



AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, MAY 1, 2024 - 9:00 AM
1391 Engineer Street, Vista, CA 92081
Phone: (760) 597-3100 www.vidwater.org

NOTICE FOR PARTICIPATION

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting telephonically, please contact the Board Secretary during regular business hours at (760) 597-3128. Notification received 48 hours before the meeting will assist Vista Irrigation District in making reasonable accommodations.

The public may participate in this meeting in-person and by teleconference. To join this meeting via telephone, please dial (877) 873-8018; the Pass Code is 474698#.

Public Participation/Comment: Members of the public can also participate in the meeting by emailing your comments on an agenda item to the Board Secretary at BoardSecretary@vidwater.org; such email should include the agenda item number in the subject line and must be received before the time the meeting commences. Members of the public, whether participating in-person or telephonically, may address the Board of Directors in real-time during the public comment period and when specific agenda items are being considered. Please announce your attendance if participating telephonically or fill out a speaker slip if participating in-person if you would like to provide real-time public comment.

1. CALL TO ORDER

2. ROLL CALL – DETERMINATION OF QUORUM

3. PLEDGE OF ALLEGIANCE

4. CONSIDER APPROVAL OF AGENDA

In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Also, items that arise after the posting of the Agenda may be added by a 2/3 vote of the Board. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

5. ORAL COMMUNICATIONS

Members of the public may address the Board on items not appearing on the posted agenda, which are within the subject matter jurisdiction of the Board. Speakers are asked to limit their comments to five (5) minutes; the total time allowable for all public comment on items not appearing on the agenda at any one meeting may be limited. Comments on items listed on the agenda will be taken before or during discussion of the agenda item. Members of the public desiring to address the Board are asked to complete a speaker's slip available on the table near the entrance of the Boardroom and present it to the Board Secretary prior to the meeting.

6. CONSENT CALENDAR

Any member of the Board, staff or public may request that items from the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

- A. Treasurer's Report as of March 31, 2024**
Informational report concerning the investments of the District.
- B. Paving Services**
Recommendation: Authorize the General Manager to execute an agreement with Joe's Paving, Inc. for paving services on Camino Loma Verde and Grandview Road (D-2373; DIV NO 3) in an amount of \$69,645.93.
- C. Minutes of the Public Affairs Committee meeting on April 10, 2024**
For information only.
- D. Minutes of the Ethics Training on April 15, 2024**
Recommendation: Approval of draft minutes.
- E. Minutes of the Board of Directors meeting on April 17, 2024**
Recommendation: Approval of draft minutes.
- F. Ratification of check disbursements**
Recommendation: Adopt a resolution ratifying checks numbered 74574 through 74661 in the amount of \$463,837.23 pursuant to the cash disbursement report detailing expenditures.
- 7. WATER AWARENESS POSTER CONTEST AWARDS**
Recommendation: Award prizes to the winners of the Water Awareness Poster Contest as follows: 1st place prize of \$100.00 to Bailey Backer of Empresa Elementary School, 2nd place prize of \$50.00 to Juliette Stoiloff of Tri-City Christian School, and 3rd place prize of \$25.00 to Skylar Burtner of Tri-City Christian School.
- 8. SCHOLARSHIP CONTEST AWARD PRESENTATIONS**
Recommendation: Award \$2,000 scholarships in honor of George S. Henry, Vista Irrigation District's first Board President, to Elizabeth Fellars and Juan Paz from Rancho Buena Vista High School and Ilona Medina from Vista High School.
- 9. DIVISION REPORTS**
Informational reports by Operations and Field Services, Water Resources, Administration, and Engineering Divisions concerning District operations and activities.
- 10. 2023 ANNUAL REPORT**
Recommendation: Approve 2023 Annual Report.
- 11. GENERAL COUNSEL SERVICES**
Recommendation: Authorize the General Manager to renew the Agreement with Burke, Williams & Sorensen, LLP to provide legal counsel services as General Counsel for a one-year period July 1, 2024 through June 30, 2025 and to amend Exhibit A, Scope of Work, and Exhibit B, Fee Schedule, of the Agreement.
- 12. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY**
Informational report by staff and Directors concerning the San Diego County Water Authority.
- 13. MEETINGS AND EVENTS**
 - A. Reports on meetings and events attended by Directors*
 - B. Schedule of upcoming meetings and events*

14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

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.

15. COMMENTS BY DIRECTORS

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.

16. COMMENTS BY GENERAL COUNSEL

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

17. COMMENTS BY GENERAL MANAGER

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

18. ADJOURNMENT

- *The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board are available for public review in the lobby of the District office during normal business hours.*
- *Agendas and minutes are available at www.vidwater.org.*
- *VID Board meetings are generally held on the first and third Wednesday of each month.*

AFFIDAVIT OF POSTING

I, Ranae Ogilvie, Board Secretary of the Vista Irrigation District, hereby certify that I posted a copy of the foregoing agenda outside the lobby of the District office at 1391 Engineer Street, Vista, California at least 72 hours prior to the meeting, in accordance with Govt. Code Sec. 54954.2(a).

Date: April 25, 2024



Ranae Ogilvie, Board Secretary



Agenda Item: 6

STAFF REPORT

Board Meeting Date:

May 1, 2024

Prepared By:

Ramae Ogilvie

SUBJECT: CONSENT CALENDAR

- A. Treasurer's Report as of March 31, 2024
- B. Paving Services
- C. Minutes of the Public Affairs Committee meeting on April 10, 2024
- D. Minutes of the Ethics Training on April 15, 2024
- E. Minutes of the Board of Directors meeting on April 17, 2024
- F. Ratification of check disbursements



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date: May 1, 2024
Prepared By: Susan Montgomery
Reviewed By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: TREASURER’S REPORT AS OF MARCH 31, 2024

RECOMMENDATION: Informational report concerning the investments of the District.

