Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



## STAFF REPORT

Agenda Item: 6.A

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Al Ducusin  
**Reviewed By:** Brian Smith  
**Approved By:** Eldon Boone

**SUBJECT:** CONSTRUCTION AGREEMENT

**RECOMMENDATION:** Authorize the General Manager to enter into a Construction Agreement between the City of Vista and Vista Irrigation District for the South Santa Fe Streetscape Improvement Project – Phase II and Phase III (CIP 8289 and 8291; LN 2016-015; DIV NO 3).

**PRIOR BOARD ACTION:** On January 22, 2014, the Board approved the Construction Agreement with the City of Vista (City) for the Paseo Santa Fe Streetscape Improvement Project – Phase I (D-2242).

**FISCAL IMPACT:** Per District Rules and Regulations Section 3.9.2 (Determination of Financial Responsibility for Relocating District Water Lines and Facilities), the District will pay 100 percent of the cost of the relocation of water facilities if the District does not have prior rights. For this project, it has been determined that the City has prior rights. The total cost for the design, installation and inspection of the water system is estimated to be \$1.85 million.

**SUMMARY:** The City's project area, known as Paseo Santa Fe, encompasses South Santa Fe Avenue between Vista Village Drive and Civic Center Drive and is being constructed in three phases. In October 2015, the City's contractor, under District inspection, completed the water system improvements for Phase I of the project, from Main Street to Ocean View Drive. The City is currently completing the design plans for Phases II and III. Phase II extends from Ocean View Drive to Terrace Drive and will include street improvements and a roundabout at Guajome Drive; Phase III extends from Terrace Drive to Civic Center Drive and will include street improvements and a roundabout at Pala Vista Drive. District staff is finalizing review of the plans, specifications, and bid items.

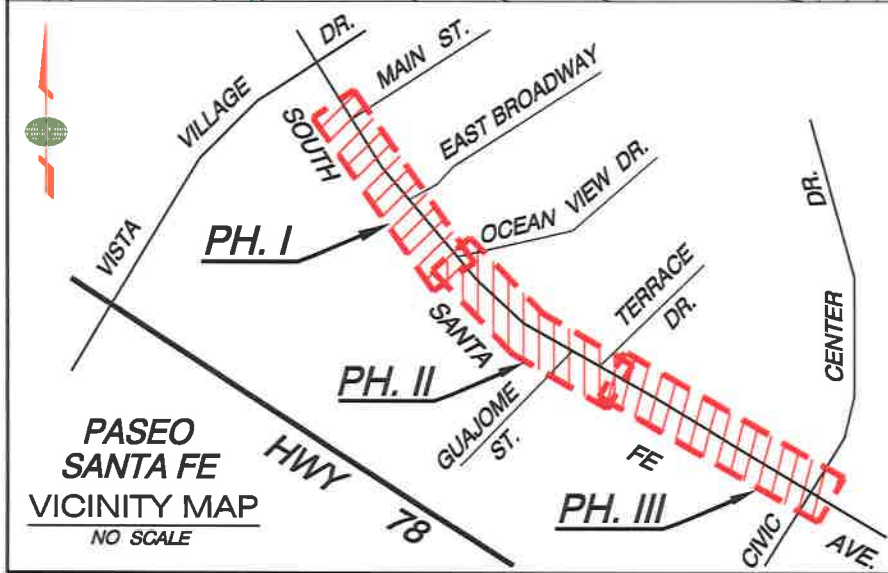
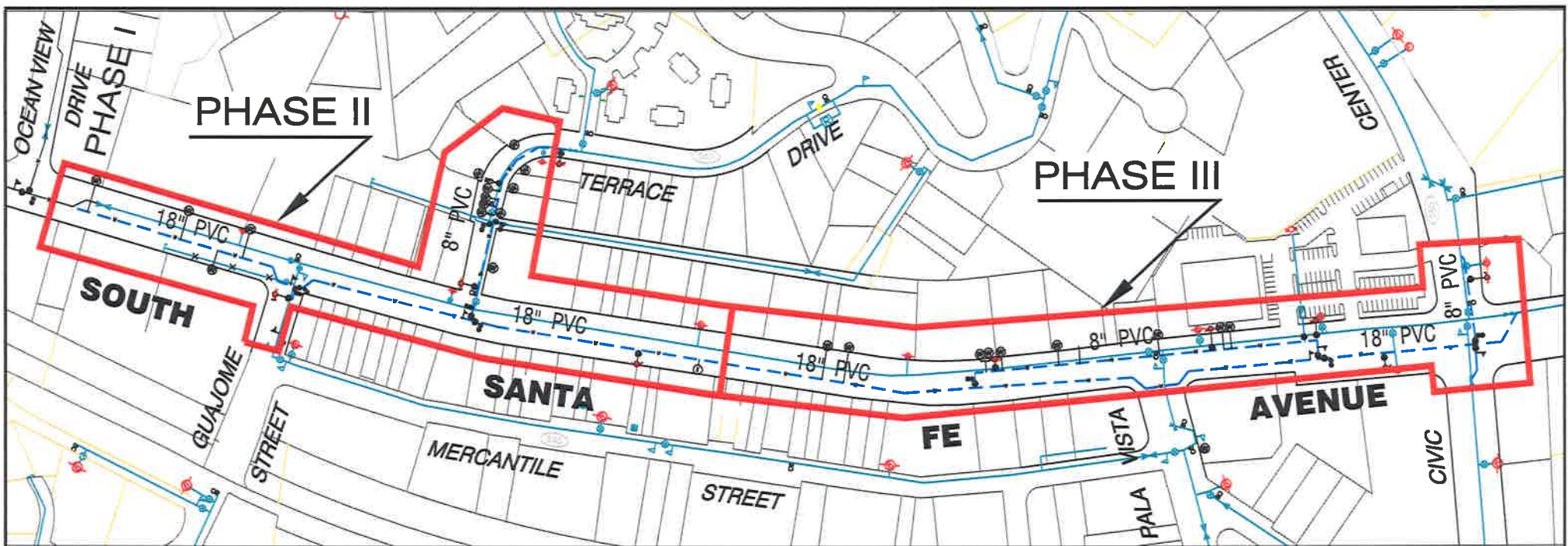
The City anticipates bidding and awarding a construction contract this summer and beginning construction this fall. The City is proposing to use the same construction agreement that was used for Phase I for Phases II and III. The construction agreement defines the arrangement between the City and the District regarding, among other things, bidding and awarding of the project, payment for the construction of District facilities and inspection responsibilities.

**DETAILED REPORT:** Phases II and III of the City's Paseo Santa Fe Project will reconstruct the street section and reduce the travel lanes from four to two. This project consists of other City improvements including installation of on-street public parking and traffic circles and widening sidewalks. The City's contractor will complete 100 percent of the improvements; District staff will only be involved in the inspection of District's water facilities.

The existing waterlines within this portion of South Santa Fe Avenue were installed during the 1950's. The project consists of approximately 2,700 feet of 18" and 1,350 feet of 8" waterlines.

The construction agreement will allow the District to upgrade and replace its water system facilities on South Santa Fe Avenue between Ocean View Drive and Civic Center Drive as part of the City's Paseo Santa Fe Streetscape Improvement Project.

**ATTACHMENT:** Map



PHASE I (Completed OCT. 2015)

From Main Street  
to Ocean View Drive

(City of Vista Drawing 4517 -In Process 2017)

PHASE II (CIP 8289)

From Ocean View Drive  
to Terrace Drive

PHASE III (CIP 8291)

From Terrace Drive  
to Civic Center Drive

PHASES II AND III:  
WATER SYSTEM IMPROVEMENTS:

City of Vista contractor installation of  
approx. 2,700 feet of 18" and 1,350 feet  
of 8" waterlines under VID inspection

**VISTA IRRIGATION DISTRICT**

**SOUTH SANTA FE STREETScape IMPROVEMENT PROJECT**

APN:	T.B. 1087-J7
SCALE: NO SCALE	L.N. 2016-015
APPD. BY: <i>JV</i>	DATE: 5/19/17
DRAWN BY: <i>JV</i>	DATE: 5/19/17
SHEET: 1 OF 1	MAPS: F14 and F15
REVISED: 05/19/17 Al Ducusin	
PATH: z:\engineering\jobs\in2016-015	

D-2298



## STAFF REPORT

Agenda Item: 6.B

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Don Smith  
**Reviewed By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

**SUBJECT:** RESOLUTION HONORING CONGRESSMAN RON PACKARD

**RECOMMENDATION:** Adopt a resolution honoring the Congressman Ron Packard for his outstanding efforts and contributions to the San Luis Rey Indian Water Rights Settlement.

**PRIOR BOARD ACTION:** None.

**FISCAL IMPACT:** None.

**SUMMARY:** Congressman Ronald C. “Ron” Packard was first elected to the United States House of Representatives on November 2, 1982. Packard was one of very few people to ever be elected to Congress as a write-in candidate. He served a total of nine terms in the House of Representatives, retiring in 2001.

As a Congressman, Mr. Packard was a tireless advocate of the San Luis Rey Indian Water Rights Settlement, originally authoring the Act bearing that name, and sponsoring crucial amendments over time. In his private capacity as a consultant jointly for the District and the other settlement parties, Congressman Packard’s integrity, perseverance, political insight and connections paved the way for the eventual settlement of a water rights dispute that first entered court pleadings in 1969.

**DETAILED REPORT:** After being approached by the District, the City of Escondido (together the “Local Entities”), and the Rincon, Pauma, Pala, La Jolla and San Pasqual Bands of Mission Indians (who, together with the Local Entities comprise the “Settlement Parties”), Congressman Packard formed the San Luis Rey Indian Water Rights Task Force, which in 1985, set forth a Statement of Principles for the settlement the long standing water rights dispute among the Settlement Parties. Mr. Packard introduced successive bills into Congress in the years 1985 through 1987, each entitled the “San Luis Rey Indian Water Rights Settlement Act” (Settlement Act) and on November 17, 1988, the Settlement Act was enacted. Congressman Packard and his staff worked diligently over the succeeding years to appropriate the funds specified in the Settlement Act and to craft, introduce and pass needed amendments to the Settlement Act in 1998 and 2000 to address funding issues and secure a source of supplemental water.

After his retirement from the House of Representatives, Mr. Packard and his associate Mr. Donald Polese were instrumental in obtaining the introduction and enactment of Congressman Hunter’s HR 1296, the last amendment to the Settlement Act, which as part of the WIIN Act became law on December 16, 2016.

In recognition of Congressman Packard’s accomplishments and outstanding efforts to establish water security for the Vista Irrigation District, the City of Escondido, and five bands of Mission Indians, the attached resolution is presented for the Board’s consideration.

**ATTACHMENT:** Resolution honoring Congressman Ron Packard

RESOLUTION NO. 17-XX

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE VISTA IRRIGATION DISTRICT  
HONORING CONGRESSMAN RON PACKARD

WHEREAS, Ronald C. "Ron" Packard served honorably and ably as Congressman in the United States House of Representatives for California's 43<sup>rd</sup> and 48<sup>th</sup> Congressional Districts from 1983 until his retirement in 2001; and

WHEREAS, being approached by the District, the City of Escondido (together the "Local Entities"), and the Rincon, Pauma, Pala, La Jolla and San Pasqual Bands of Mission Indians (who, together with the Local Entities comprise the "Settlement Parties") Congressman Packard formed the San Luis Rey Indian Water Rights Task Force, which in 1985, under the leadership of Mr. Packard's Administrative Assistant, Mr. Clyde Romney, set forth a Statement of Principles for the settlement the long standing water rights dispute among the Settlement Parties; and

WHEREAS, Congressman Packard introduced successive bills into Congress in the years 1985 through 1987, each entitled the "San Luis Rey Indian Water Rights Settlement Act"; and

WHEREAS, during that period, Mr. Packard and Mr. Romney worked tirelessly with the Settlement Parties and Senators Wilson and Cranston to craft effective legislation to meet the complex needs of a diverse constituency; and

WHEREAS, Congressman Packard's efforts were rewarded on November 17, 1988, when the "San Luis Rey Indian Water Rights Settlement Act" (Settlement Act) was enacted as Title I of Public Law 100-675, 102 Stat 4000, whereby the federal government provided funds and a source of Supplemental Water to establish "the basis for a mutually beneficial, lasting, and cooperative partnership among the Bands and the local entities"; and

WHEREAS, Mr. Packard and his staff worked diligently over the succeeding years to appropriate the funds specified in the Settlement Act and to craft, introduce and pass needed amendments to the Settlement Act in 1998 and 2000 to address funding issues and secure a source of Supplemental Water; and

WHEREAS, after his retirement from the House of Representatives, Mr. Packard and his associate Mr. Donald Polese were instrumental in obtaining the introduction and enactment of Congressman Hunter's HR 1296, the last amendment to the Settlement Act, which, after it went to the Senate, became Section 3605 of the "Water Infrastructure Improvements for the Nation" (WIIN) Act which was signed by President Obama on December 16, 2016; and

WHEREAS, Congressman Packard's integrity, perseverance and political insight paved the way for the eventual settlement of a water rights dispute that first entered court pleadings in 1969;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors and staff of the Vista Irrigation District do hereby express to Congressman Ron Packard their deep appreciation for his accomplishments and outstanding efforts for the benefit of all the Settlement Parties and their constituencies over his career.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District this 7<sup>th</sup> day of June, 2017.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Marty Miller, President

ATTEST:

\_\_\_\_\_  
Lisa R. Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



## STAFF REPORT

Agenda Item: 6.C

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Don Smith  
**Reviewed By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

**SUBJECT:** SAN LUIS REY INDIAN WATER RIGHTS SETTLEMENT PAYMENT

**RECOMMENDATION:** Receive information regarding the Settlement Payment due under the San Luis Rey Indian Water Rights Settlement Agreement.

**PRIOR BOARD ACTION:** The San Luis Rey Indian Water Rights Settlement Agreement (Settlement Agreement) and associated Implementing Agreement were approved by the Board on December 8, 2014.

**FISCAL IMPACT:** The District will make a payment of \$4,396,231.85 to the San Luis Rey Indian Water Authority (Indian Water Authority).

**SUMMARY:** With the Settlement Agreement becoming effective on May 17, 2017, the Settlement Payment specified in the Implementing Agreement has become due and payable.

**DETAILED REPORT:** Section 5.E of the Implementing Agreement (included as Exhibit A of the Settlement Agreement) specifies that the City of Escondido and the Vista Irrigation District would each make a payment (Settlement Payment) to the Indian Water Authority, due and payable on the effective date of the Settlement Agreement (Effective Date). The Settlement Payment was established as \$3.85 million dollars as of October 1, 2008, and the Implementing Agreement specified how the Settlement Payment would increase until the Effective Date using the Consumer Price Index for San Diego published by the US Department of Labor, Bureau of Labor Statistics (San Diego CPI). The San Diego CPI has increased from 242.440 (July 1, 2008) to 276.837 (January 1, 2017) resulting in a 14.2% increase over this 10 year period. Based on this increase, the Settlement Payment is \$4,396,231.85 as of the May 17, 2017 Effective Date.

The Implementing Agreement provides several options for the payment of the Settlement Payment including: 1) lump sum payment on the Effective Date; 2) annual payments amortized over 20 years beginning on the Effective Date at 5% interest; or 3) annual payments amortized over 20 years, but beginning five years after the Effective Date, with 6% interest.

The District intends to pay the Settlement Payment as a lump sum. The District set aside funds for the Settlement Payment beginning in 2008, and has increased that amount annually by the change in the San Diego CPI.