SUMMARY: Attached for review by the Board of Directors is the Treasurer’s Report as of March 31, 2024. The report is formatted to provide information as required by the California Government Code and the Vista Irrigation District Investment Policy. The Treasurer’s Report contains both an investment summary and a detailed security listing. Also attached is a five-year cash flow forecast, which indicates the District’s investments are sufficiently liquid to meet anticipated cash flow needs.

DETAILED REPORT: Activity for the quarter included deposits and withdrawals from the District’s cash and cash equivalent accounts: checking, California Asset Management Program (CAMP), and Local Agency Investment Fund (LAIF). During the quarter \$2.55 million of Treasury bills matured and \$2.55 million of new Treasury bills were purchased.

As of March 31, 2024, the net unrealized gain on the portfolio was as follows:

	<u>Unrealized Gain (Loss)</u>
Treasury Bills	\$ 265,864
LAIF	(26,340)
Net Unrealized Gain	<u>\$ 239,524</u>

All investment transactions have been made in accordance with the District’s Investment Policy.

The following is a five-year summary of the District’s investment portfolio:

	<u>3/31/20</u>	<u>3/31/21</u>	<u>3/31/22</u>	<u>3/31/23</u>	<u>3/31/24</u>
Total Portfolio	\$43,294,920	\$42,658,125	\$47,011,883	\$32,330,095	\$26,890,510
Unrealized Gain (Loss)	\$386,211	\$39,062	\$(213,722)	\$181,817	\$239,524
Weighted Average Maturity	87 Days	87 Days	79 Days	80 Days	77 Days
Portfolio Interest Rate	1.50%	0.18%	0.38%	3.86%	4.88%

ATTACHMENTS:

- Treasurer’s Report
- Securities Detail
- Cash Flow Projection

**Vista Irrigation District
TREASURER'S REPORT
March 31, 2024**

<u>Category</u>	<u>Maturity Value</u>	<u>Percentage Permitted by Board Policy</u>	<u>Actual Percentage</u>	<u>Weighted Average Maturity (in Days)</u>	<u>Current Interest Rate</u>
Cash and Cash Equivalents					
Checking/Petty Cash	\$ 1,227,956	n/a	4.6%	0	0.00%
California Asset Management Program	10,078,076	40%	37.5%	1	5.48%
Local Agency Investment Fund	4,534,478	40%	16.8%	1	4.22%
	<u>15,840,510</u>		<u>58.9%</u>	<u>1</u>	<u>4.69%</u>
Securities					
U.S. Treasury	11,050,000	100%	41.1%	186	5.14%
Total Portfolio	<u><u>\$ 26,890,510</u></u>		<u><u>100.0%</u></u>	<u><u>77</u></u>	<u><u>4.88%</u></u>

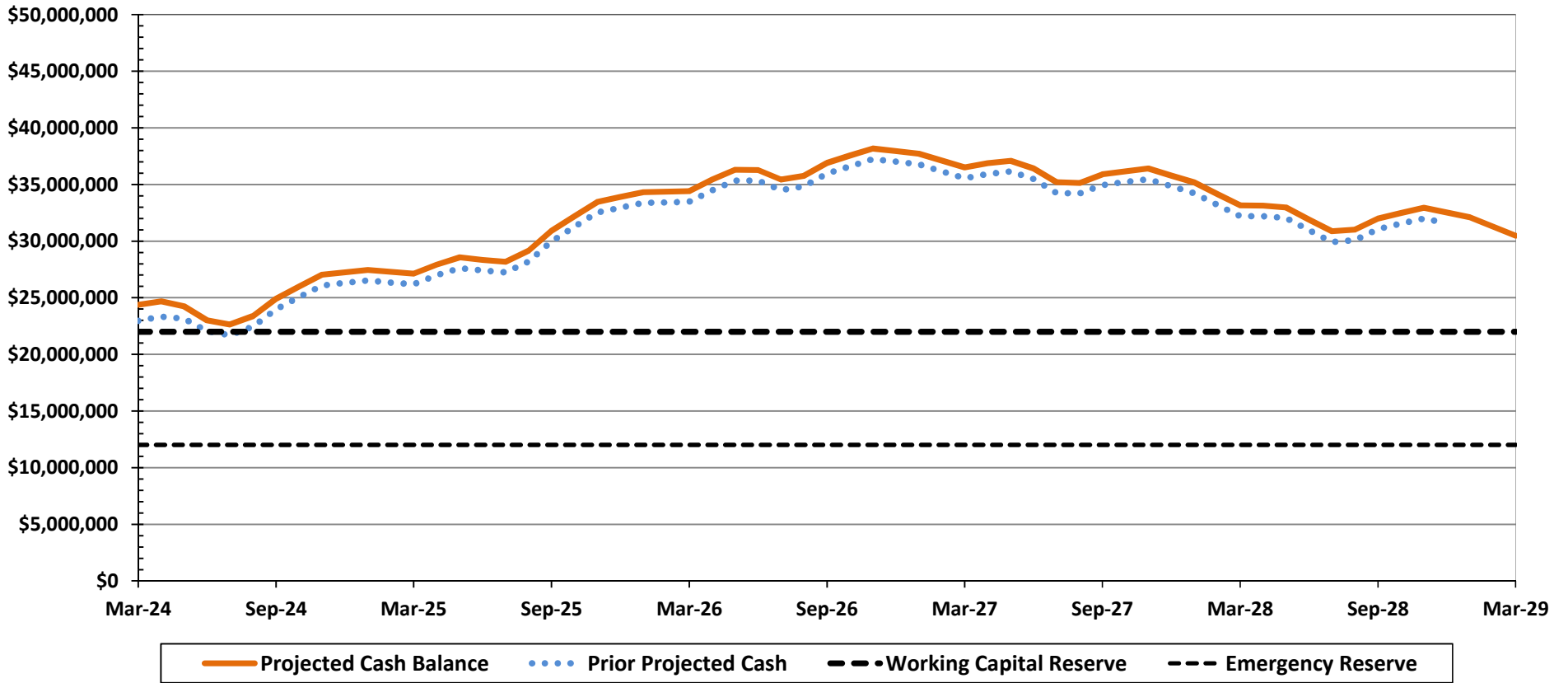
Notes:

- ◆ This report excludes accrued interest and employee flexible spending accounts.
- ◆ California Asset Management Program (CAMP) is a California Joint Powers Authority (JPA) established to provide California public agencies with professional investment services. The CAMP pool is a permitted investment for all local agencies under California Government Code Section 53601(p). The market valuation is provided by PFM Asset Management LLC.
- ◆ Local Agency Investment Fund (LAIF) is a pool of funds invested for California governmental agencies and is managed by the State Treasurer's Office of the State of California. The market valuation is provided by the State Treasurer's Office.
- ◆ The above portfolio is in full compliance with the District's Investment Policy.
- ◆ The District's investment portfolio is adequate to meet the District's cash flow requirements for the next six months.

Vista Irrigation District
SECURITIES DETAIL
March 31, 2024

Issuer	Investment Type	Interest Rate	Maturity Date	Days to Maturity	Maturity Value	Cost	Market Value	Unrealized Gain
U.S. Treasury	Treasury Bill	4.770%	04/18/24	18	\$ 850,000	\$ 811,067	\$ 847,793	\$ 36,726
U.S. Treasury	Treasury Bill	4.896%	05/16/24	46	850,000	810,079	844,360	34,281
U.S. Treasury	Treasury Bill	5.208%	06/13/24	74	850,000	807,629	841,030	33,401
U.S. Treasury	Treasury Bill	5.428%	07/11/24	102	850,000	805,911	837,731	31,820
U.S. Treasury	Treasury Bill	5.351%	08/08/24	130	850,000	806,512	834,439	27,927
U.S. Treasury	Treasury Bill	5.417%	09/05/24	158	850,000	805,996	831,143	25,147
U.S. Treasury	Treasury Bill	5.488%	10/03/24	186	850,000	805,438	827,996	22,558
U.S. Treasury	Treasury Bill	5.433%	10/31/24	214	850,000	805,868	825,481	19,613
U.S. Treasury	Treasury Bill	5.214%	11/29/24	243	850,000	807,470	822,271	14,801
U.S. Treasury	Treasury Bill	4.841%	12/26/24	270	850,000	810,509	819,316	8,807
U.S. Treasury	Treasury Bill	4.814%	01/23/25	298	850,000	810,723	816,412	5,689
U.S. Treasury	Treasury Bill	4.950%	02/20/25	326	850,000	809,649	813,180	3,531
U.S. Treasury	Treasury Bill	5.062%	03/20/25	354	850,000	808,661	810,224	1,563
		<u>5.144%</u>		<u>186</u>	<u>\$ 11,050,000</u>	<u>\$ 10,505,512</u>	<u>\$ 10,771,376</u>	<u>\$ 265,864</u>

**Vista Irrigation District
CASH FLOW PROJECTION
through March 2029**



Emergency Reserve	\$12 million
Working Capital Reserve	\$10 million
Total Reserves	<u>\$22 million</u>



STAFF REPORT

Board Meeting Date: May 1, 2024
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: PAVING SERVICES

RECOMMENDATION: Authorize the General Manager to execute an agreement with Joe’s Paving, Inc. for paving services on Camino Loma Verde and Grandview Road (D-2373; DIV NO 3) in an amount of \$69,645.93.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: Not to exceed \$69,645.93.

SUMMARY: The District advertised and solicited bids from eight contractors for final asphalt repairs for this project. Four contractors attended the mandatory job walk, and two responsive bids were received. Joe’s Paving, Inc. responded with the lowest bid.

DETAILED REPORT: District staff installed approximately 1,030 feet of various sizes of PVC pipe in Camino Loma Verde and Grandview Road to complete the final phase of this project. Paving requirements for this project include approximately 5,100 square feet of paving and 170 lineal feet of rolled berm. The bid results were as follows:

Joe’s Paving, Inc.	\$69,645.93
Kirk Paving, Inc.	\$99,988.00

Based on the bid results and past performance, staff recommends executing an agreement with Joe’s Paving, Inc. for paving services on Camino Loma Verde and Grandview Road.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): This agreement is for a phase of the mainline replacement project, which is a project that staff previously determined to be exempt under Class 2 of the State CEQA Guidelines section 15302 (Replacement or Reconstruction), 14 CCR § 15302(c), because it consists of replacement or reconstruction of an existing utility system and/or facilities involving negligible or no expansion of capacity and there is no potential for the project to cause either a direct or a reasonably foreseeable indirect physical change in the environment.

DRAFT COMMITTEE MINUTES FOR INFORMATION ONLY

Not part of the District's permanent record until signed.

MINUTES OF THE REGULAR MEETING OF THE
PUBLIC AFFAIRS COMMITTEE OF THE
BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT

April 10, 2024

A meeting of the Public Affairs Committee of Vista Irrigation District was held on Wednesday, April 10, 2024, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

Chair Sanchez called the meeting to order at 10:00 a.m.

2. ROLL CALL

Committee members present: Sanchez and Kuchinsky

Staff present: Shallako Goodrick, Director of Administration

3. APPROVAL OF AGENDA

The agenda was approved as presented.

4. PUBLIC COMMENT TIME

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

5. SCHOLARSHIP CONTEST

See staff report attached hereto.

After discussion and careful consideration of the eight eligible scholarship applications submitted to the District, the Committee recommended to award \$2,000 scholarships in honor of George S. Henry, Vista Irrigation District's first Board President, to Elizabeth Fellars and Juan Paz from Rancho Buena Vista High School and Ilona Medina from Vista High School.

6. 2022 ANNUAL REPORT

See staff report attached hereto.

The Committee reviewed and discussed information contained in the draft 2023 Annual Report, and suggested changes, which will be incorporated into the final draft report that will be presented to the Board at a future meeting.