**ATTACHMENT:** None.

**SAN LUIS REY  
Indian Water Authority**

**INVOICE**

**Invoice Date:** 5/30/2017

**To:** Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081-8840

Payment pursuant to Section 5.E of the December 5, 2014 San Luis Rey Indian Water Rights Implementing Agreement among the City of Escondido, California, on its Own Behalf and as Successor to the Escondido Mutual Water Company, the Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians

**Total Balance Due: \*** **\$4,396,231.85**

\* Escalated Settlement Payment calculated pursuant to Section 5.E of the San Luis Rey Indian Water Rights Implementing Agreement. See Page 2 of 2 (Backup) for the detailed calculation.

SAN LUIS REY  
Indian Water Authority

**BACKUP**

**Payment Parameters:**

Base Date	October 1, 2008
Base Date San Diego CPI	242.440
Effective Date	May 17, 2017
Effective Date San Diego CPI	276.837
Original Settlement Payment	\$3,850,000.00

**Formula for Escalation**

$$\text{Escalated Settlement Payment} = \text{Original Settlement Payment} * \frac{\text{Effective Date CPI}}{\text{Base Date CPI}}$$

$$\text{Escalated Settlement Payment} = \$3,850,000.00 * \frac{276.837}{242.440}$$

$$\text{Escalated Settlement Payment} = \$4,396,231.85$$

Pamela A. Arviso  
Treasurer

Signature: Pamela A. Arviso

Phyllis Mauge  
Business Manager

Signature: Phyllis Mauge





## STAFF REPORT

Agenda Item: 6.D

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Al Ducusin  
**Reviewed By:** Brian Smith  
**Approved By:** Eldon Boone

**SUBJECT:** GRANT OF RIGHT OF WAY

**RECOMMENDATION:** Accept Grant of Right of Way (J36) for a 30-foot wide specific easement over a single-family residential property consisting of approximately 1.10 gross acres owned by Sanjay Jain, located at Barbara Drive, Vista (LN 2016-035; APN 180-342-14; WOI-3072; DIV NO 3).

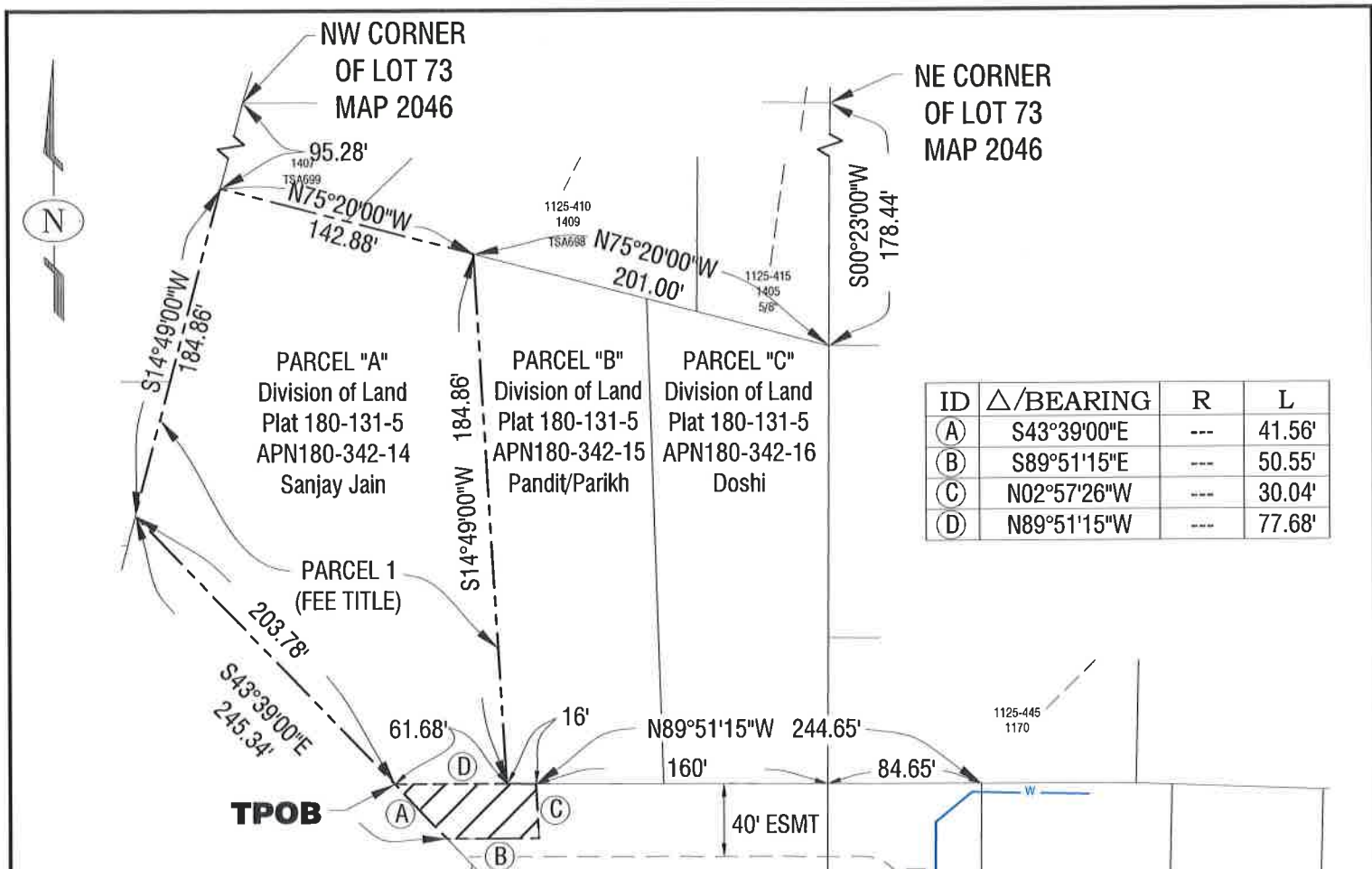
**PRIOR BOARD ACTION:** The Board approved the waterline project for Parcels A, B, and C (APNs 180-342-14, -15 and -16) on May 3, 2017.

**FISCAL IMPACT:** None.

**SUMMARY:** The acceptance of Grant of Right of Way (J36) will allow the District to secure a dedicated 30-foot specific easement over an existing private road and utility easement encumbered on Assessor Parcel Number (APN) 180-342-14.

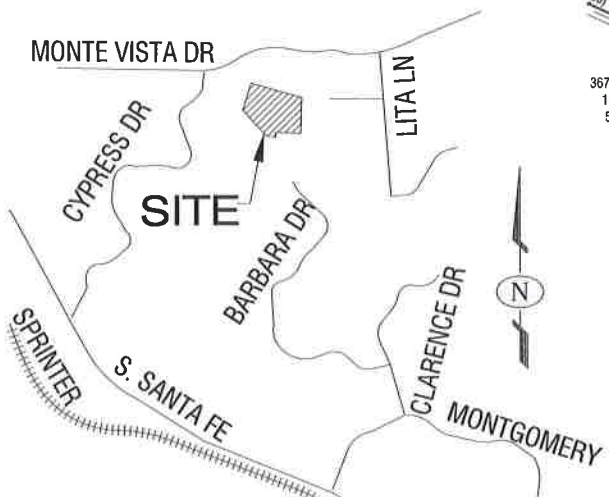
**DETAILED REPORT:** The owner is in the process of developing a single-family home on Parcel A (APN 180-342-14). The District currently has Blanket Easement (BC33) encumbering this property. The acceptance of Grant of Right of Way (J36), which secures a dedicated, specific easement, will allow for the extension of a public water main if required in the future.

**ATTACHMENT:** Map



**OWNER**  
 SANJAY JAIN  
 PO BOX 2108  
 LA JOLLA, CA 92038

**LEGEND**  
 INDICATES EASEMENT TO BE GRANTED TO VISTA IRRIGATION DISTRICT (PARCEL 2).



**VICINITY MAP**  
 NO SCALE

**VISTA IRRIGATION DISTRICT**  
**GRANT OF RIGHT-OF-WAY (J36)**

APN 180-342-14	T.B. 1108-B1
SCALE: NONE	L.N. 2016-035
APPD. BY <i>BP</i>	DATE <i>5/30/17</i> W.O.I.
DRAWN BY JB	DATE 4/21/17
SHEET 1 OF 1	MAP H16
REVISED: 4/21/17 Jeanette Bradshaw	

**3072**

# Cash Disbursement Report



Payment Dates 05/11/2017 - 05/24/2017

Payment Number	Payment Date	Vendor	Description	Amount
56090-56091	05/18/2017	Refund Checks 56090-56091	Customer Refunds	2,643.39
56092-56100	05/18/2017	Refund Checks 56092-56100	Customer Refunds	865.35
56101	05/18/2017	Active Auto Collision	Repair/Replace Rear Tailgate & Bumper - Truck 32	863.14
56102	05/18/2017	Air Resources Board	Portable Generator Permit Fee	570.00
56103	05/18/2017	Airgas USA LLC	Welding Wire	53.21
	05/18/2017		Welding Hose Repair Kit	91.89
56104	05/18/2017	Anderson & Brabant, Inc	Appraisal Service - Pipeline Drive Property	6,500.00
56105	05/18/2017	Aquajet Art	Adapter Plates	404.06
56106	05/18/2017	Bearcom	2-Way Radios Installed - Trucks 33 & 41	764.86
	05/18/2017		Replaced RF Amplifier @ A Reservoir	1,650.75
56107	05/18/2017	Big Drip Plumbing	Emergency Repair & Relocate	1,150.00
	05/18/2017		Emergency Repair	500.00
56108	05/18/2017	Brett Hodgkiss	2017 Spring ACWA Conference - P Sanchez	44.55
	05/18/2017		2017 Spring ACWA Conference - P Dorey	55.21
	05/18/2017		2017 Spring ACWA Conference - R Vasquez	56.55
	05/18/2017		2017 Spring ACWA Conference - J MacKenzie	49.88
	05/18/2017		2017 Spring ACWA Conference - B Hodgkiss	207.67
56109	05/18/2017	Canon Solutions America, Inc	Copier Maintenance	23.91
56110	05/18/2017	Cecilia's Safety Service Inc	Traffic Control - Lobelia Dr/Robelini Dr	2,900.00
	05/18/2017		Traffic Control - Clear Crest Circle	340.00
	05/18/2017		Traffic Control - Vale Terrace Dr	1,540.00
	05/18/2017		Traffic Control - Warmlands Ave	765.00
56111	05/18/2017	City Of Escondido	EVWTP OSG Expenses 01/2017-03/2017	31,876.40
56112	05/18/2017	Coast Equipment Rentals	Concrete	150.47
56113	05/18/2017	Coastal Chlorination & Backflow	Chlorination of Water Main - Lobelia Dr	396.00
56114	05/18/2017	County of San Diego	Permits	2,443.90
56115	05/18/2017	Dean Farris	D5 Certification Renewal - Reimbursement	105.00
56116	05/18/2017	Department of Consumer Affairs	CPA License Renewal	120.00
56117	05/18/2017	Don Smith	Civil Engineering License Renewal - Reimbursement	115.00
56118	05/18/2017	EDCO Waste & Recycling Services Inc	40 Yd Trash Dumpster	754.95
56119	05/18/2017	El Camino Rental	Concrete	162.38

Payment Number	Payment Date	Vendor	Description	Amount
56120	05/18/2017	Eldon Boone	2017 Spring ACWA Conference 05/2017 - P Dorey	138.59
	05/18/2017		2017 Spring ACWA Conference 05/2017 - R Vasquez	13.25
	05/18/2017		2017 Spring ACWA Conference 05/2017 - P Sanchez	50.77
	05/18/2017		2017 Spring ACWA Conference 05/2017 - J MacKenzie	101.00
	05/18/2017		2017 Spring ACWA Conference 05/2017 - E Boone	265.12
56121	05/18/2017	Escondido Metal Supply	Metal Plate	53.43
56122	05/18/2017	Eurofins Eaton Analytical Inc	Lead Samplings	150.00
	05/18/2017		Lead Samplings	45.00
	05/18/2017		Lead Samplings	210.00
56123	05/18/2017	Fastenal Company	Hardware for Valve Actuators	26.01
	05/18/2017		Stainless Steel Washers (400)	53.50
56124	05/18/2017	Ferguson Waterworks	Gaskets (50)	162.38
56125	05/18/2017	Glennie's Office Products Inc	Office Supplies	9.61
	05/18/2017		Office Supplies	35.71
56126	05/18/2017	Golden State Graphics	2017 CCR eNotice Printing Service	1,019.32
56127	05/18/2017	HD Supply Waterworks	Pipe Restraints (2)	42.35
56128	05/18/2017	HDR	2016 Water Master Plan 03/2017	15,085.00
56129	05/18/2017	Hello Deli	Lunch for Interview Panel (4)	47.44
56130	05/18/2017	Home Depot Credit Services	Hooks	29.35
	05/18/2017		Maintenance Supplies	77.90
	05/18/2017		Lumber, Wheels for Gate Valves	131.25
	05/18/2017		Lumber, Rebar, Carpet Runner	192.79
	05/18/2017		Truck Dump Bed Overflow Boards	296.28
	05/18/2017		Rods, Epoxy, Fiberglass Resin	181.59
	05/18/2017		Supplies for Valve Install	258.96
	05/18/2017		Miscellaneous Supplies	23.07
	05/18/2017		Watering Cans	10.73
	05/18/2017		Heater/AC Filters, Hardware	165.69
	05/18/2017		Pick Axe	32.37
	05/18/2017		Tools	173.99
	05/18/2017		LED Lights	151.49
56131	05/18/2017	Joe's Paving	Patch Paving	3,164.25
56132	05/18/2017	Mark Dastrup Photography	Board Member Portraits	1,500.00
56133	05/18/2017	Ken Grody Ford Carlsbad	Rear Tail Lamp - Truck 13	93.70
	05/18/2017		Engine Oil Caps, Oil Drain Plug	39.57
56134	05/18/2017	Lawnmowers Plus Inc	Rocker Arm for Motor	7.22
56135	05/18/2017	Lighthouse Inc	Electric Brake Controller & Lamp Socket - Truck 26	74.95

Payment Number	Payment Date	Vendor	Description	Amount
56136	05/18/2017	Lightning Messenger Express	Messenger Service 04/28/17	48.00
56137	05/18/2017	Major League Pest/Gemini Pest Control	Pest Control Services @ VID	93.00
	05/18/2017		Bee Removal (12)	1,020.00
56138	05/18/2017	Medical Eye Services	Vision Insurance 06/2017 - Cobra	14.24
	05/18/2017		Vision Insurance 06/2017 - Cobra	14.24
	05/18/2017		Vision Insurance 06/2017 - Cobra	43.90
	05/18/2017		Vision Insurance 06/2017 - Employees	1,672.10
	05/18/2017		Vision Insurance 06/2017 - R Reznicek	(22.54)
	05/18/2017		Vision Insurance 06/2017 - R Vazquez	14.24
	05/18/2017		Vision Insurance 06/2017 - M Miller	14.24
	05/18/2017		Vision Insurance 06/2017 - J MacKenzie	14.24
	05/18/2017		Vision Insurance 06/2017 - P Dorey	14.24
	05/18/2017		Vision Insurance 06/2017 - P Sanchez	14.24
56139	05/18/2017	MRC, Smart Technology Solutions	Managed Print Services	807.55
56140	05/18/2017	NAPA Auto Parts	Hex Nuts (5) - Shop	2.22
	05/18/2017		D Ring - Truck 26	10.27
	05/18/2017		Heat Shrink, Connectors, Filters, Stop Leak, Ties	97.70
56141	05/18/2017	North County Auto Parts	Oil, Filters, Engine O2 Sensor	84.44
	05/18/2017		Air Filter - B23	45.36
	05/18/2017		Filters - Truck 34	14.36
	05/18/2017		Brake Hardware Kit, Filter	23.34
	05/18/2017		Turn Brake Rotors - Truck 8	37.00
	05/18/2017		Electrical Breakers (8) - Shop	49.49
56142	05/18/2017	North County Lawnmower Inc	Weed Whip String, Fuel Mix	68.41
56143	05/18/2017	North County Pool Center Inc	Chlorine for Reservoir Treatment	22.45
56144	05/18/2017	Toyota Carlsbad	Brake Pad Kit - Truck 8	85.34
56145	05/18/2017	Ramona Disposal Service	Trash Service 04/2017	153.43
56146	05/18/2017	RC Auto & Smog	Diagnose/Clean Engine Intake System - Truck 27	253.21
56147	05/18/2017	Interstate All Battery Center	Battery - T6	21.65
56148	05/18/2017	Rick Post Welding & Wet Tapping	Installed Tapping Saddles & Valves	1,400.00
56149	05/18/2017	Rincon del Diablo MWD	MD Reservoir Water Service 04/2017	32.64
56150	05/18/2017	San Diego Gas & Electric	Gas 04/2017	417.78
	05/18/2017		Electrical Transmission 04/2017	1,823.94
	05/18/2017		Electric 04/2017 - T&D	71.41
	05/18/2017		Electric 04/2017 - Reservoirs	45.13
56151	05/18/2017	Southern Counties Lubricants, LLC	Fuel 04/15/17 - 04/28/17	4,610.47
56152	05/18/2017	Midas Service Experts	Tires & Mounting (3)	266.78