7. COMMENTS BY COMMITTEE MEMBERS

Director Kuchinsky asked about preparations for Lake Appreciation Month in July. Chair Sanchez asked if staff could prepare a resolution for consideration by the Board. Director of Administration Shallako

DRAFT COMMITTEE MINUTES FOR INFORMATION ONLY

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Goodrick stated that staff would prepare a resolution and press release regarding Lake Appreciation Month and would send letters to the District's state and federal legislative representatives requesting proclamations recognizing Lake Appreciation Month.

Chair Sanchez requested an update on the communications plan. Ms. Goodrick informed the Committee that staff is working on a draft plan and hope to have it ready for review in June or July 2024.

8. COMMENTS BY GENERAL MANAGER

None were presented.

9. ADJOURNMENT

There being no further business to come before the Committee, at 11:32 a.m. Chair Sanchez adjourned the meeting.

Patrick H. Sanchez, Chair

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

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

April 15, 2024

A Special Meeting of the Board of Directors of Vista Irrigation District was held on Monday, April 15, 2024 at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Vásquez called the meeting to order at 9:00 a.m.

2. ROLL CALL

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

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ranae Ogilvie, Secretary of the Board; and Shallako Goodrick, Director of Administration. Back-up General Counsel Gena Burns of Burke, Williams & Sorensen was also present.

Other attendees: None.

3. PLEDGE OF ALLEGIANCE

President Vásquez led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

24-04-48	<i>Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

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

6. ETHICS TRAINING

Gena Burns of Burke, Williams & Sorensen, LLP provided a two-hour training session on ethics pursuant to Government Code sections 53234 to 53235.2 via a PowerPoint presentation (attached hereto as Exhibit A).

7. COMMENTS BY DIRECTORS

None were presented.

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

8. COMMENTS BY GENERAL MANAGER

None were presented.

9. ADJOURNMENT

There being no further business to come before the Board, President Vásquez adjourned the meeting at 11:10 a.m.

Richard L. Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

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

April 17, 2024

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, April 17, 2024, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Vásquez called the meeting to order at 9:00 a.m.

2. ROLL CALL

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

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ranae Ogilvie, Secretary of the Board; Lesley Dobalian, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Shallako Goodrick, Director of Administration; and Elizabeth Xaverius, Administrative Assistant. General Counsel Elizabeth Mitchell of Burke, Williams & Sorensen was also present.

Other attendees: None.

3. PLEDGE OF ALLEGIANCE

Director Kuchinsky led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

24-04-49	<i>Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

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

6. CONSENT CALENDAR

Director of Water Resources Lesley Dobalian, Director of Operations and Field Services Frank Wolinski and Director of Engineering Randy Whitmann provided clarification on specific line items of Item 6.D, Cash Disbursements Report.

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

Mr. Wolinski provided clarification regarding the costs presented in Consent Calendar Item 6.A, Materials for Mainline Replacement. Director of Administration Shallako Goodrick provided further clarification regarding material costs, noting that pipe costs had increased by 167%.

24-04-50 ***Upon motion by Director Kuchinsky, seconded by Director Miller and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the Consent Calendar, including Resolution No. 2024-17 proclaiming the week of May 19, 2024 to May 25, 2024 as Special Districts Week and Resolution No. 2024-18 approving disbursements.***

A. Materials for Mainline Replacement

See staff report attached hereto. Staff recommended and the Board approved the purchase of pipeline materials from Pacific Pipeline Supply for mainline replacement on Independence Way (D-2382; DIV NO 3) in the amount of \$248,934.41.

B. Special Districts Week

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

The Board of Directors adopted Resolution No. 2024-17 proclaiming the week of May 19, 2024 to May 25, 2024 as Special Districts Week by the following roll call vote:

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

Resolution No. 2024-17 is on file in the official Resolution book of the District.

C. Minutes of Board of Directors meeting on April 3, 2024

The minutes of April 3, 2024 were approved as presented.

D. Resolution ratifying check disbursements

RESOLUTION NO. 2024-18

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 74472 through 74573 drawn on US Bank totaling \$430,342.53.

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 17th day of April 2024.

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DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

7. BOARD COMPENSATION

See staff report attached hereto.

President Vásquez opened the public hearing at 9:10 a.m. It was noted that there were no members of the public present in-person or telephonically. General Manager Brett Hodgkiss stated that no public comments were received in writing or by telephone. President Vásquez closed the public hearing at 9:11 a.m.

The Board discussed that the California Water Code allows the governing board of a water district to increase its compensation by five percent for each calendar year following the operative date of the last adjustment. Escalating the current per diem rate of \$200 by five percent for the nine years since its last adjustment, the maximum compensation allowable to the Board at this time would be \$290 per day's service. The proposed increase would take the per diem amount from \$200 to \$210.

Director Miller stated that a nominal increase to the per diem would serve to "reset the clock" and lessen the possibility of a large increase in the future.

Director MacKenzie concurred with Director Miller's statement and commented that the Board's responsibility has increased tremendously over the past nine years and that a \$10 increase to the per diem would not be unreasonable.

Director Kuchinsky commented that he is not in favor of increasing Directors' per diem by \$10; he would prefer the option of requesting a per diem for Directors' involvement in activities that directly serve the community.

President Vásquez commented that the only benefit of increasing Directors' compensation would be to "reset the clock" to lessen the possibility of a large increase in the future; he expressed concern about the impact on District ratepayers and indicated that he was not in favor of increasing the per diem amount.

In response to a question by the Board, General Counsel Elizabeth Mitchell clarified that should the Board vote to increase the Directors' per diem to \$210 each Director can decide whether to take the increase.

24-04-51 *Upon motion by Director Sanchez, seconded by Director Miller, the Board of Directors adopted Ordinance No. 2024-01 setting Directors' per diem compensation at \$210 for each day's attendance at meetings of the Board of Directors or for each day's service rendered as a member of the Board of Directors, by the following roll call vote:*

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

Ordinance No. 2024-01 is on file in the official Ordinance book of the District.

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

8. SCHOLARSHIP CONTEST

See staff report attached hereto.

Ms. Goodrick presented a brief summary of the Public Affairs Committee's discussion in its April 10, 2024 meeting regarding the Scholarship Contest. Public Affairs Committee Chair Sanchez stated that the Committee reviewed the applications and after careful consideration recommended awarding \$2,000 scholarships to Elizabeth Fellars and Juan Paz of Rancho Buena Vista High School and Ilona Medina from Vista High School. Committee Member Kuchinsky commented that he enjoyed reviewing the applications and that all three scholarship recipients submitted well thought out and unique solutions to the essay question. Chair Sanchez stated that Ms. Fellars, Mr. Paz and Ms. Media would be presented a certificate in the amount of the scholarship award at the May 1, 2024 Board meeting and that he and Committee Member Kuchinsky would be attending the upcoming awards presentations for each recipient at their respective high schools.

24-04-52	<i>Upon motion by Director Miller, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the Public Affairs Committee's recommendation to award \$2,000 scholarships in honor of George S. Henry, Vista Irrigation District's first Board President, to Elizabeth Fellars and Juan Paz from Rancho Buena Vista High School and Ilona Medina from Vista High School.</i>
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9. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

See staff report attached hereto.

Director Miller reported that the next San Diego County Water Authority (Water Authority) Board of Directors meeting would be April 25, 2024. He said that Metropolitan Water District (MWD) had finalized its biennial budget, and the MWD Board adopted rates and charges for Calendar Years 2025 and 2026. The rates and charges will increase by 8.5 percent each calendar year. The MWD Board also approved increasing the Ad Valorem property tax rate from 0.0035 to 0.0070 percent. Director Miller indicated that the Water Authority would begin finalizing its rates and charges for Calendar Year 2025 now that MWD has adopted its rates and charges.

10. MEETINGS AND EVENTS

See staff report attached hereto.

Director MacKenzie reported on her attendance at the Association of California Water Agencies (ACWA) Legislative Symposium where she heard updates on the implementation of the Sustainable Groundwater Management Act and legislative action related to groundwater management and water conservation in California. She reported on her attendance at a meeting of the ACWA State Legislative Committee where there was discussion on various bills. Director MacKenzie reported on her attendance at a Council of Water Utilities meeting where she heard a presentation on the East County Advanced Water Purification Program and her attendance at a California Special Districts Association (CSDA) San Bernardino Chapter meeting where she heard a presentation from East Valley Water District General Manager/CEO Michael Moore regarding progressive design build.

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

Director Sanchez mentioned that the Fiscal Policy Committee would be meeting on April 30, 2024.

Director Miller reported on his attendance at a San Luis Rey Indian Water Authority Board of Directors meeting where he gave a presentation on the Colorado River.

Director Kuchinsky reported that he attended a Vista Government Affairs meeting and made a presentation on the Vista Irrigation District. He also heard a presentation from the Clean Energy Alliance (CEA) regarding the transition of energy distribution from San Diego Gas & Electric to CEA in north San Diego County.

President Vásquez requested authorization to attend the Vista Historical Society Hall of Fame Luncheon on May 18, 2024 and informed the Board that he would not be able to attend ACWA Spring Conference May 7-9, 2024 due to medical reasons.

All Directors reported on their attendance at the Ethics Training on April 15, 2024.

24-04-53	<i>Upon motion by Director Miller, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors authorized President Vásquez to attend the Vista Historical Society Hall of Fame Luncheon on May 18, 2024.</i>
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11. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Director Kuchinsky suggested adding an item to a future agenda recognizing the 25th Anniversary of the Alta Vista Botanical Gardens.

Mr. Hodgkiss said that the Board would receive a status report from the District's grant writing consultant in June.

12. COMMENTS BY DIRECTORS

Director Kuchinsky commended engineering staff on the Edgehill Reservoir Replacement and Pump Station Project and suggested that staff explore avenues for recognition of the project. He noted that Mr. Wolinski and Meter Repair Technician Abraham Gomez received a commendation from a District customer for assisting with a water leak. Director Kuchinsky commented on the ACWA Joint Powers Insurance Authority (JPIA) Annual Review and Risk Assessment Visit letter provided to the Board.

Director Sanchez also commented on the ACWA JPIA Annual Review and Risk Assessment Visit letter congratulating Mr. Wolinski on providing a successful and informative walkthrough.

Director MacKenzie commented on a newspaper article that reported on the ongoing water quality issues at the Warner Springs Unified School District.

President Vásquez noted that he and Director Sanchez were featured in the *Movers & Shakers* section of a recent edition of California Special Districts (a CSDA publication); he also commented on several articles contained in the publication.

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

13. COMMENTS BY GENERAL COUNSEL

Ms. Mitchell addressed various questions regarding Conflict of Interest and Form 700 reporting requirements that were posed by the Board during the Ethics training on April 15, 2024.

14. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss informed the Board that the agenda packet for the April 29, 2024 Financing Capital Projects Workshop would be sent out early next week to allow extra time to review the information. He said that the water level at Lake Henshaw was at 28,500 acre feet at the time of his report.

President Vásquez called for a brief break at 10:30 a.m. prior to going into closed session. The Board returned from break and went immediately into closed session at 10:38 a.m.

15. CLOSED SESSION WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

President Vásquez announced the closed session item as follows:

*Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2).
Number of cases: 4*

The Board came out of closed session at 10:44 a.m. at which time Director Sanchez recused himself from item number 1 of the anticipated litigation on the grounds of common law conflict of interest. Director Sanchez left the room and the Board returned to closed session at 10:45 a.m.

At 10:57 a.m. Director Sanchez returned to the dais. Ms. Mitchell stated that there was no reportable action on that matter. The entire Board returned to closed session on the other three items of anticipated litigation. The Board came out of closed session at 11:04 a.m. and Ms. Mitchell reported that there was no reportable action.