Payment Number	Payment Date	Vendor	Description	Amount
56153	05/18/2017	TS Industrial Supply	Sawzall Kit	306.05
	05/18/2017		Ladder	215.36
	05/18/2017		Sawzall Kit	335.58
	05/18/2017		Ladder	(215.36)
	05/18/2017		Jackhammer Bits - Truck 66	50.81
56154	05/18/2017	UniFirst Corporation	Uniform Service	352.33
	05/18/2017		Uniform Service	368.95
56155	05/18/2017	Union Bank	Excel Seminar	79.00
	05/18/2017		ACWA Spring Conference - R Vasquez	173.96
	05/18/2017		ACWA Spring Conference - R Vasquez	383.40
	05/18/2017		ACWA Spring Conference - R Vasquez	99.00
	05/18/2017		Santa Ana River Watershed Conference - R Vasquez	158.49
	05/18/2017		ACWA Spring Conference - R Vasquez	699.00
56156	05/18/2017	VG Donuts & Bakery Inc	Board Mtg 05/03/17	29.65
56157	05/18/2017	Vinje & Middleton Engineering Inc	Compaction Test - Alessandro Trail	858.75
56158	05/18/2017	Vista Firestone Brake & Smog	Tire & Mounting - CG1	104.47
	05/18/2017		Wheel/Tire Mount - T4	336.34
56159	05/18/2017	Volt	Temporary Service PE 04/30/17	437.52
56160	05/18/2017		Temporary Service PE 04/23/17	437.52
56161	05/18/2017	Vortex Industries Inc	Maintenance of Roll-up Doors	484.95
56162	05/18/2017	Vulcan Materials Company and Affiliates	Cold Mix	1,977.74
56163	05/18/2017	Waterless Company Inc	Maintenance Supplies	286.64
56164	05/18/2017	Weseloh Chevrolet	Front Body Air Dam - Truck 57	49.23
	05/18/2017		Brake Release, Cable, Fuel Door Bumper - Truck 73	23.53
56165-56169	05/24/2017	Refund Checks 56165-56169	Customer Refunds	1,029.12
56170	05/24/2017	ABABA Bolt	Alloy Bolts, Drill Bit	57.05
	05/24/2017		Alloy Bolts	35.95
56171	05/24/2017	Advanced Chemical Transport Inc	Hazard and Universal Waste Disposal	2,128.96
56172	05/24/2017	Airgas USA LLC	Argon Lease Renewal 06/04/17-06/03/18	110.00
56173	05/24/2017	Servpro of North Vista/San Marcos	Emergency Service - Water Damage	18,118.53
56174	05/24/2017	Basic pacific	Flexible Benefit Service/Cobra 05/2017	254.00
56175	05/24/2017	Best Best & Krieger LLP	Legal 04/2017	775.00
56176	05/24/2017	Big Drip Plumbing	Meter Tie Backs	4,750.00
56177	05/24/2017	California Crane Safety Consulting	Pump Rig Inspection	670.00
56178	05/24/2017	Cass Construction, Inc	Flume Relocation for Tract 932 - Construction	289,068.85
56179	05/24/2017	Cecilia's Safety Service Inc	Traffic Control - Lobelia Dr/Robelini Dr	3,187.50
	05/24/2017		Traffic Control - N Melrose Dr	3,140.00

Payment Number	Payment Date	Vendor	Description	Amount
56180	05/24/2017	Craneworks Southwest Inc	Diagnose Crane Cylinder Drop - Truck 7	304.63
56181	05/24/2017	Diamond Environmental Services	Portable & Stationary Restroom Service	216.22
	05/24/2017		Portable Restroom Service	102.30
	05/24/2017		Portable Restroom Service	86.46
56182	05/24/2017	Digital Deployment, Inc	Website Hosting, Maintenance & Support	300.00
56183	05/24/2017	D & H Water Systems, Inc	Chlorine Sensor	1,536.04
56184	05/24/2017	El Camino Rental	Concrete	200.26
	05/24/2017		Concrete	200.26
56185	05/24/2017	Electrical Sales Inc	Electrical Fittings	628.45
56186	05/24/2017	Eurofins Eaton Analytical Inc	Lead Samples	30.00
56187	05/24/2017	Evoqua Water Technologies LLC	DI Bottle Rental	248.54
56188	05/24/2017	FedEx	Express Shipping	27.20
56189	05/24/2017	Flyers Energy, LLC	Fuel	61.83
56190	05/24/2017	D.H. Maintenance Services	Janitorial Service 05/2017	1,850.00
56191	05/24/2017	GLC-(CA) Vista LLC	Solar Power 04/2017	6,974.84
56192	05/24/2017	Glennie's Office Products Inc	Office Supplies	234.02
56193	05/24/2017	Hach Company	Lab Supplies	843.02
56194	05/24/2017	Hall Land Company Inc	Deposit Refund	6,724.00
56195	05/24/2017	Hawthorne Machinery Co	Repair Manual - L4	52.50
56196	05/24/2017	HD Supply Waterworks	Pipe, Hex Bolt & Nut Kit	1,059.10
56197	05/24/2017	Horton Knox Carter & Foote LLP	Legal 04/2017	28,125.00
56198	05/24/2017	Iron Mountain Records Management	Offsite Data Storage	134.53
56199	05/24/2017	Joe's Paving	Patch Paving	1,233.25
56200	05/24/2017	KEH & Associates, Inc	Pipeline Replacement Design 04/2017	82,213.30
56201	05/24/2017	Lawnmowers Plus Inc	Concrete Saw Starter w/cover	65.03
56202	05/24/2017	Leon Perrault Trucking & Materials	Transportation & Material 04/2017	12,848.00
56203	05/24/2017	Liebert Cassidy Whitmore	Training 06/06/2017	70.00
56204	05/24/2017	Major League Pest/Gemini Pest Control	Bee Removal	85.00
	05/24/2017		Bee Removal	85.00
	05/24/2017		Bee Removal (9)	765.00
56205	05/24/2017	Moody's	Dump Fees (2)	400.00
	05/24/2017		Dump Fees (2)	400.00
56206	05/24/2017	Mutual of Omaha	LTD/STD/Life Insurance 06/2017	6,443.82
56207	05/24/2017	NAPA Auto Parts	Door Panel Retainer, Tire Patch, Silicone Spray	14.58
56208	05/24/2017	North County Auto Parts	Carb Cleaner	77.16
	05/24/2017		Oil Filters, Wire, Washer Fluid	121.74
56209	05/24/2017	On Hold Marketing Systems	On Hold Telephone Message	220.00

Payment Number	Payment Date	Vendor	Description	Amount
56210	05/24/2017	One Source Distributors	Protective Bags for Respirator Masks (40)	625.69
56211	05/24/2017	Pacific Metrology	Thermometer Calibration (4)	300.00
56212	05/24/2017	Pacific Pipeline Supply	Air Vac Enclosure	426.93
	05/24/2017		Cap	175.17
	05/24/2017		Material for Main Leak Repair	180.64
	05/24/2017		Wrap Material	457.72
56213	05/24/2017	R & B Automation	Auma Motorized Valve Actuators (2)	20,864.71
56214	05/24/2017	Ramco Petroleum	Fuel 04/2017	1,915.93
56215	05/24/2017	San Diego IPMA-HR	Membership Renewal 07/01/17-06/30/18	195.00
56216	05/24/2017	SignArt	2017 Landscape Contest Yard Sign	26.94
56217	05/24/2017	SiteOne Landscape Supply, LLC	Expansion Repair Couplings	1,064.25
	05/24/2017		PVC Tee Fittings, Cement	20.23
56218	05/24/2017	Spok, Inc	Pagers	32.88
56219	05/24/2017	State Water Resources Control Board	SWRCB System Fees 07/01/16-06/30/17	56,389.00
56220	05/24/2017	Tegriscap Inc	Landscaping Maintenance Service	1,974.00
56221	05/24/2017	Tyler Technologies Inc	Maintenance 06/2017 - 05/2018	15,527.40
56222	05/24/2017	Underground Service Alert of Southern California	DigAlert New Tickets 04/2014	429.00
56223	05/24/2017	UniFirst Corporation	Uniform Service	344.59
56224	05/24/2017	Vista Firestone Brake & Smog	Tire & Mounting - T23	143.61
56225	05/24/2017	Vulcan Materials Company and Affiliates	Cold Mix	1,981.25
56226	05/24/2017	WaterISAC	Membership 2017	1,999.00
56227	05/24/2017	WilmerHale	2nd Success Fee	94,250.00
56228	05/24/2017	WM LampTracker Inc	Batteries/Florescent Lamps Removal	526.00
<b>Grand Total:</b>				<b>781,864.55</b>





## STAFF REPORT

Agenda Item: 7

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Lisa Soto  
**Approved By:** Eldon Boone

**SUBJECT:** RESOLUTION COMMENDING DIRECTOR OF WATER RESOURCES DON SMITH FOR EXEMPLARY SERVICE

**RECOMMENDATION:** Adopt a resolution commending Don A. Smith, Director of Water Resources, for exemplary service to the District with regard to the San Luis Rey Indian Water Rights Settlement.

**PRIOR BOARD ACTION:** None.

**FISCAL IMPACT:** None.

**SUMMARY:** Don A. Smith has faithfully served the District as Director of Water Resources for nearly 17 years. He has continually demonstrated a remarkable service ethic and dedication to the District, which has been particularly exemplified in the negotiations of the San Luis Rey Indian water rights dispute between the Local Entities (Vista Irrigation District and the City of Escondido) and five Indian bands: La Jolla, Pala, Pauma, Rincon, and San Pasqual. On May 17, 2017, this 47-year-old dispute was finally settled.

**DETAILED REPORT:** Don's diligence, hard work, and organizational skills were instrumental in bringing closure to a multitude of issues vital to the finalization of the Indian Water Rights Settlement. His extraordinary problem solving ability helped to negotiate consensus in the signing of a very complex agreement in principle in 2008. His continued efforts helped the District to obtain a power license conduit exemption from the Federal Energy Regulatory Commission (FERC), which aided in expediting final execution of the Settlement.

Don Smith's focused efforts in recent years played a major role in resolving outstanding issues vital to the final settlement in the Indian water rights matter, including reaching agreement with the Federal government to proceed with final execution of the Settlement, which necessitated an Act of Congress (House Resolution 1296) to be signed into law by President Obama; certification by the Office of Management and Budget of the federal outlays required from the San Luis Rey Tribal Development Fund; approval of the Local Entities' Agreement; final judgment on the Settlement by the US District Court; and issuing by FERC orders to conclude its proceedings, which finally rendered the San Luis Rey Settlement effective as of May 17, 2017.

The District wishes to extend its deep gratitude and appreciation to Don A. Smith for his tireless efforts in the San Luis Rey Indian Water Rights Settlement, and his continual follow-up on the many details and issues that arose in the process, which contributed greatly to its finalization.

**ATTACHMENT:** Draft resolution

RESOLUTION OF THE BOARD OF DIRECTORS OF  
VISTA IRRIGATION DISTRICT  
HONORING DON A. SMITH  
FOR EXEMPLARY SERVICE TO THE DISTRICT  
IN THE SAN LUIS REY INDIAN WATER RIGHTS SETTLEMENT

WHEREAS, Don A. Smith has faithfully served the Vista Irrigation District as Director of Water Resources since October 30, 2000; and

WHEREAS, Don has continually demonstrated a remarkable service ethic and dedication to the District, particularly in the negotiations of the 47-year-old San Luis Rey Indian water rights dispute between the Local Entities (Vista Irrigation District and the City of Escondido) and five Indian bands: La Jolla, Pala, Pauma, Rincon, and San Pasqual, and

WHEREAS, Don's extraordinary problem solving ability helped to negotiate consensus in the signing of a very complex agreement in principle in the San Luis Rey Indian Water Rights Settlement (Settlement); his continued efforts helped the District to obtain a power license conduit exemption from the Federal Energy Regulatory Commission (FERC), which aided in expediting final execution of the Settlement; and

WHEREAS, Don's diligence, hard work, and organizational skills were instrumental in bringing closure to a multitude of issues vital to the finalization of the Settlement, including reaching agreement with the Federal government to proceed with final execution of the Settlement, which necessitated an Act of Congress (House Resolution 1296) to be signed into law by President Obama; certification by the Office of Management and Budget of the federal outlays required from the San Luis Rey Tribal Development Fund; approval of the Local Entities' Agreement; final judgment on the Settlement by the US District Court; and issuing by FERC orders to conclude its proceedings, which finally rendered the San Luis Rey Settlement effective as of May 17, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby extend its deep gratitude and appreciation to Don A. Smith for his tireless efforts in the San Luis Rey Indian Water Rights Settlement, and his continual follow-up on the many details and issues that arose in the process, which contributed greatly to its finalization.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 7<sup>th</sup> day of June 2017.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Marty Miller, President

ATTEST:

\_\_\_\_\_  
Lisa R. Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



**STAFF REPORT**

**Agenda Item: 8**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Brett Hodgkiss, Don Smith, and Brian Smith**  
**Approved By: Eldon Boone**

SUBJECT: DIVISION REPORTS

RECOMMENDATION: Note and file informational report.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Previous month's and anticipated activities are reported by each division.

**ENGINEERING DIVISION**

*May*

- Mainline Replacements – Continued working on design of main replacement projects.
- The District has replaced approximately 5.8 miles of Nipponite pipe since 2002. Of the 11.3 miles of Nipponite pipe remaining in the system, replacement of 4.2 miles is currently in design and 0.6 mile is in construction.
- Beehive Bench & Siphon – Infrastructure Engineering Corporation continued evaluating rehabilitation alternatives.
- Flume Relocation (Hidden Valley Estates) – Cass Construction continued on flume relocation work.
- Master Plan Update – HDR continued on master planning efforts.
- HP Reservoir Rehabilitation – Richard Brady and Associates (Brady) continued tank footing extension work. See cost estimate / bid summary table attached.