16. CLOSED SESSION – LABOR NEGOTIATIONS

The Board returned to closed session at 11:05 a.m. for the following:

Conference with labor negotiators pursuant to Government Code section 54957.6(a). Agency negotiators: Phil Zamora, Frank Wolinski and Shallako Goodrick.

The Board took the following action:

24-04-54	<i>Upon motion by Director Miller, seconded by Director Sanchez and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors appointed Shallako Goodrick, Phil Zamora and Frank Wolinski as lead negotiators and Brett Hodgkiss an alternate negotiator for the upcoming District labor negotiations.</i>
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The Board came out of closed session at 11:07 a.m. and went immediately into closed session for item 17.

DRAFT MINUTES

Not part of the District's permanent record until approved by the Board of Directors.

17. CLOSED SESSION TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GENERAL COUNSEL

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

The Board came out of closed session at 11:46 a.m. Ms. Mitchell stated that there was direction given and no reportable action for item 17.

Director MacKenzie informed the Board that Kent Foster, former General Counsel for the District, had passed away.

18. ADJOURNMENT

There being no further business to come before the Board, at 11:50 a.m., President Vásquez adjourned the meeting.

Richard L. Vasquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

Cash Disbursement Report



Payment Dates 4/4/2024 - 4/17/2024

Payment Number	Payment Date	Vendor	Description	Amount
74574	04/10/2024	Refund Check 74574	Customer Refund	319.87
74575	04/10/2024	ACWA/JPIA	Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	69.09
	04/10/2024		Medical & Dental Insurance 05/2024 - Cobra	33.72
	04/10/2024		Medical & Dental Insurance 05/2024 - Employees	189,361.94
	04/10/2024		Medical & Dental Insurance 05/2024 - Retirees	45,090.17
	04/10/2024		Medical & Dental Insurance 05/2024 - P Kuchinsky	1,714.01
	04/10/2024		Medical & Dental Insurance 05/2024 - J MacKenzie	1,714.01
	04/10/2024		Medical & Dental Insurance 05/2024 - R Vasquez	2,128.59
	04/10/2024		Medical & Dental Insurance 05/2024 - M Miller	1,714.01
	04/10/2024		Medical & Dental Insurance 05/2024 - P Sanchez	1,714.01
74576	04/10/2024	ACWA/JPIA	Workers Compensation 01/2024 - 03/2024	30,307.48
74577	04/10/2024	Airgas USA LLC	Oxygen & Acetylene	643.96
74578	04/10/2024	Amazon Capital Services	Razor Wire, Brackets	320.24
	04/10/2024		8 GB Memory	38.98
74579	04/10/2024	Branden O'Donnell	Reimburse - Supervisor Academy 04/02/24	61.77
74580	04/10/2024	Bryan and the Bee's	Live Bee Removal (1)	192.50
74581	04/10/2024	Cecilia's Safety Service Inc	Traffic Control - Camino Loma Verde	760.00
	04/10/2024		Traffic Control - Independence Way	3,087.50
	04/10/2024		Traffic Control - Alta Vista Dr	570.00
	04/10/2024		Traffic Control - Durian St	3,087.50
	04/10/2024		Traffic Control - Alta Vista Dr	475.00
74582	04/10/2024	Citi Cards	Retirement Gift	398.66
	04/10/2024		Kitchen & Bathroom Supplies	1,015.41
	04/10/2024		Cloud Based Phone System	27.53
	04/10/2024		Microsoft Azure	662.76
	04/10/2024		GFI Faxmaker	16.00
	04/10/2024		Refreshments for Training	126.93
	04/10/2024		Supplies for Boardroom	75.09
	04/10/2024		Prepayment 03/2024 Statement	(1,866.46)
74583	04/10/2024	Complete Office of California, Inc	Office Supplies	194.12

Payment Number	Payment Date	Vendor	Description	Amount
74584	04/10/2024	County of San Diego	Permit Fees 02/2024	219.00
74585	04/10/2024	Direct Energy	Electric 03/2024 - Henshaw Buildings & Grounds	444.91
	04/10/2024		Electric 03/2024 - Henshaw Wellfield	468.38
74586	04/10/2024	DIRECTV	Direct TV Service	123.24
74587	04/10/2024	EDCO Waste & Recycling Services Inc	Trash Service	463.30
74588	04/10/2024	Ferguson Waterworks	Corp Stop .75" MIP X Flare (4)	242.70
	04/10/2024		Water Quality Drain Line Supplies - E Reservoir	784.43
	04/10/2024		1" Full Weld Cplng/Steel/Threaded/Thk Walled (15)	66.57
	04/10/2024		Coupling / 1.5" PVC / Sch 80 / Slip x Slip (10)	68.52
	04/10/2024		4" / PO / Rubber Gaskets (15)	90.12
	04/10/2024		6" / PO / Rubber Gaskets (15)	105.54
	04/10/2024		5/8" x 2.5" Brass Bolts (100)	649.50
	04/10/2024		5/8" Brass Nuts (100)	243.56
	04/10/2024		2" Full Weld Cplng/Steel/Threaded/Thk Walled (5)	59.27
	04/10/2024		Coupling / 1.25" PVC / Sch 40 / Slip x Slip (10)	10.07
	04/10/2024		Coupling / 1" PVC / Sch 40 / Slip x Slip (10)	7.36
	04/10/2024		Coupling / 2-1/2" PVC / Sch 80 / Slip x Slip (10)	181.43
	04/10/2024		Ell / 90° / 2" PVC / Sch 80 / Slip x Slip (10)	59.54
74589	04/10/2024	Flyers Energy, LLC	Fuel	47.40
74590	04/10/2024	G & R Auto & Truck Repair	Opacity Test - Truck 3	75.00
	04/10/2024		Opacity Test - Truck 7	75.00
	04/10/2024		Opacity Test - Truck 65	75.00
	04/10/2024		Opacity Test - Truck 44	75.00
	04/10/2024		Opacity Test - Truck 28	75.00
	04/10/2024		Opacity Test - Truck 54	75.00
	04/10/2024		Opacity Test - Truck 22	75.00
	04/10/2024		Opacity Test - Truck 52	75.00
	04/10/2024		Opacity Test/Travel Time (Henshaw) - Truck 64	525.00
	04/10/2024		Opacity Test - Truck 26	75.00
74591	04/10/2024	Garda CL West, Inc	Armored Transport 04/2024	460.43
74592	04/10/2024	Grainger	Intrusion Switches (3)	600.17
74593	04/10/2024	Hach Company	CL17 Buffers/Reagents (8)	661.19
	04/10/2024		PH Buffer 7.0 (20)	83.56
	04/10/2024		PH Buffer 10.0 (20)	53.25
74594	04/10/2024	Hi-Line Inc	Shop Supplies	641.11
74595	04/10/2024	Home Depot Credit Services	Batteries for Cordless Tools (2)	269.54
	04/10/2024		Hose Saw	11.88
	04/10/2024		Supplies - E32	93.47
	04/10/2024		Nail Gun Rental	36.98
	04/10/2024		Nail Gun Rental	36.98
	04/10/2024		Nail Pullers, Tools	43.24
	04/10/2024		Kneeling Pads	14.05