*June*

- Mainline Replacement Projects in design (current projects): Lobelia Dr., Primrose Ave.\*, Pvt. Rd. between Taylor St. and Kevin Dr.\*, North Citrus Ave.\*, Barbara Drive, Pala Vista Dr., Copper Dr.\*, Delta Ln.\*, Hackamore Rd., San Luis Rey Ave. \*, Cathan Lane, Buena Village Dr., York Dr. (Pvt Rd.), Lonsdale Ln.\*, Rosario Ln.\*, Catalina Ave.\*, Quails Trail\*, Peach Grove Lane, Via Christina, Robinhood Rd., Lower Ln., Easy St., Vista Grande Dr.\*, Green Hills Way, Elevado Road.
- Mainline Replacement Projects in planning (future projects): Lita Lane, Camino Ciego\*, Mar Vista Dr., Miramar Dr., Marine View Dr., E. Vista Way, Mason Rd., Lado De Loma, Eddy Dr., Camino Patricia, Camino Corto, Nordahl Rd.\*, HN Line- Gopher Canyon to Fairview Dr., N. Citrus Ave., Nevada Ave., Lemon Ave., Buena Creek Rd.\*, Via Christina, S. Santa Fe Pipeline, Rancho Vista Rd., Bandini Place, McGavran Dr., Ora Avo Dr., Shale Rock, San Clemente Ave.\*, San Clemente Way\*, La Mirada, Crescent Dr., Descanso Ave., Pump Station No. 10 By-Pass – Blue Bird Canyon.
- Mainline Replacements (consultant projects) – KEH and Associates to continue with design for: Osborne St.\*, North Santa Fe Ave.\*, Taylor St.\*, Goodwin Dr.\*, Rush Ave.\*, Portia Ave.\*.
- City of Vista Projects – (Paseo) South Santa Fe Streetscape Improvements: Phase II along South Santa Fe Avenue from Ocean View Drive to Terrace Drive (CIP #8289); Phase III along South

Santa Fe Avenue from Terrace Drive to Civic Center Drive (CIP #8291). Coordinate design of water improvements associated with City street improvements. Prepare contract documents and construction contract with City. The City anticipates awarding their construction contract in the summer and beginning construction in the fall.

- Flume Relocation (Hidden Valley Estates) – Cass Construction to continue with flume relocation work.
- Master Plan Update – HDR to continue with master planning efforts.
- HP Reservoir Rehabilitation – Brady to complete tank footing extension work and begin pre-stressed cable installation.

\*Nipponite pipe

## FIELD SERVICES AND WATER RESOURCES DIVISION

### VID Water Production April 2017

Description	Current Month Production		Average Production of Last 12 Months		Total, Fiscal Year-to-Date
	(mgd)	(af)	(mgd)	(af)	(af)
<b><i>VID's EVWTP Water Production</i></b>					
Local Water	0.00	0.00	1.22	114.85	858.40
SDCWA Raw Water	0.00	0.00	7.03	656.66	6,238.50
<b>Subtotal (EVWTP Water Production)</b>	<b>0.00</b>	<b>0.00</b>	<b>8.25</b>	<b>771.51</b>	<b>7,096.90</b>
Oceanside Contract Water	0.00	0.00	1.12	104.08	1,167.40
SDCWA Treated Water	16.49	1,518.00	5.85	547.63	5,759.30
<b>TOTAL WATER PRODUCTION</b>	<b>16.49</b>	<b>1,518.00</b>	<b>15.22</b>	<b>1,423.22</b>	<b>14,023.60</b>

Lake Henshaw and Warner Ranch Wellfield statistics are summarized as follows:

#### Lake Henshaw

Storage as of May 31, 2017:	13,316 af (26% of 51,774 af capacity)
Current releases:	15 cfs weekdays; 20 cfs weekends
Change in storage for month of April:	1,007 af (loss)
Total releases for month of April:	637 af
Hydrologic year-to-date rain total:	34.45 inches (May 31, 2017)
Percent of yearly average rain:	143% (30-year average: 24.09 inches)
Percent of year-to-date average rain:	144% (30-year average through May: 23.96 in.)

#### Warner Ranch Wellfield

Number of wells running in April:	1*
Total production for month of April:	14 af*
Average depth to water table (April):	121 ft (see attached historical water table chart)

\* Wellfield in maintenance/cattle water mode

**Electrical Energy Use at VID Headquarters**

**April 2017**

<b>Description</b>	<b>Current Month Production</b>	<b>Average of Last 12 Months</b>	<b>Total, Fiscal Year-to-Date</b>
	(kWh)	(kWh)	(kWh)
Solar Production (\$0.16 per kWh)	43,269	33,592	322,153
Power purchased from Direct Energy (\$0.05 per kWh)	3,602	14,320	161,789
<b>TOTAL ELECTRICAL ENERGY USE</b>	<b>46,871</b>	<b>47,912</b>	<b>483,942</b>

**May**

- Water Quality Calls/Incidents for May – received one odor and one discolored water call. Discolored water was related to a system shutdown and was resolved with flushing. The odor call was determined to be a private issue.
- Continued main line replacement of 6” steel pipe on Lobelia Drive and Primrose Avenue – install 4,300’ of various size PVC, 49 services and 9 hydrants.
- Completed main line replacement of 8” AC and 2 ½” PVC pipe on Taylor Street (private easement) – installed 250’ of 8” and 150’ of 4” PVC and four services.
- Cleaned brush and vegetation from Henshaw Dam spillway and downstream dam faces.
- Met with representatives of the Metropolitan Water District of Southern California (Metropolitan), the San Diego County Water Authority (Water Authority), and the US Bureau of Reclamation regarding the effectiveness of the San Luis Rey Indian Water Rights Settlement Agreement, and discussed the exchange and conveyance of Supplemental Water to the Settlement Parties.
- Paid Wilmer Cutler Pickering Hale & Dorr LLP their final success fee of \$94,250 payable upon the effectiveness of the Settlement Agreement.

**June**

- Continue main line replacement of 6" steel pipe on Lobelia Drive and Primrose Avenue – install 4,300’ of various size PVC, 49 services and 9 hydrants.
- Start main line replacement on North Citrus Avenue - 200' of Nipponite pipe.
- Start main line installation of 8" PVC pipe on Barbara Drive (work performed for developer).
- Layout and begin potholing on Copper Avenue/Delta Lane to replace approximately 3,150' of Nipponite and steel pipe.
- Coordinate implementation of Conveyance Agreement with Settlement Parties, Metropolitan and the Water Authority.

ATTACHMENTS: Lake Henshaw Resort, Inc., Activity Reports – March 31, 2017  
 VID's Warner Wellfield - Water Table Depth vs. Monthly Wellfield Production

**ADMINISTRATION DIVISION**

**May**

- **The District’s total water production for April 2017 was 1,518 acre-feet (AF) compared to 1,572 AF in 2013, representing a 3 percent decrease. For the twenty-three month period ended April 30, 2017 that the State has mandated conservation standards, the District’s total water production has decreased by 15 percent when compared to a twenty-three month period using 2013 data. The District’s State mandated conservation standard, which was rescinded on April 26, was 0%.**

- Attended Association of California Water Agencies 2017 Spring Conference
- Mailed notice regarding the availability of the Consumer Confidence Report (annual water quality report) on-line beginning July 1, 2017 with water bills.
- Issued news release announcing landscape contest winner.
- Participated in Vista Strawberry Festival.
- Continued coordinating finalization of the District Budget.
- Completed recruitment for Laborer position. Efrain Hernandez accepted a job offer for this position.
- Began recruitment for Water Resources Specialist position.
- Coordinated training on summer safety issues, including heat related illness, for field personnel.

### *June*

- Issue a news release announcing the availability of the Consumer Confidence Report online beginning July 1, 2017.
- Participate in City of Vista Summer Fun Fest event.
- Participate in California Special Districts Association Fiscal Committee teleconference meeting.
- Continue recruitment for Water Resources Specialist position.
- Host Water Utility Safety Managers Association meeting.
- Host Association of California Water Agencies Joint Powers Insurance Authority Regional Human Resources training.
- Coordinate training on fall protection for field personnel. This training is open to other water agencies.

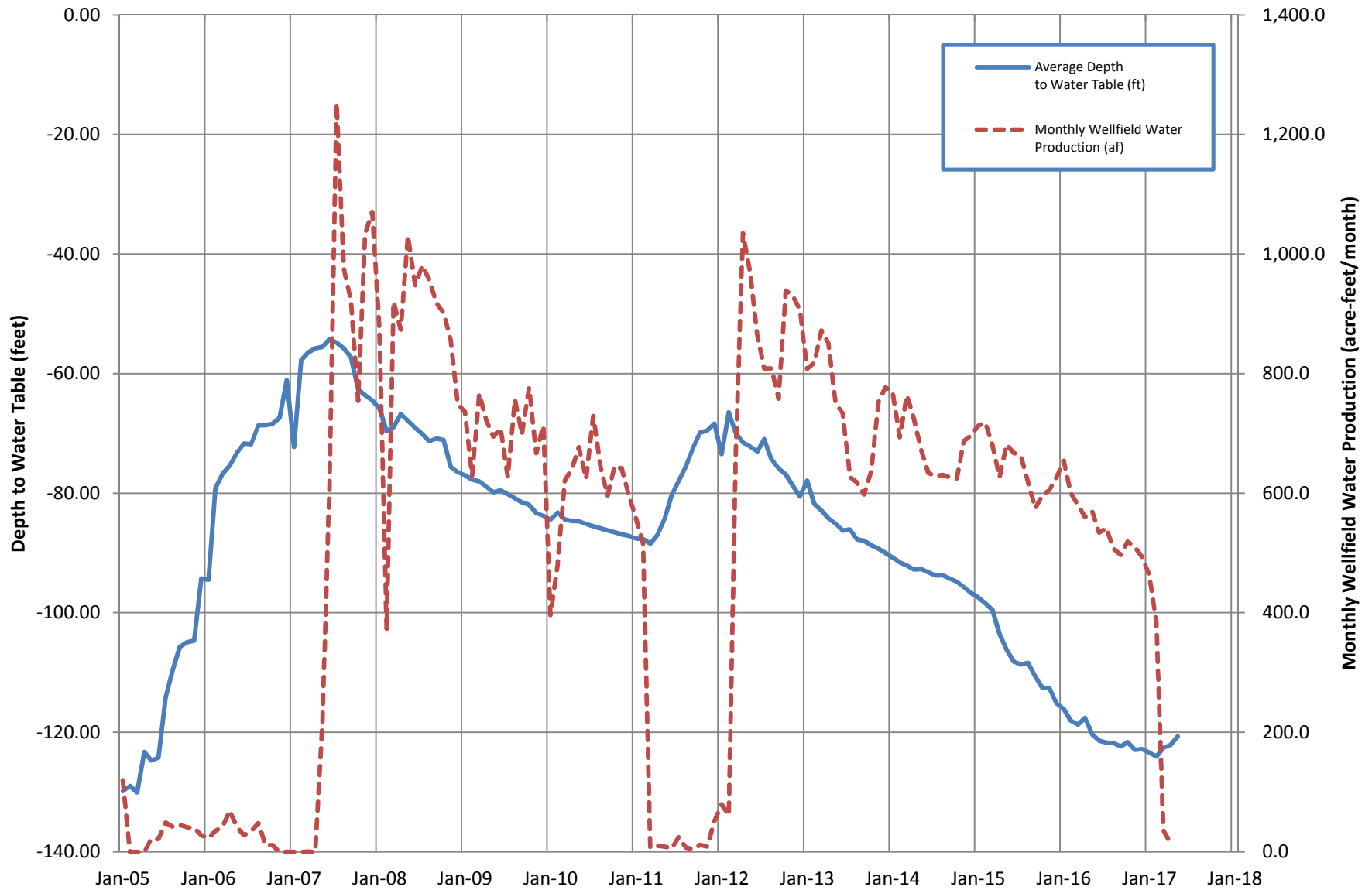


**LAKE HENSHAW RESORT, INC.  
ACTIVITY REPORT  
AS OF MARCH 31, 2017**

	2016 Mar	2016 Apr	2016 May	2016 Jun	2016 Jul	2016 Aug	2016 Sep	2016 Oct	2016 Nov	2016 Dec	2017 Jan	2017 Feb	2017 Mar	12 MO AVG
Fishing Permits	591	699	650	772	835	617	573	356	285	80	109	83	344	450
Boat Launches	14	26	32	62	24	3	2	5	2	0	0	1	3	13
Motor Boats (full day rental)	27	52	55	59	56	49	24	13	1	13	14	0	7	29
Motor Boats (half day rental)	3	8	3	12	9	8	5	9	2	0	0	0	0	5
Campground/Head Count	153	194	2,124	659	1,642	1,159	1,294	749	205	115	77	54	284	713
Campground/Cars, Trucks, etc.	128	284	797	283	848	386	406	347	137	17	12	15	214	312
Campground/Recreational Vehicles	21	15	16	6	13	6	9	10	19	6	0	3	6	9
Mobile Home/Spaces	61	62	62	62	62	62	62	63	64	65	65	66	68	64
M.H.P. Daily (Visitors/Head Count)	12	23	22	53	6	12	18	0	0	0	0	0	0	11
M.H.P. (Residents/Head Count)	84	86	84	84	84	84	84	89	96	98	98	99	99	90
Storage	3	1	4	4	4	4	4	2	3	6	4	7	6	4
Cabins	231	166	174	127	109	191	238	211	248	167	109	112	169	168
Hunters	0	0	0	0	0	0	0	0	0	131	78	0	0	17

# VID's Warner Wellfield

## Water Table Depth vs. Monthly Wellfield Production





## HP RESERVOIR CONSTRUCTION COST ESTIMATE AND BID SUMMARY

ITEM	ESTIMATE	ACTUAL BID / QUOTE	UNDER / (OVER)
<b>Tank Rehab</b>			
Demo existing gunite and wire, abrasive blast wall	\$150,000	\$150,000	\$0
Extend wall footing	\$310,000	\$204,215	\$105,785
Install prestressing/seismic strand and shotcrete	\$845,300	\$880,000	(\$34,700)
Floor/wall joint mastic, backer-rod/Sikaflex, floor crack epoxy	\$160,000	\$73,750	\$86,250
<b>Abatement and Demo</b>			
Remove floor/wall mastic patch, encapsulate lead-paint	\$7,500	\$3,500	\$4,000
Disposal of gunite and wire	\$75,000	\$55,000	\$20,000
Demo and dispose existing roof/columns and tank footing, cut and cap roof columns	\$285,000	\$295,100	(\$10,100)
<b>Aluminum Roof</b>	\$650,000	\$497,195	\$152,805
<b>Miscellaneous Items</b>			
Special inspection services	\$12,000		
Bonds	\$53,000	\$35,848	\$17,152
Interior SS staircase / exterior galv. staircase	\$115,000	\$229,897	(\$114,897)
Exterior painting of tank	\$30,000	\$32,452	(\$2,452)
Site office and sanitary	\$8,000	\$4,426	\$3,574
<b>Site Restoration and Yard Piping Improvements</b>			
Replace perimeter fence 750 lf and entry gate	\$28,400		
Remove and replace perimeter asphalt 12,000 est. sf	\$100,800		
Yard piping improvements	\$170,000	\$106,325	\$63,675
<b>Total (Construction Budget)</b>	<b>\$3,000,000</b>	<b>\$2,567,708</b>	<b>\$291,092</b>



## STAFF REPORT

Agenda Item: 9

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Randy Whitmann  
**Reviewed By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

**SUBJECT:** AMENDMENT OF CONSTRUCTION SUPPORT SERVICES AGREEMENT FOR VISTA FLUME RELOCATION PROJECT

**RECOMMENDATION:** Authorize the General Manager to amend the Agreement for Professional Services with Infrastructure Engineering Corporation for inspection and construction support services for a total amount not to exceed \$116,000 for the Vista Flume Relocation Project.

**PRIOR BOARD ACTION:** On June 22, 2016, the Board approved the Vista Flume Relocation Project and the Flume Relocation Reimbursement Agreement with Shea Homes Limited Partnership.

On September 21, 2016, the Board authorized the General Manager to enter into a construction contract with Cass Construction, Inc. in the amount of \$1,763,611 and an Agreement for Professional Services with Infrastructure Engineering Corporation for inspection and construction support services in an amount not to exceed \$87,000 for the Vista Flume Relocation Project.