Payment Number	Payment Date	Vendor	Description	Amount
	04/10/2024		Refrigerator Filter	64.94
	04/10/2024		Storage Bins for Garage	34.55
	04/10/2024		Treated Wood	127.13
	04/10/2024		Fence Parts - Pump Station 12	118.70
	04/10/2024		Material for Roof Repair - Pump Station 12	238.19
	04/10/2024		Fence Parts - Pump Station 12	307.33
	04/10/2024		Material for Roof Repair - Pump Station 12	78.80
	04/10/2024		Material for Roof Repair - Pump Station 12	1,240.61
	04/10/2024		Material for Roof Repair - Pump Station 12	160.98
	04/10/2024		Shop Brooms, Cabinet Door Screws, Drill Bits	116.05
	04/10/2024		Chlorine, Chlorine Tablets	201.96
	04/10/2024		Tools, Cleaners	80.31
	04/10/2024		Tools	250.76
	04/10/2024		Tools	407.23
	04/10/2024		Supplies	39.76
	04/10/2024		Concrete Rapid Set 60lb bag (50)	743.97
	04/10/2024		Concrete 60lb bag (180)	898.07
74596	04/10/2024	Joe's Paving	Patch Paving	9,211.75
	04/10/2024		Patch Paving	5,869.25
74597	04/10/2024	Jan-Pro of San Diego	Janitorial Services 03/2024	4,497.00
74598	04/10/2024	Kronick Moskovitz Tiedemann & Girard	Legal 02/2024	7,969.00
74599	04/10/2024	Lightning Messenger Express	Messenger Service 3/1/24, 3/8/24, 3/15/24	288.00
	04/10/2024		Messenger Service 03/29/24	96.00
74600	04/10/2024	Makelele Systems Landscape & Maintenance, Inc	Landscape Service 03/2024	1,650.00
74601	04/10/2024	Mallory Safety and Supply, LLC	Jacket Rain XL (1)	137.48
74602	04/10/2024	Marselino Sanchez	Reimburse - Electrical Training 4/2/24 - 4/3/24	127.30
74603	04/10/2024	McMaster-Carr Supply Company	Voltage Labels	80.64
	04/10/2024		Parts - E Reservoir	1,243.99
74604	04/10/2024	Moody's	Dump Fees/Oversize (4)	2,400.00
74605	04/10/2024	NAPA Auto Parts	Filters (3)	24.97
	04/10/2024		Diesel Engine Fluid & Windshield Wash Fluid	149.02
74606	04/10/2024	North County Auto Parts	Shop Chemicals, Oil	122.30
74607	04/10/2024	One Source Distributors	R/X Safety Eyewear	(211.09)
	04/10/2024		Air Monitor Calibration Gas	232.52
74608	04/10/2024	Paychex of New York LLC	Onboarding/Recruiting/Benefits 04/2024	812.50
74609	04/10/2024	Powerland Equipment, Inc	Flails, D Rings, Bar Oil, Premix Oil	1,014.53
74610	04/10/2024	Rincon del Diablo MWD	MD Reservoir Water Service	36.13
74611	04/10/2024	Volvo Construction Equipment & Services	Pipe	(199.01)
	04/10/2024		Hydraulic Service Parts - E1	972.74
74612	04/10/2024	San Diego Friction Products	Exhaust Stack Pipe	289.63
	04/10/2024		Exhaust Stack Pipe	(253.17)
74613	04/10/2024	San Diego Gas & Electric	Electric 03/2024 - Warner Ranch House	78.41