**FISCAL IMPACT:** The proposed amendment would increase the as-needed construction support agreement amount by \$29,000 (from \$87,000 to \$116,000). Under the terms of the Reimbursement Agreement with Shea Homes Limited Partnership, project construction costs are shared between the parties. However, inspection and construction support services costs are paid solely by the District.

**SUMMARY:** Shea Homes Limited Partnership (Shea) is constructing a 179 lot residential subdivision, Canyon Grove Estates (formerly Hidden Valley Estates), located north of Vista Verde Drive in the City of Escondido. Through a reimbursement agreement executed in June 2016, Shea and the District have partnered to relocate a portion of the flume to an underground pipeline through the project. The flume relocation is currently being constructed by Cass Construction, Inc., and Infrastructure Engineering Corporation (IEC) has been providing as-needed construction support services for the District.

**DETAILED REPORT:** Construction of the flume relocation began in November 2016 and had a scheduled completion date of May 2017, which allowed flexibility for the District to keep the flume in service during the San Diego County Water Authority 10-day aqueduct shutdown in March. With approved rain delays and a design change currently under review, construction is now anticipated to continue through June. IEC's contract budget for construction support services estimated a certain level of effort required to oversee the project, which includes attending progress meetings, project coordination, inspection, and review and approval of shop drawings, submittals, requests for information, and progress payments. The budget was developed prior to any review of the contractor's detailed submittal list, schedule, or estimated number of work days, and it has been determined to be insufficient to complete the project. Certain tasks related to review of plans (related to design changes), project coordination, and inspection have taken longer than anticipated (e.g., the inspection and project coordination tasks, which constitute the bulk of the effort, assumed the equivalent of 90 calendar days at 6 hours per day would be required and underestimated the actual time spent). IEC is nearing the contract's not to exceed amount and estimates the requested additional budget amount of \$29,000 is necessary to continue assisting the District and complete the project.

**ATTACHMENT:** IEC letter dated May 31, 2017



May 31, 2017

Mr. Randy Whitmann, PE  
Engineering Project Manager  
Vista Irrigation District  
Vista, CA 92081

**Reference: Budget Increase Request for Construction Support and Inspection Services for  
*"Flume Relocation for the City of Escondido, Tract 932 Improvements"***

Dear Mr. Whitman:

This letter is being provided as a request for an increase in our approved budget for construction support and inspection services on the District's *"Flume Relocation for the City of Escondido, Tract 932 Improvements"*. In July of 2016 we were requested by the District to provide an estimate to provide construction support and inspection services on the subject project. IEC began providing services in November of 2016 and currently continues to provide these services.

IEC developed our estimated fee based on documents and information provided to us by the District. These included project bid specifications and plan set, as well as an estimated construction schedule of 90 calendar days.

Though IEC always strives to provide the requested services within the initial budget, the construction schedule has been extended for reasons outside of our control. Currently the construction schedule has exceeded 120 calendar days and work still remains to be completed. Understanding that the District would like IEC to continue to assist with inspection and management for the remainder of the project we have prepared an estimate of additional hours we think will be needed to complete the project.

IEC needs to request the District approve an additional \$28,320.00 (Twenty-Eight Thousand, Three Hundred and Twenty Dollars) to our original budget to account for the remaining schedule. The estimated hours and associated personnel included in this request are presented below:

- Construction Engineer, **David Padilla PE**  
**Construction Engineering Support** 15 hrs @ \$180/HR \$ 2,700.00
- Construction Manager, **Scott Adamson PE**  
**Construction Management** 15 hrs @ \$160/HR \$ 2,400.00
- Construction Inspection, **Lucas Findlay EIT**  
**Construction Management** 172 hrs @ \$135/HR \$ 23,220.00

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<b>Total</b>	<b>\$ 28,320.00</b>
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We sincerely appreciate the opportunities to provide this proposal and assist the District with this project. Please contact me at (858) 413-2400 should you have any questions or need further information.

Sincerely,



Scott Adamson, P.E.  
Construction Services Manager



## STAFF REPORT

Agenda Item: 10

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

**SUBJECT:** ADDENDUM TO AGREEMENT WITH HORTON, KNOX, CARTER & FOOTE FOR SPECIAL COUNSEL SERVICES

**RECOMMENDATION:** Authorize the General Manager to execute an addendum to the District's agreement for services with Horton, Knox, Carter and Foote, LLP to retain the services of John Carter as District's Special Counsel on matters pertaining to the San Luis Rey Indian Water Rights Settlement for \$12,000 per month during fiscal year 2018.

**PRIOR BOARD ACTION:** On August 5, 2008, the Board authorized the General Manager to retain the services of Horton, Knox, Carter and Foote, LLP as the District's Special Counsel for Indian water rights issues. On March 6, 2013, the Board authorized the General Manager to renew the agreement with Horton, Knox, Carter and Foote, LLP on a year-to-year basis until terminated by either party.

**FISCAL IMPACT:** \$144,000 plus reimbursable expenses.

**SUMMARY:** Horton, Knox, Carter and Foote, LLP, more specifically John Carter, has served as the District's Special Counsel on matters pertaining to Indian water rights since August 2008. Mr. Carter played an integral role in negotiating and crafting of the San Luis Rey Indian Water Rights Settlement (Settlement) Agreement as well as the final disposition of the United States District Court (Court) cases. With the Court issuing its final judgement, the Settlement has moved to the implementation phase, which will be handled by District staff; however, there will be issues that arise during implementation that the District will need legal assistance.

**DETAILED REPORT:** The current agreement with Horton, Knox, Carter and Foote, LLP contains a fee schedule (Exhibit B) based on an hourly rate (\$375/hour) for services rendered plus reimbursement for out-of-pocket expenses. The addendum amends the fee schedule to change the pay rate from hourly to a fixed, monthly retainer fee of \$12,000 plus reimbursable expenses. This change will allow the District to retain the services of Mr. Carter to advise it on legal issues related to Settlement implementation as well as control/lower its legal expenses related to the Settlement.

The addendum changes the payment terms of the agreement from 30 days from receipt of statement to the 1<sup>st</sup> day of the following month, and the term of the agreement from year-to-year to one year. The one year term will allow the District to evaluate the level of service needed the following year; the new term of the agreement will be from July 1, 2017 through June 30, 2018.

Additionally, the addendum provides that Horton, Knox, Carter and Foote, LLP may withdraw from the agreement with District's consent, for good cause or if permitted pursuant to the Rules of Professional Conduct of the State Bar and/or applicable law. All other provisions of the current agreement remain in full force and effect.

**ATTACHMENTS:** Agreement for Services with Horton, Knox, Carter and Foote, LLP  
Addendum to Agreement

AGREEMENT FOR SERVICES  
BETWEEN VISTA IRRIGATION DISTRICT AND  
HORTON, KNOX, CARTER & FOOTE, LLP

This agreement is made and entered into as of March 6, 2013, by and between the VISTA IRRIGATION DISTRICT (hereinafter referred to as DISTRICT), and HORTON, KNOX, CARTER & FOOTE, LLP (hereinafter referred to as ATTORNEY, in view of the following facts:

- A. The DISTRICT is in need of services for the following project: Special Water Rights Counsel (hereinafter referred to as "the Project").
- B. ATTORNEY is duly licensed (where appropriate) and qualified to provide such services.
- C. The purpose of this agreement is to establish the terms and conditions under which the DISTRICT will retain ATTORNEY to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SERVICES**

ATTORNEY shall provide the DISTRICT the services as described in the scope of work attached hereto as Exhibit A.

**2. PAYMENT**

The DISTRICT shall pay for such services in accordance with the fee schedule attached hereto as Exhibit B. ATTORNEY shall submit itemized monthly statements for services rendered. The DISTRICT shall pay the statements within thirty (30) days of receipt. Payments shall be subject to review for compliance by the DISTRICT with the requirements of this agreement, and shall be subject to a final audit upon completion of all services. No other compensation will be paid except for work done under a supplemental agreement approved under paragraph 11, "Changes in Work."

**3. TIME OF PERFORMANCE**

ATTORNEY shall perform such services in a prompt and timely manner in accordance with the activity schedule shown in Exhibit C. In the event that the activity schedule is not adhered to due to activities or factors beyond ATTORNEY'S reasonable control, such as strikes, lockouts, work slow down or stoppage, accidents, acts of God, ATTORNEY shall have additional time to complete the performance of its services as agreed upon in writing by both parties.

**4. TERM OF AGREEMENT**

This Agreement shall continue from year to year unless either party gives notification to the other to modify or terminate it in its entirety as outlined in paragraph 16.

**5. STANDARD OF CARE**

ATTORNEY'S services will be performed in accordance with generally accepted professional practices and principles. Additionally, ATTORNEY'S services will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**6. ASSIGNMENT AND SUB-ATTORNEY**

ATTORNEY shall not assign, sublet or transfer this agreement or any rights under or interest in this agreement without the written consent of the DISTRICT, which may be withheld for any reason. Nothing contained herein shall prevent ATTORNEY from employing independent professional associates, subcontractors and investigators as ATTORNEY may deem appropriate to assist in the performance of services hereunder.

If ATTORNEY subcontracts any of the work to be performed under this agreement, ATTORNEY shall be as fully responsible to the DISTRICT for the acts and omissions of ATTORNEY's subcontractor and of the persons employed by the subcontractor, as ATTORNEY is for the acts and omissions of persons directly employed by ATTORNEY. Nothing contained in this agreement shall create any contractual relationship between any subcontractor of ATTORNEY and the DISTRICT. ATTORNEY shall bind every subcontractor and all persons employed by the subcontractor to the terms of this agreement applicable to ATTORNEY's work unless specifically noted to the contrary in the subcontract and approved in writing by the DISTRICT. It shall be the ATTORNEY's responsibility to confirm that each sub-ATTORNEY meets the minimum insurance requirements specified below.

**7. STATUS OF THE ATTORNEY**

ATTORNEY shall perform the services provided for herein as an independent contractor, and not as an employee of the DISTRICT. ATTORNEY shall be under control of the DISTRICT as to the result to be accomplished and not the means but shall consult with the DISTRICT as provided for in the scope of work.

The payment made to ATTORNEY pursuant to this agreement shall be the full and complete compensation to which ATTORNEY is entitled. The DISTRICT shall not make any federal or state tax withholdings on behalf of ATTORNEY. The DISTRICT shall not be required to pay any workers' compensation insurance on behalf of ATTORNEY.

**8. CONFLICT OF INTEREST WAIVERS**

This engagement relies upon the waivers of potential or actual conflicts of interest arising from representation of any entity or individual which might have an interest adverse to the DISTRICT, as executed by the DISTRICT, the Imperial Irrigation District and the City of Escondido in August, 2008, and attached as Exhibit D.

**9. INTEGRATION**

This agreement represents the entire understanding of the DISTRICT and ATTORNEY as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by the DISTRICT and ATTORNEY.

**10. DELIVERABLES**

All original reports, models, data, notes, calculations, programming, estimates and other similar documents relating to the project (deliverables), shall, upon payment in full for the services described in this agreement be furnished to and become the property of the DISTRICT, except as otherwise provided in paragraph 16, "Termination or Abandonment."

**11. CHANGES IN WORK**

If changes in the work seem merited by ATTORNEY or the DISTRICT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the DISTRICT in the following manner: A letter outlining the changes shall be forwarded to the DISTRICT by ATTORNEY with a statement of estimated changes in fee or time schedule. An amended agreement shall be prepared by the DISTRICT and executed by both parties before performance of such services or the DISTRICT will not be required to pay for the changes in work. Such amended agreement shall not render ineffective or invalidate unaffected portions of this agreement.

**12. COVENANTS AGAINST CONTINGENT FEES**

ATTORNEY agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for ATTORNEY, to solicit or secure this agreement, and that ATTORNEY has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this agreement. For breach or violation of this provision, the DISTRICT shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

**13. INSURANCE**

The ATTORNEY shall carry all insurance required by Federal, State, County and local laws. The ATTORNEY shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered as minimum requirements.

The ATTORNEY shall procure and maintain, during the life of this AGREEMENT, such commercial general liability and automobile liability insurance necessary to protect him and the DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT. The DISTRICT shall be named as additional primary insured on the ATTORNEY's policy without offset against their existing insurance and the certificate of insurance shall include reference to such provisions.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**Minimum Limits of Insurance**

ATTORNEY shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the



general and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.
4. Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the ATTORNEY shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the ATTORNEY; and with respect to liability arising out of work or operations performed by or on behalf of the ATTORNEY including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ATTORNEY's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.
2. For any claims related to this project, the ATTORNEY's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the ATTORNEY's insurance and shall not contribute with in.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The ATTORNEY shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policies of insurance and the receipts for payment of premiums thereon.

#### Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "B+" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

ATTORNEY shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**14. INDEMNITY - HOLD HARMLESS**

ATTORNEY expressly warrants that the work to be performed pursuant to this agreement shall be performed in accordance with the standards specified in Article 5, Standard of Care. Where approval by the DISTRICT, the General Manager or other representative of the DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve ATTORNEY of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of ATTORNEY or its subcontractors.

With regard to ATTORNEY's performance in connection with or incidental to the Project including its performance of professional services, to the fullest extent permitted by law, ATTORNEY agrees to defend, indemnify, protect and hold the DISTRICT and its officers, directors, employees, and authorized volunteers harmless from and against any and all liability, claims, damages, losses, expenses and other costs or injuries to any person or property, including costs of defense and attorneys' fees, which arise from or are connected with or are caused by the negligent acts or omissions or intentional misconduct of ATTORNEY or its subcontractors or their officers or employees, regardless of whether or not it is caused in part by any act or omission (including negligence) of a party indemnified hereunder. ATTORNEY's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the DISTRICT, its officers, directors, authorized volunteers or employees, and further provided that, if a party indemnified hereunder is actively negligent, liability shall be determined based on principles of comparative fault.

**15. LAWS AND VENUE**

This agreement shall be construed and interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the proper venue for any such action is in a state or federal court in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

**16. TERMINATION OR ABANDONMENT**

The DISTRICT has the right to terminate or abandon any portion or all of the work by giving ten (10) calendar days written notice. In such event, the DISTRICT shall be given title immediately to all original documents and products developed for that portion of the work completed and/or being abandoned. The DISTRICT shall pay ATTORNEY for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which payment request has not been received, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and ATTORNEY for the portion of such task completed but not paid prior to said termination. The DISTRICT shall not be liable for any costs other than the fees or portions thereof which are specified herein.

ATTORNEY may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this agreement through no fault of ATTORNEY.

**17. NONDISCRIMINATION CLAUSE**

ATTORNEYS doing business with the DISTRICT are expected to be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their work force.

ATTORNEY shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, sexual orientation, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by ATTORNEY in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations.

ATTORNEY agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans and Disabilities Act of 1990, and any other applicable federal and state laws and regulations hereinafter enacted.

**18. CONFORMITY TO LEGAL REQUIREMENTS**

ATTORNEY shall cause all completed deliverables to conform to all applicable requirements of law: federal, state and local. All deliverables as herein required are the property of the DISTRICT, whether the work for which they are made be executed or not. In the event this contract is terminated, all deliverables shall be delivered to the DISTRICT. ATTORNEY shall have the right to make a copy of the deliverables for his/her records.

**19. REPRODUCTION RIGHTS**

ATTORNEY agrees that all patents and copyrights which arise from creation of the work pursuant to this contract shall be vested in the DISTRICT and hereby agrees to relinquish all claims to such patents and copyrights in favor of the DISTRICT.

**20. PROHIBITED INTEREST**

No official of the DISTRICT who is authorized in such capacity on behalf of the DISTRICT to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this agreement, shall

become directly or indirectly interested personally in this contract or in any part thereof. No officer or employee of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

**21. SUCCESSORS OR ASSIGNS**

All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

**22. CONFLICT OF INTEREST**

ATTORNEY shall file a Conflict of Interest Statement with the Secretary of the Board of Directors if that is required by the DISTRICT's Conflict of Interest Code. ATTORNEY is responsible for determining if they are an "ATTORNEY" for purposes of the Political Reform Act and such code and for compliance with any applicable financial disclosure requirements.

ATTORNEY shall not make or participate in making or in any way attempt to use ATTORNEY's position to influence a governmental decision in which ATTORNEY knows or has reason to know ATTORNEY has a financial interest other than the compensation promised by this agreement. ATTORNEY represents that ATTORNEY has diligently conducted a search and inventory of ATTORNEY's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that ATTORNEY does not, to the best of ATTORNEY's knowledge, have an economic interest which would conflict with ATTORNEY's duties under this agreement. ATTORNEY will not have such interest during the term of this agreement. ATTORNEY will immediately advise the General Counsel of DISTRICT if ATTORNEY learns of an economic interest of ATTORNEY's during the term of this agreement.

**23. ORGANIZATION**

ATTORNEY proposes to assign John Penn Carter as Principal Attorney for this engagement, to provide supervision and have overall responsibility for this agreement for ATTORNEY. The Principal Attorney shall not be removed from the project or reassigned without prior approval of the DISTRICT. No subcontracting of these professional services shall be made without prior approval of the DISTRICT.

DISTRICT proposes to assign Roy Coox as Project Manager to provide overall responsibility for this agreement for DISTRICT.

**24. NOTICE**

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081

Attn: Roy Coox, General Manager

ATTORNEY:  
Horton, Knox, Carter & Foote, LLP  
1221 West State Street  
El Centro, CA 92243

Attn: John Penn Carter

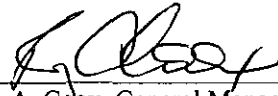
and shall be effective upon the earlier of actual receipt or three (3) business days after having been deposited in the mail postage prepaid, registered, or certified.

25. **SIGNATURES**

The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.


VISTA IRRIGATION DISTRICT

By:   
Roy A. Coox, General Manager

Date: March 6, 2013

ATTORNEY

Tax I.D. Number: 76-0841670

By:   
John Penn Carter, Attorney

Date: February 10, 2013

## EXHIBIT A

### SCOPE OF WORK

#### Duties

ATTORNEY will perform services for the DISTRICT on an as-needed basis. Duties and responsibilities shall include the following:

1. Attendance at meetings of the Board of Directors of the DISTRICT, as requested by the Board, for the purpose of providing legal services, status reports, and consultation;
2. Attendance at such other meetings, including negotiations sessions, as requested by the President, Board of Directors, General Manager, or other designee;
3. Preparation of draft agreement terms related to the San Luis Rey Indian water rights settlement, as well as documents, correspondence, proposals, resolutions, and the like concerning the DISTRICT'S water rights issues;
4. Preparation of written legal opinions on matters concerning the DISTRICT'S water rights, particularly as they relate to the settlement, at the request of the Board, General Manager or designee;
5. Analysis of proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the DISTRICT related to water rights issues, particularly as they relate to the settlement process;
6. Consultation with DISTRICT staff and/or the DISTRICT'S General Counsel regarding legal questions, litigation, and other matters concerning DISTRICT business, as requested (that may not otherwise be covered by District agreements with other legal resources);
7. Engaging in negotiations among the Settlement Parties and other related entities as necessary to protect the District's interests in regards to the settlement; and
8. Such other activities as directed by the President, Board of Directors, General Manager, or other designee.

#### Restrictions

ATTORNEY shall not initiate a compromise, settlement or release of any litigation, claim, or arbitration in which the DISTRICT is involved, except as directed by the DISTRICT. ATTORNEY shall not represent the DISTRICT before any other governmental or non-governmental entity, whether federal, state or local, unless so directed by the DISTRICT.

#### Principal Attorneys

John Penn Carter will be the principal ATTORNEY assigned to handle the DISTRICT'S affairs as set forth in this Agreement. Other ATTORNEYS in the firm may be assigned to the DISTRICT'S work tasks at John Penn Carter's discretion, subject to approval by the DISTRICT.

#### Alternate Attorney

In the event that John Penn Carter is unavailable, the DISTRICT should contact the following ATTORNEYS (in the following order) to handle any work that needs immediate attention:

1. Orlando Foote
2. Mercedes Zaragoza Wheeler
3. Margarita Haugaard

**EXHIBIT B**  
**Fee Schedule**

The DISTRICT will pay ATTORNEY according to the schedule of hourly rates set forth below.

SCHEDULE OF FEES:

John Penn Carter	\$375
Orlando B. Foote	\$350

ATTORNEY shall also be reimbursed for actual out-of-pocket expenses associated with this engagement, including expenses associated with travel to or outside of the region. Travel expenses will be reimbursed for actual travel costs only and not for travel time unless specifically spent on matters associated with this engagement.

**EXHIBIT C**

**ACTIVITY SCHEDULE**

The activity schedule will be determined by the DISTRICT's General Manager in consultation with the ATTORNEY.



**EXHIBIT D**

**CONFLICT OF INTEREST WAIVERS**

The attached Conflict of Interest Waivers have been executed by the DISTRICT, the Imperial Irrigation District, and the City of Escondido.

ORLANDO B. FOOTE.  
JOHN PENN CARTER, A.P.C.  
MERCEDES Z. WHEELER, A.P.C.

MARGARITA HAUGAARD

OF COUNSEL  
WILLIAM H. SWAN

HORTON, KNOX, CARTER & FOOTE, LLP  
ATTORNEYS AT LAW  
509 S. EIGHTH STREET  
EL CENTRO, CALIFORNIA 92243  
TELEPHONE (760)352-2821  
TELECOPIER (760)352-8540

E-MAIL: [jcarter@hkcf-law.com](mailto:jcarter@hkcf-law.com)  
[www.hkcf-law.com](http://www.hkcf-law.com)

BRAWLEY OFFICE  
195 SOUTH SECOND STREET  
BRAWLEY, CALIFORNIA 92227  
TELEPHONE (760) 344-2360

SAN DIEGO OFFICE  
1230 COLUMBIA, SUITE 550  
SAN DIEGO, CALIFORNIA 92101-3536  
TELEPHONE (619)595-0220

August 8, 2008

Jeffrey R. Epp  
City Attorney  
City of Escondido  
Civic Center Plaza  
210 North Broadway  
Escondido, California 92025

Roy A. Coox  
General Manager  
Vista Irrigation District  
1391 Engineer Street  
Vista, California 92081-8836

Re: Consent of City of Escondido and Vista Irrigation District (Vista) to Representation  
of Vista in Connection with Indian Water Rights Issues; and Waiver of Rule 3-310

Dear Messrs. Epp and Coox:

Vista Irrigation District (Vista) has requested that Horton, Knox, Carter & Foote, LLP (the "Firm") represent it in connection with providing legal services as Special Counsel regarding Indian water rights issues (Requested Legal Services).

Mr. Paul D. Engstrand held an "Of Counsel" position with the Firm's predecessor, Horton, Knox, Carter & Foote, a general partnership (HKCF). For several years, including the time during which he was Of Counsel with HKCF, Mr. Engstrand served as Special Counsel for the City of Escondido (Escondido) in matters related to the Indian water rights issues, for which Vista has requested the Firm to serve as Special Counsel. Mr. Engstrand retired from the practice of law several years ago and has never been associated with the Firm.

Nonetheless, as attorneys, the Firm is governed by specific rules relating to representation of clients when present or potential conflicts of interest exist. Rule 3-310 of the Rules of Professional Conduct of the State Bar of California provides, in part, as set forth below.

(A) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

1. The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

2. The member knows or reasonably should know that:
  - a. the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and
  - b. the previous relationship would substantially affect the member's representation; or
3. The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or
4. The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(B) A member shall not, without the informed written consent of each client:

1. Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
2. Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
3. Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

(C) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(D) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

Because the services Paul Engstrand provided to Escondido in connection with the Indian water rights matters began before he was associated with the Firm, and his work for Escondido did not involve any current members of the Firm or any attorneys associated with HKCF, neither the Firm nor HKCF had access to any information related to his work for Escondido. Accordingly, the Firm does not believe that the representation of Vista with relation to the Requested Legal Services presently involves any actual conflicts of interest.

The Firm does not believe that the representation of Vista with relation to the Requested Legal Services presently involves any potential conflicts of interest. Although Mr. Engstrand worked for Escondido while he was associated with HKCF, we believe that the information obtained in the course of Mr. Engstrand's representation of Escondido while he was associated with HKCF was not shared with any current members of the Firm, except through casual conversation and that, in any event, such information was either not proprietary or protected by the attorney-client or attorney-work product privileges.

While we are currently unaware of any such actual or potential conflicts, we must be prepared to deal with the possibility that they may arise vis-à-vis our relationship with you and our other existing and future clients. Accordingly, we have disclosed HKCF's past representation of Escondido in matters that are not currently adverse to Vista.

The purpose of this letter is to obtain the specific consent of Escondido and Vista to the following:

1. The Firm's representation of Vista in connection with the Requested Legal Services, both now and in the future.
2. Waivers by Escondido and Vista to their rights to assert any conflicts of interest (as to the Firm) in violation of Rule 3-310 of the Rules of Professional Conduct; provided, however, that in the event a conflict arises between Escondido and Vista in any manner related to the Requested Legal Services, the Firm shall withdraw from representing either party in connection with such matter.

Please carefully consider the contents of this letter. If you consent to the Firm's representation as stated herein, then please indicate your approval by signing and dating this letter where indicated below, and return it to the Firm in the enclosed, self-addressed envelope (a duplicate copy is also enclosed for your records).

Please note that we are *not* giving you legal advice with respect to this letter because we would have a conflict of interest in doing so. Therefore, each of you is urged to seek the advice of independent counsel regarding your execution of this letter on behalf of the entities each of you represent; you should not sign this letter unless and until you have carefully considered the issues discussed herein.

If you or other legal counsel have any questions regarding this letter or need additional information, we invite you and/or such counsel to call us.

Yours truly,



John Penn Carter

for

HORTON, KNOX, CARTER & FOOTE, LLP

JPC:ta  
Enclosures

**CONSENT AND WAIVER OF RIGHTS**


Each of the undersigned has read the foregoing letter and hereby expressly and specifically consents to the terms thereof, including the Firm's representation of Vista in connection with the Requested Legal Services, both now and in the future.

Each of the undersigned has read the foregoing letter and hereby expressly and specifically waives, on behalf of the entity each represents, such entity's rights to assert any conflicts of interest (as to the Firm) in violation of Rule 3-310 of the Rules of Professional Conduct.

**AGREED AND ACCEPTED:**

City of Escondido

By


  
\_\_\_\_\_  
Jeffrey R. Epp  
City Attorney

Dated: August 18, 2008

**AGREED AND ACCEPTED:**

Vista Irrigation District

By

  
\_\_\_\_\_  
Roy A. Coox  
General Manager

Dated: August 18, 2008

ORLANDO B. FOOTE.  
JOHN PENN CARTER, A.P.C.  
MERCEDES Z. WHEELER, A.P.C.

MARGARITA HAUGAARD

OF COUNSEL  
WILLIAM H. SWAN

HORTON, KNOX, CARTER & FOOTE, LLP  
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509 S. EIGHTH STREET  
EL CENTRO, CALIFORNIA 92243  
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BRAWLEY, CALIFORNIA 92227  
TELEPHONE (760) 344-2360

SAN DIEGO OFFICE  
1230 COLUMBIA, SUITE 550  
SAN DIEGO, CALIFORNIA 92101-3536  
TELEPHONE (619)595-0220

August 6, 2008

Jeffrey M. Garber  
General Counsel  
Imperial Irrigation District  
333 East Barioni Boulevard  
Imperial, California 92251

Roy A. Coox  
General Manager  
Vista Irrigation District  
1391 Engineer Street  
Vista, California 92081-8836

Re: Consent of Imperial Irrigation District (IID) and Vista Irrigation District (Vista) to Representation of IID and Vista in Unrelated Matters; and Waiver of Rule 3-310

Dear Messrs. Garber and Coox:

Vista Irrigation District (Vista) has requested that Horton, Knox, Carter & Foote, LLP (the "Firm") represent it in connection with providing legal services as Special Counsel regarding Indian water rights issues (Requested Legal Services).

As you know, (1) the Firm (including John Penn Carter, APC [Carter] and William H. Swan [Swan]), (2) Carter (pursuant to a separate Legal Services Agreement independent of the Firm), (3) Swan (pursuant to a separate Legal Services Agreement independent of the Firm), and (4) the Firm's predecessor, Horton, Knox, Carter & Foote, a general partnership, have represented the Imperial Irrigation District (IID) in the past. Carter and Swan continue to provide legal services to IID, independent of the Firm.

As attorneys, the Firm (including Carter and Swan) is governed by specific rules relating to representation of clients when present or potential conflicts of interest exist. Rule 3-310 of the Rules of Professional Conduct of the State Bar of California provides, in part, as set forth below.

(A) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

1. The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

2. The member knows or reasonably should know that:
  - a. the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and
  - b. the previous relationship would substantially affect the member's representation; or
3. The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or
4. The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(B) A member shall not, without the informed written consent of each client:

1. Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
2. Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
3. Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

(C) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(D) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

The Firm does not believe that the representation of Vista with relation to the Requested Legal Services presently involves any actual conflicts of interest.

The Firm does not believe that the representation of Vista with relation to the Requested Legal Services presently involves any potential conflicts of interest other than the fact that certain attorneys for the Firm have had, and will continue to have, working and social relationships with agents for IID. Although the Firm (and its predecessor) has performed work for IID in matters related to water rights, water transfers, hydroelectric generation, among others, the Firm believes that the information obtained in the course of its representation of IID in connection with such issues is either not proprietary or confidential or is unrelated in any way to subject matter of the Requested Legal Services

While we are currently unaware of any such actual conflicts, we must be prepared to deal with the possibility that they may arise vis-à-vis our relationship with you and our other existing and future clients. Accordingly, we have disclosed the Firm's past and ongoing representation of IID in matters that are not currently adverse to Vista as well as the fact that Carter and Swan may provide ongoing legal services to IID in water matters not currently related to the Requested Legal Services.

The purpose of this letter is to obtain the specific consent of IID and Vista to the following:

1. The Firm's representation of Vista in connection with the Requested Legal Services, both now and in the future.
2. Carter's and Swan's continued representation of IID and Vista in matters unrelated to the Requested Legal Services, both now and in the future.
3. Waivers by IID and Vista to their rights to assert any conflicts of interest (as to the Firm) in violation of Rule 3-310 of the Rules of Professional Conduct; provided, however, that in the event a conflict arises between IID and Vista in any manner related to the Requested Legal Services, the Firm and Carter and Swan shall withdraw from representing either party in connection with such matter.

Please carefully consider the contents of this letter. If you consent to the Firm's representation as stated herein, then please indicate your approval by signing and dating this letter where indicated below, and return it to the Firm in the enclosed, self-addressed envelope (a duplicate copy is also enclosed for your records).

Please note that we are *not* giving you legal advice with respect to this letter because we would have a conflict of interest in doing so. Therefore, each of you is urged to seek the advice of independent counsel regarding your execution of this letter on behalf of the entities each of you represent; you should not sign this letter unless and until you have carefully considered the issues discussed herein.

If you or other legal counsel have any questions regarding this letter or need additional information, we invite you and/or such counsel to call us.

Yours truly,



John Penn Carter  
for  
HORTON, KNOX, CARTER & FOOTE, LLP

JPC:ta  
Enclosures



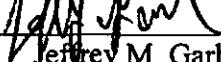
**CONSENT AND WAIVER OF RIGHTS**

Each of the undersigned has read the foregoing letter and hereby expressly and specifically consents to the terms thereof, including: (1) the Firm's representation of Vista in connection with the Requested Legal Services, both now and in the future; and (2) Carter's and Swan's continued representation of IID in matters unrelated to the Requested Legal Services, both now and in the future.

Each of the undersigned has read the foregoing letter and hereby expressly and specifically waives, on behalf of the entity each represents, such entity's rights to assert any conflicts of interest (as to the Firm) in violation of Rule 3-310 of the Rules of Professional Conduct.

**AGREED AND ACCEPTED:**

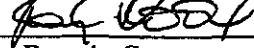
Imperial Irrigation District

By  \_\_\_\_\_  
Jeffrey M. Garber  
General Counsel

Dated: August 11, 2008

**AGREED AND ACCEPTED:**

Vista Irrigation District

By  \_\_\_\_\_  
Roy A. Coox  
General Manager

Dated: August 14, 2008

ORLANDO B. FOOTE  
JOHN PENN CARTER, APC  
MERCEDES Z. WHEELER, APC

MARGARITA HAUGAARD  
CHARLOTTE A. GRAHAM  
ROBERTO M. CONTRERAS

HORTON, KNOX, CARTER & FOOTE, LLP  
ATTORNEYS AT LAW  
P.O. BOX 3307  
1221 W. STATE STREET  
EL CENTRO, CALIFORNIA 92244-3307  
TELEPHONE (760)352-2821  
TELECOPIER (760)352-8540

E-MAIL: [jcarter@hkcf-law.com](mailto:jcarter@hkcf-law.com)  
[www.hkcf-law.com](http://www.hkcf-law.com)

February 14, 2013

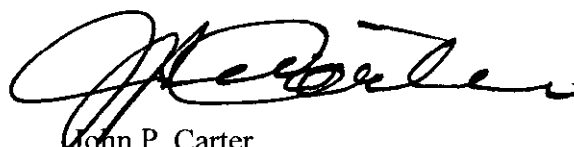
Roy A. Coox  
General Manager  
Vista Irrigation District  
1391 Engineer Street  
Vista, California 92081

Re: Agreement for Services Between Vista Irrigation District  
and Horton, Knox, Carter & Foote, LLP

Dear Mr. Coox,

Enclosed you will find two executed originals of the above-entitled Agreement. Upon execution of the Agreement by VID, please provide me with a copy for my file. Thank you.

Yours truly,



John P. Carter  
for

HORTON, KNOX, CARTER & FOOTE, LLP

JPC:ta  
Enclosures  
[File No. 17510]

Copy: Don A. Smith

BRAWLEY OFFICE  
195 SOUTH SECOND STREET  
BRAWLEY, CALIFORNIA 92227  
TELEPHONE (760) 344-2360

SAN DIEGO OFFICE  
1230 COLUMBIA, SUITE 550  
SAN DIEGO, CALIFORNIA 92101-3536  
TELEPHONE (619)595-0220

**RECEIVED**

**FEB 19 2013**

**VISTA IRRIG. DIST.**

FIRST ADDENDUM TO AGREEMENT FOR SERVICES BETWEEN  
VISTA IRRIGATION DISTRICT AND HORTON, KNOX, CARTER & FOOTE, LLP

This Addendum, which shall become effective on July 1, 2017, constitutes an amendment to the Agreement for Services (“Agreement”) entered into on or about March 6, 2013, by and between Vista Irrigation District (“VID” or “District”) and Horton, Knox, Carter & Foote, LLP (“Attorney”).

This Addendum amends the Agreement to change the term of the Agreement, the amount/method/time of payment as stated in Exhibit B, and the termination provisions of paragraph 16.

Specifically, paragraph 2, “Payment” is amended in its entirety to state:

The District shall pay for such services, as defined herein, in accordance with Exhibit B of the Agreement. No other compensation will be paid except for work done under a supplemental agreement approved under paragraph 11, “Changes in Work.”

Paragraph 4, “Term of Agreement” is amended in its entirety to state:

This Agreement, as revised, shall begin on July 1, 2017 and terminate on June 30, 2018.

The second paragraph of paragraph 16, "Termination or Abandonment," is amended in its entirety to state:

Attorney may withdraw with District's consent or for good cause or if permitted pursuant to the Rules of Professional Conduct of the State Bar of California and/or applicable law.

Exhibit B “Fee Schedule” of the Agreement is amended in its entirety to state:

In consideration of any and all services rendered under this Agreement (as such services are summarized in Exhibit A to the Agreement), the District shall pay Attorney, and Attorney agrees to accept in full payment therefore, a fixed monthly fee of \$12,000 payable monthly, by the 1<sup>st</sup> day of the following month. If the type or quantity of work changes substantially, both District and Attorney reserve the right to renegotiate the amount of the fee.

Attorney shall also be reimbursed for actual out-of-pocket expenses associated with this engagement, including expenses associated with travel to or outside of the region. Travel expenses will be reimbursed for actual travel costs only and not for travel time unless specifically spent on matters associated with this engagement. Attorney shall submit itemized statements for such expenses.

The provisions of this Addendum shall be controlling in the event of any discrepancies, inconsistencies or ambiguities between this Addendum and the rest of the Agreement; all other provisions of the Agreement are unaffected by this Addendum and shall remain in full force and effect.

Vista Irrigation District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Horton, Knox, Carter & Foote, LLP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## STAFF REPORT

Agenda Item: 11

**Board Meeting Date:** June 7, 2017  
**Prepared By:** Lisa Soto  
**Reviewed By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

**SUBJECT:** CALL FOR NOMINATIONS FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 10 LEADERSHIP

**RECOMMENDATION:** Nominate Director Richard Vásquez for re-election to an Association of California Water Agencies (ACWA) Region 10 Board Member position.

**PRIOR BOARD ACTION:** The Board of Directors nominated Director Richard Vásquez to serve as an ACWA Region 10 Board Member at its June 17, 2015 meeting.

**FISCAL IMPACT:** Undetermined amount for expenses and per diem should a director be elected to the ACWA Region 10 Board.

**SUMMARY:** ACWA Region 10 will be holding its election for the 2018-2019 Region 10 Board. The Nominating Committee is currently seeking candidates for the positions of Chair, Vice Chair and up to five Board Member positions. The nomination request form and supporting resolution must be submitted to ACWA by Friday, June 30, 2017.

**DETAILED REPORT:** Only one individual may be nominated from a given agency to run for election to a region board. Director Vásquez is currently serving as a Region 10 Board Member with his term due to expire on December 31, 2017. He has indicated a desire to continue to serve as a Board Member for ACWA Region 10. If re-elected, Director Vasquez's new term would expire on December 31, 2019. The Region 10 Nominating Committee will announce its recommended slate the week of July 31, 2017, and election ballots will be sent to ACWA member agencies thereafter. The elections will be completed by September 29, 2017, and election results will be announced on October 5, 2017. Elected candidates will begin their two-year terms of service on January 1, 2018.

**ATTACHMENTS:**

- Draft resolution
- ACWA Memorandum dated May 1, 2017
- The Role of the Regions
- 2017 Region Election Timeline
- Rules and Regulations for Region 10
- Region Board Candidate Nomination Form

RESOLUTION NO. 17-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF  
VISTA IRRIGATION DISTRICT  
PLACING IN NOMINATION RICHARD L. VÁSQUEZ  
AS A MEMBER OF THE ACWA REGION 10 BOARD

BE IT RESOLVED by the Board of Directors of Vista Irrigation District as follows:

A. Recitals

- (i) The Board of Directors of the Vista Irrigation District does encourage and support the participation of its members in the affairs of the Association of California Water Agencies (ACWA).
- (ii) Director Richard L. Vásquez is currently serving as a Board Member for ACWA Region 10; and
- (iii) Richard L. Vásquez has indicated a desire to continue to serve as a Board member of ACWA Region 10.

B. Resolves

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Vista Irrigation District,

- (i) Does place its full and unreserved support in the nomination of Richard L. Vásquez for Board Member of ACWA Region 10.
- (ii) Does hereby determine that the expenses attendant with the service of Richard L. Vásquez in ACWA Region 10 shall be borne by the Vista Irrigation District.

PASSED AND ADOPTED by the Board of Directors of the Vista Irrigation District this 7<sup>th</sup> day of June, 2017 by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Marty Miller, President

ATTEST:

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Lisa R. Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



## MEMORANDUM

Date: May 1, 2017

To: ACWA REGION 10 MEMBER AGENCY PRESIDENTS AND GENERAL MANAGERS  
(sent via e-mail)

From: ACWA REGION 10 NOMINATING COMMITTEE  
**Doug Wilson**, Padre Dam Municipal Water District  
**Bob Hill**, El Toro Water District  
**Phil Anthony**, Orange County Water District  
**Gary Arant**, Valley Center Municipal Water District

The Region 10 Nominating Committee is looking for ACWA members who are interested in leading the direction of ACWA Region 10 for the 2018-2019 term. The Nominating Committee is currently seeking candidates for the Region 10 Board, which is comprised of Chair, Vice Chair and up to five Board Member positions.

The leadership of ACWA's ten geographical regions is integral to the leadership of the Association as a whole. The Chair and Vice Chair of Region 10 serve on ACWA's Statewide Board of Directors and recommend all committee appointments for Region 10. The members of the Region 10 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's grassroots outreach efforts.

If you, or someone within your agency, are interested in serving in a leadership role within ACWA by becoming a Region 10 Board Member, please familiarize yourself with the Role of the Regions and Responsibilities; the Election Timeline; and the Region 10 Rules and Regulations (all located at <http://www.acwa.com/content/region-elections>) and complete the following steps:

- **Complete the attached Region Board Candidate Nomination Form**
- **Obtain a Resolution of Support from your agency's Board of Directors**
- **Submit the requested information to ACWA as indicated by Friday, June 30, 2017**

The Region 10 Nominating Committee will announce their recommended slate by July 31, 2017. On August 1, 2017 the election will begin with ballots sent to General Managers and Board Presidents. One ballot per agency will be counted. The election will be completed on September 29, 2017. On October 5, 2017, election results will be announced. The newly elected Region 10 Board Members will begin their two-year term of service on January 1, 2017.

If you have any questions, please contact Senior Regional Affairs Representative Brandon Ida at [brandoni@acwa.com](mailto:brandoni@acwa.com) or (916) 441-4545.

## THE ROLE OF THE REGIONS

### Mission:

*ACWA Regions will provide the grassroots support to advance ACWA's legislative and regulatory agenda.*

### Background:

As a result of ACWA's 1993 strategic planning process, known as Vision 2000, ACWA modified its governance structure from one that was based on sections to a regional-based configuration. Ten regions were established to provide geographic balance and to group agencies with similar interests.

### The primary charge of regions:

- To provide a structure where agencies can come together and discuss / resolve issues of mutual concern and interest and based on that interaction, provide representative input to the ACWA board.
- To assist the Outreach Task Force in building local grassroots support for the ACWA Outreach Program in order to advance ACWA's legislative and regulatory priorities as determined by the ACWA Board and the State Legislative, Federal Affairs or other policy committees.
- To provide a forum to educate region members on ACWA's priorities and issues of local and statewide concern.
- To assist staff with association membership recruitment at the regional level.
- To recommend specific actions to the ACWA Board on local, regional, state and federal issues as well as to recommend endorsement for various government offices and positions.
  - *Individual region boards CANNOT take positions, action or disseminate communication on issues and endorsements without going through the ACWA Board structure.*

Region chairs and vice chairs, with support from their region boards, provide the regional leadership to fulfill this charge.

### ***GENERAL DUTIES / RESPONSIBILITIES FOR REGION OFFICERS***

#### Region Chair:

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Chair will also call at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Is a member of ACWA's Outreach Program, and encourages region involvement.
  - Appoints Outreach Captain to help lead outreach effort within the region.





- Presides over all region activities and ensures that such activities promote and support accomplishment of ACWA's Goals.
- Makes joint recommendations to the ACWA President regarding regional appointments to all ACWA committees.
- Appoints representatives in concurrence of the region board, to serve on the region's nominating committee with the approval of the region board.
- Facilitates communication from the region board and the region membership to the ACWA board and staff.

#### Region Vice Chair:

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Vice Chair will also participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- In the absence of the chair and in partnership with the chair, exercises the powers and performs duties of the region chair.
- Is a member of ACWA's Outreach Program, and encourages region involvement.
- Makes joint recommendations to the ACWA president regarding regional appointments to all ACWA committees.

#### Region Board Member:

- May serve as alternate for the chair and/or vice chair in their absence (if appointed) to represent the region to the ACWA Board.
- Will participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Supports program planning and activities for the region.
- Actively participates and encourages region involvement in ACWA's Outreach Program.

## 2017 ACWA Region Election Timeline 2018-2019 Term

**February 28:**

### **NOMINATING COMMITTEES APPOINTED**

- With concurrence of the region board, the region chairs appoint at least three region members to serve as the respective region's Nominating Committee
- Those serving on nominating committees are ineligible to seek region offices
- Nominating Committee members are posted online at [www.acwa.com](http://www.acwa.com)

**March 1-31:**

### **NOMINATING COMMITTEE TRAINING**

- Nominating Committee packets will be e-mailed out to each committee member
- ACWA staff will hold a training session via conference call with each nominating committee to educate them on their specific role and duties
  - Regions 1-10 Nominating Committees: via Go-to-Meeting

**May 1:**

### **CALL FOR CANDIDATES**

- The call for candidate nominations packet will be e-mailed to ACWA member agency Board Presidents and General Managers

**June 30:**

### **DEADLINE FOR COMPLETED NOMINATION FORMS**

- Deadline to submit all Nomination Forms and board resolutions of support for candidacy for region positions
- Nominating Committee members may need to solicit additional candidates in person to achieve a full complement of nominees for the slate

**July 10:**

### **CANDIDATE INFORMATION TO NOMINATING COMMITTEES**

- All information submitted by candidates will be forwarded from ACWA staff to the respective region Nominating Committee members with a cover memo explaining their task

### July 11 - 31:

#### RECOMMENDED SLATES SELECTED

- Nominating Committees will meet to determine the recommended individuals for their region. The slate will be placed on the election ballot.
- Nominating Committee Chairs will inform their respective ACWA Regional Affairs Representative of their recommended slate by July 24
- Candidates will be notified of the recommended slate by August 1
- The Nominating Committee Chair will approve the official region ballot

### August 1:

#### ELECTIONS BEGIN

- All 10 official electronic ballots identifying the recommended slate and any additional candidates for consideration for each region will be produced and e-mailed to ACWA member agencies only
- Only one ballot per agency will be counted

### September 29:

#### ELECTION BALLOTS DUE

- ***Deadline for all region elections. All region ballots must be received by ACWA by **September 29, 2017*****

### October 5:

#### ANNOUNCEMENT OF ELECTION RESULTS

- Newly-elected members of the region boards will be contacted accordingly
- An ACWA Advisory will be distributed electronically to all members reporting the statewide region election results
- Results will be posted at [acwa.com](http://acwa.com) and will be published in the October issue of ACWA News

## ACWA Region 10 Rules & Regulations

*Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association (ACWA Bylaw V, 6.).*

### **Officers**

The chair and vice chair shall be from different counties.

At least one of the chair or vice chair positions must be an elected/appointed director from a member agency.

The region board members shall alternate every two years with three from one county and two from the other. The county from which the chair comes from shall have two region board members and the county from which the vice chair comes from shall have three region board members.

The chair will provide the region secretary.

### **Meetings**

The region will hold at least quarterly meetings, including the ACWA spring and fall conferences.

The region chair will determine when and if nonmembers are invited to regional activities or events.

### **Attendance**

If a region chair or vice chair is no longer allowed to serve on the Board of Directors due to his / her attendance, the region board shall appoint from the existing region board a new region officer. (ACWA Policy & Guideline Q, 1.)

If a region chair or vice chair misses three consecutive region board / membership meetings, the same process shall be used to backfill the region officer position. (ACWA Policy & Guideline Q, 1.)

If a region board member has three consecutive unexcused absences from a region board meeting or general membership business meeting, the region board will convene to discuss options for removal of the inactive board member. If the vacancy causes the board to fail to meet the minimum requirement of five board members, the region must fill the vacancy according to its rules and regulations. (ACWA Policy & Guideline Q, 3.)

### **Elections**

All nominations received for the region chair, vice chair and board positions must be accompanied by a resolution of support from each sponsoring member agency, signed by an authorized

representative of the Board of Directors. Only one individual may be nominated from a given agency to run for election to a region board. Agencies with representatives serving on the nominating committees should strive not to submit nominations for the region board from their agency. (ACWA Policy & Guideline P, 2.)

Election ballots will be e-mailed to ACWA member agency general managers and presidents.

The nominating committee shall consist of four persons, two from each county.

The nominating committee shall pursue qualified members within the region to run for the region board and consider geographic diversity, agency size and focus in selecting a slate.

A member of the nominating committee cannot be nominated by the committee for an elected position.

*See current region election timeline for specific dates.*

### **Endorsements**

ACWA, as a statewide organization, may endorse potential nominees and nominees for appointment to local, regional, and statewide commissions and boards. ACWA's regions may submit a recommendation for consideration and action to the ACWA Board of Directors to endorse a potential nominee or nominee for appointment to a local, regional or statewide commission or board. (ACWA Policy & Guideline P, 3.)

### **Committee Recommendations & Representation**

All regions are given equal opportunity to recommend representatives of the region for appointment to a standing or regular committee of the Association. If a region fails to provide full representation on all ACWA committees, those committee slots will be left open for the remainder of the term or until such time as the region designates a representative to complete the remainder of the term. (ACWA Policy & Guideline P, 4. A.)

At the first region board / membership meeting of the term, regions shall designate a representative serving on each of the standing and regular committees to serve as the official reporter to and from the committee on behalf of the region to facilitate input and communication. (ACWA Policy & Guideline P, 4. B.)

The chair and vice chair will recommend an official alternate for excused committee members.

### **Tours**

ACWA may develop and conduct various tours for the regions. All tour attendees must sign a “release and waiver” to attend any and all region tours. Attendees agree to follow environmental guidelines and regulations in accordance with direction from ACWA staff; and will respect the rights and privacy of other attendees. (ACWA Policy & Guideline P, 6.)

### **Finances**

*See “Financial Guidelines for ACWA Region Events” document.*

### **Amending the Region Rules & Regulations**

ACWA policies and guidelines can be amended by approval of the ACWA Board of Directors. The region 10 rules and regulations can be changed at any time with advanced written notice to member agencies.



# REGION BOARD CANDIDATE NOMINATION FORM

Name of Candidate: \_\_\_\_\_

Agency: \_\_\_\_\_ Title: \_\_\_\_\_

Agency Phone: \_\_\_\_\_ Direct Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ ACWA Region: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_

**Region Board Position Preference: (If you are interested in more than one position, please indicate priority – 1st, 2nd and 3rd choice)**

- Chair \_\_\_\_\_
- Vice Chair \_\_\_\_\_
- Board Member \_\_\_\_\_

**In the event, you are not chosen for the recommended slate, would you like to be listed on the ballot's individual candidate section?** (If neither is selected, your name will **NOT** appear on the ballot.)

- Yes
- No

**Agency Function(s):** (check all that apply)

- Wholesale
- Sewage Treatment
- Flood Control
- Urban Water Supply
- Retailer
- Groundwater Management / Replenishment
- Ag Water Supply
- Wastewater Reclamation
- Other: \_\_\_\_\_

**Describe your ACWA-related activities that help qualify you for this office:**

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**In the space provided, please write or attach a brief, half-page bio summarizing the experience and qualifications that make you a viable candidate for ACWA Region leadership. Please include the number of years you have served in your current agency position, the number of years you have been involved in water issues and in what capacity you have been involved in the water community.**

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*I acknowledge that the role of a region board member is to actively participate on the Region Board during my term, including attending region board and membership meetings, participating on region conference calls, participating in ACWA's Outreach Program, as well as other ACWA functions to set an example of commitment to the region and the association.*

*I hereby submit my name for consideration by the Nominating Committee.  
(Please attach a copy of your agency's resolution of support/sponsorship for your candidacy.)*

\_\_\_\_\_  
 Signature Title Date



**Agenda Item: 12**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Eldon Boone**

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.





## SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING MAY 25, 2017

- 9- 1. Notice of Completion for the Pipeline 4 Relining at Lake Murray project.  
The Board authorized the General Manager to accept the Pipeline 4 Relining at Lake Murray project as complete, record the Notice of Completion, and release funds held in retention to L.H. Woods and Sons, Inc. following the expiration of the retention period.
- 9- 2. Extension of Water Conservation Garden Operation Agreement.  
The Board approved a one-year extension of the current Operation Agreement between the Water Conservation Garden Authority and the Friends of the Water Conservation Garden (IRS 501(c)(3)) for the continued operation and maintenance of the Water Conservation Garden through June 30, 2018.
- 9- 3. Monthly Treasurer's Report on Investments and Cash Flow.  
The Board noted and filed monthly Treasurer's Report.
- 9- 4. Transfer Balance from Stored Water Fund for CalPERS Unfunded Liability.  
The Board authorized the General Manager to transfer balance of \$9.5 million from the Stored Water Fund for an unfunded accrued liability payment to the California Public Employees Retirements System (CalPERS).
- 9- 5. Resolution setting a Public Hearing date for the Water Authority's proposed calendar year 2018 Rate and Charge increases.  
The Board adopted Resolution No. 2017-09 setting the time and place for a public hearing on June 22, 2017, at or after 9:00 a.m., or as soon thereafter as may practicably be heard, during the Administrative and Finance Committee meeting, to receive comments regarding proposed rates and charges to be effective January 1, 2018.
- 9- 6. Agreement for Carlsbad Desalination Project Sales Tax Recovery.  
The Board authorized the General Manager to execute a professional services agreement with DuCharme, McMillen and Associates to pursue the recovery of sales tax paid as part of the construction of the Carlsbad Desalination Project.
- 9-7. Approve the Refinancing of the Claude "Bud" Lewis Carlsbad Desalination Project Conveyance Pipeline and the Update of the Water Authority's Debt Management Policy.  
The Board adopted Resolution No. 2017-10 approving the refunding of California Pollution Control Financing Authority \$203,215,000 Water Furnishing Revenue Bonds, Series 2012 (San Diego County Water Authority Desalination Project Pipeline) via negotiated sale; a Preliminary Limited Offering Memorandum, a Bond Purchase Agreement and other documents and agreements necessary to accomplish tax exempt project refinancing through the California Pollution Control Financing Authority (CPCFA); and approved the updated Statement of Debt Management Policy to reflect recent regulatory changes.



9- 8. Adopt positions on various state bills.

- A) The Board adopted a position of Support if Amended on AB 1030 (Ting), relating to energy storage systems.
- B) The Board adopted a position of Support on AB 1343 (Chen), relating to water use efficiency programs at schools.
- C) The Board adopted a position of Oppose Unless Amended on SB 80 (Wieckowski), relating to CEQA notices for multi-county water projects.



## **STAFF REPORT**

**Agenda Item: 13.A**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Lisa Soto**  
**Approved By: Eldon Boone**

**SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS**

**SUMMARY: Directors will present brief reports on meetings and events attended since the last Board meeting.**



**STAFF REPORT**

**Agenda Item: 13.B**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Marian Schmidt**  
**Approved By: Eldon Boone**

**SUBJECT:** SCHEDULE OF UPCOMING MEETINGS AND EVENTS

**SUMMARY:** The following is a listing of upcoming meetings and events. Requests to attend any of the following events should be made during this agenda item.

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>1</b>	<b>Bay Delta Tour Field Trip</b> (Water Education Foundation) <i>June 14-16, 2017 – Sacramento International Airport</i> <i>Reservation deadline: 6/12/17</i>	
<b>2</b>	<b>Orange County Water Summit</b> (Municipal Water District of Orange County) <i>June 16, 2017 – Disney’s Grand Californian Hotel, Anaheim</i> <i>Registration deadline: 6/16/17</i>	
<b>3 *</b>	<b>Vista Historical Society Hall of Fame Luncheon</b> <i>June 17, 2017 – 11:30 a.m., Vista Valley Country Club</i> <i>Reservation deadline: 6/9/17</i>	Dorey MacKenzie
<b>4 *</b>	<b>Council of Water Utilities Meeting</b> <i>June 20, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 6/15/17</i>	Dorey
<b>5</b>	<b>California Water Summit</b> (Infocast) <i>June 20-22, 2017 – Embassy Suites by Hilton Sacramento Riverfront Promenade</i> <i>Reservation deadline: 6/20/17</i>	
<b>6</b>	<b>Law of the Colorado River</b> (Water Law Institute) <i>June 22-23, 2017 – Caesars Palace, Las Vegas</i> <i>Registration deadline: None</i>	
<b>7</b>	<b>Special District Leadership Academy Conference</b> (CSDA) <i>July 9-12, 2017– Embassy Suites Napa Valley, Napa</i> <i>Registration deadline: 6/30/17</i>	Sanchez (R,A,C,H)
<b>8 *</b>	<b>Council of Water Utilities Meeting</b> <i>July 18, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 7/13/17</i>	
<b>9</b>	<b>Water Reclamation and Reuse Conference</b> (International Water Association) <i>July 23-27, 2017 – Long Beach</i> <i>Registration deadline: 7/10/17</i>	
<b>10</b>	<b>How to Communicate Effectively Using Online Tools Webinar</b> (CSDA) <i>July 27, 2017 – 10:00 a.m. – 11:00 a.m.</i> <i>Registration deadline: 7/24/17</i>	
<b>11 *</b>	<b>Council of Water Utilities Meeting</b> <i>Aug. 15, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 8/10/17</i>	
<b>12</b>	<b>Urban Water Institute’s Annual Water Conference</b> <i>Aug. 16-18, 2017 – Hilton San Diego Resort</i> <i>Registration deadline: 8/2/17</i>	Vásquez
<b>13 *</b>	<b>CSDA Quarterly Dinner Meeting</b> <i>Aug. 17, 2017 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 8/10/17</i>	MacKenzie Miller Sanchez Vásquez

<b>14</b>	<b>Staying in Compliance: Understand Special District Laws (CSDA)</b> <i>Aug. 24, 2017 – Oxnard Harbor District, Port Hueneme</i> <i>Registration deadline: 8/18/17</i>	
<b>15</b>	<b>Legislative Round Up Webinar (CSDA)</b> <i>Aug. 31, 2017 – 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 8/25/17</i>	MacKenzie (R)
<b>16 *</b>	<b>Council of Water Utilities Meeting</b> <i>Sept. 19, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 9/14/17</i>	
<b>17</b>	<b>CSDA Annual Conference</b> <i>Sept. 25-28, 2017 – Marriott and Monterey Conference Center, Monterey</i> <i>Registration deadline: 9/8/17</i>	MacKenzie (H) Sanchez (H)
<b>18</b>	<b>Groundwater Resources Annual Conference &amp; Meeting</b> <i>Oct. 3-4, 2017 – Hilton Arden West, Sacramento</i> <i>Registration deadline: TBD</i>	Dorey
<b>19</b>	<b>Northern California Tour Field Trip (Water Education Foundation)</b> <i>Oct. 11-13, 2017 – Sacramento International Airport</i> <i>Reservation deadline: 9/27/17</i>	
<b>20 *</b>	<b>Council of Water Utilities Meeting</b> <i>Oct. 17, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 10/12/17</i>	
<b>21</b>	<b>San Joaquin River Restoration Tour Field Trip (Water Education Foundation)</b> <i>Nov. 1-2, 2017 – Fresno</i> <i>Reservation deadline: 10/18/17</i>	
<b>22</b>	<b>Required Ethics AB1234 Compliance Training Webinar (CSDA)</b> <i>Nov. 8, 2017 – 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 10/27/17</i>	
<b>23 *</b>	<b>CSDA Quarterly Dinner Meeting</b> <i>Nov. 16, 2017 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 11/9/17</i>	
<b>24 *</b>	<b>Council of Water Utilities Meeting</b> <i>Nov. 21, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 11/16/17</i>	
<b>25</b>	<b>ACWA Fall Conference</b> <i>Nov. 28-Dec. 1, 2017 – Anaheim Marriott Hotel</i> <i>Registration deadline: TBD</i>	
<b>26 *</b>	<b>Council of Water Utilities Meeting</b> <i>Dec. 19, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 12/14/17</i>	

\* Non-per diem meeting except when serving as an officer of the organization

The following abbreviations indicate arrangements that have been made by staff:

**A**=Airline; **R**=Registration; **C**=Car; **H**=Hotel; **T**=Tentative



**Agenda Item: 14**

## **STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Lisa Soto**

**SUBJECT:** ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

**SUMMARY:** This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

*Staff-generated list of tentative items for future agendas:*

- Safety Awards Program
- Grazing licenses on Warner Ranch
- Groundwater Assessment proposals



**Agenda Item: 15**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Lisa Soto**

SUBJECT: COMMENTS BY DIRECTORS

SUMMARY: This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.



**Agenda Item: 16**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Eldon Boone**

SUBJECT: COMMENTS BY GENERAL COUNSEL

SUMMARY: Informational report by the General Counsel on items not requiring discussion or action.





**Agenda Item: 17**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Eldon Boone**

SUBJECT: COMMENTS BY GENERAL MANAGER

SUMMARY: Informational report by the General Manager on items not requiring discussion or action.



**Agenda Item: 18**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Eldon Boone**

**SUBJECT:** CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

**SUMMARY:** Discussion concerning real property transactions in compliance with Government Code section 54956.8 regarding:

Property: Vista Irrigation District property located at the northwest corner of Engineer Street and Pipeline Drive in Vista, CA 92081 (APN 219-532-22)

Agency Negotiators: Eldon Boone and Brian Smith

Negotiating Party: Public generally

Under Negotiation: Price



**Agenda Item: 19**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Eldon Boone**

SUBJECT: CLOSED SESSION TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GENERAL MANAGER

SUMMARY: Performance evaluation of public employee pursuant to Government Code section 54957.



**Agenda Item: 20**

**STAFF REPORT**

**Board Meeting Date: June 7, 2017**  
**Prepared By: Eldon Boone**

SUBJECT: GENERAL MANAGER COMPENSATION

RECOMMENDATION: Review the compensation of the General Manager and take action as appropriate.

NOTICE OF ADJOURNED MEETING  
OF THE BOARD OF DIRECTORS OF THE  
VISTA IRRIGATION DISTRICT

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF VISTA IRRIGATION DISTRICT, HELD ON JUNE 7, 2017, WAS ADJOURNED UNTIL 9:00 AM, JUNE 21, 2017, AT THE OFFICE OF THE VISTA IRRIGATION DISTRICT, 1391 ENGINEER STREET, VISTA, CALIFORNIA.

\* \* \* \* \*

AFFIDAVIT OF POSTING ORDER OF ADJOURNMENT OF MEETING

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

I, Lisa R. Soto, hereby certify that I am the duly appointed, qualified Secretary of the Board of Directors of Vista Irrigation District; that the foregoing is duly noted in the Minutes of said Regular Meeting of the Board of Directors of Vista Irrigation District; that said Regular Board Meeting was ordered adjourned to the time and place above specified; and that I posted a copy of this order of adjournment near the public entrance to the Board Room at the offices of the District.



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Lisa R. Soto, Secretary  
Board of Directors  
Vista Irrigation District

POSTED: June 8, 2017