Payment Number	Payment Date	Vendor	Description	Amount
74614	04/10/2024	Siemens Industry Inc	3" MAG 5100W - 7ME6520-3MJ12-2LA2 Flowmeter (1)	3,754.11
74615	04/10/2024	Southern Counties Lubricants, LLC	Fuel 03/16/2024 - 03/31/2024	6,926.39
74616	04/10/2024	Stillwater Sciences	As-Needed HABS Consulting 01/29/24 - 03/03/24	9,736.25
74617	04/10/2024	Bend Genetics, LLC	HABS Lab Analysis	1,959.00
74618	04/10/2024	UniFirst Corporation	Uniform Service	259.36
74619	04/10/2024	Verizon Wireless	Air Cards (4)	152.04
	04/10/2024		SCADA Remote Access	409.40
74620	04/10/2024	Vista Fence Company Inc	Fencing - Pump Station 12	207.11
74621	04/10/2024	TS Industrial Supply	50" High Pressure Water Hose	229.36
	04/10/2024		Pry Bar 18" Rolling Head (1)	36.59
	04/10/2024		Poly Sprayer 1 gallon (1)	84.86
	04/10/2024		Shovel Spade (4)	254.63
	04/10/2024		Abrasive Mesh Roll 120G (5)	148.09
	04/10/2024		Abrasive Mesh Roll 180G (5)	134.61
	04/10/2024		Hat Hard Full Brim with Ratchet Head Gear (4)	120.46
	04/10/2024		Measuring Tape 25' Engineering (5)	104.46
	04/10/2024		Welding Gloves LG (3)	90.87
	04/10/2024		Sling Lifting 2"x10' Heavy Duty (2)	88.98
	04/10/2024		Probe Soil 3/8"x4' SSP 400 SS (1)	83.35
	04/10/2024		Shovel Square Point (6)	214.34
	04/10/2024		Hose 50' 5/8" Garden Heavy Duty (1)	79.10
	04/10/2024		Sling Lifting 2"x8' Heavy Duty (2)	75.41
	04/10/2024		Sling Lifting 2"x6' Heavy Duty (2)	61.85
	04/10/2024		Welding Gloves MED (2)	60.58
	04/10/2024		Hammer 3lb Brass Sledge (1)	150.47
	04/10/2024		Knee pad with Velcro (2)	35.96
	04/10/2024		Rake Leaf (1)	28.31
	04/10/2024		Shovel Mud (1)	81.19
	04/10/2024		First Aid Kits (3)	125.55
74622	04/17/2024	Refund Check 74622	Customer Refund	1,924.72
74623	04/17/2024	AED Brands	Philips FRx AED (3)	4,189.83
74624	04/17/2024	Amazon Capital Services	Mailbox - Independence Way	227.31
	04/17/2024		ABS Control Module - Truck 73	659.10
	04/17/2024		ABS Control Module Freight - Truck 73	(15.01)
	04/17/2024		Warehouse Supplies	193.76
	04/17/2024		ABS Control Module - Truck 73	(644.09)
74625	04/17/2024	Answering Service Care, LLC	Answering Service 01/2024	275.00
	04/17/2024		Answering Service 02/2024	295.70
74626	04/17/2024	AquaTechnex, LLC	Application of Phycomycin to Lake Henshaw - HABS	22,445.00
74627	04/17/2024	Asbury Environmental Services	Used Coolant Disposal	5.00
	04/17/2024		Used Oil Disposal	100.00
74628	04/17/2024	Bailey Backer	2024 Water Awareness Calendar Contest (1st)	100.00

Payment Number	Payment Date	Vendor	Description	Amount
74629	04/17/2024	Bryan and the Bee's	Live Bee Removal (1)	192.50
74630	04/17/2024	Burke, Williams & Sorensen, LLP	Legal 03/2024	3,438.00
74631	04/17/2024	Cal Pacific Truck Center LLC	Headlight Switch Module - Truck 44	506.27
74632	04/17/2024	Cecilia's Safety Service Inc	Traffic Control - Independence Way	4,370.00
	04/17/2024		Traffic Control - Grandview Rd/Monte Mar Rd	3,135.00
	04/17/2024		Traffic Control - Alta Vista Dr	1,710.00
	04/17/2024		Traffic Control - Thibodo Dr	2,992.50
	04/17/2024		Traffic Control - West Drive	1,543.75
74633	04/17/2024	City Treasurer	Service Agreement for AED's (4)	175.00
74634	04/17/2024	Coastal Chlorination & Backflow	Chlorination of Main - Independence Way	557.00
74635	04/17/2024	Complete Office of California, Inc	Office Supplies	79.91
74636	04/17/2024	Core & Main	Spools for 3" Meter Install (2)	768.58
	04/17/2024		Meter Adapter / 3/4" x 1" / Ford #A34R-NL (30)	438.42
	04/17/2024		12" PO Angles (4)	2,133.87
74637	04/17/2024	Cosco Fire Protection, Inc	Annual Fire Sprinkler/Alarm Inspection	2,990.00
74638	04/17/2024	EDCO Waste & Recycling Services Inc	Trash Service 03/2024 - VID Headquarters	552.91
74639	04/17/2024	Hach Company	Water Quality Supplies	3,370.71
	04/17/2024		PH Buffer 4.0 (20)	53.25
74640	04/17/2024	Hawthorne Machinery Co	Hose Kit - L4	(27.54)
	04/17/2024		Seat Part - B23	32.39
	04/17/2024		Seat Parts - B23	53.25
	04/17/2024		Lower Thermostat Housing - L4	280.89
74641	04/17/2024	InfoSend Inc	Data Processing/Mailing Service 03/2024	14,337.49
74642	04/17/2024	Juliette Stoiloff	2024 Water Awareness Calendar Contest (2nd)	50.00
74643	04/17/2024	Ken Grody Ford Carlsbad	New Engine Installed - Truck 39	14,346.46
74644	04/17/2024	Lawnmowers Plus Inc	Weed Eater String	18.85
	04/17/2024		Trimmer Line (9)	523.67
	04/17/2024		Chain Saw Blade Sharpening	47.96
	04/17/2024		Throttle Cable Assembly	60.54
74645	04/17/2024	Major League Pest	Monthly Pest Control	225.00
74646	04/17/2024	Moody's	Dump Fees/Oversize (2)	1,200.00
	04/17/2024		Dump Fees/Oversize (4)	2,400.00
74647	04/17/2024	North County Auto Parts	Wiper Blades (6)	41.37
	04/17/2024		Spark Plugs for Concrete Saws (10)	33.12
	04/17/2024		Shop Chemicals, Oil	168.50
	04/17/2024		Shop Chemicals	62.29
74648	04/17/2024	North County Lawnmower Inc	Weed Whip Line	146.51
74649	04/17/2024	O'Reilly Auto Parts	Anti-Slip Trend Plates	20.98
	04/17/2024		Radiator - Truck 66	244.42
74650	04/17/2024	Pacific Pipeline Supply	Meter Adapter / 3/4" x 1" with soft gasket (50)	866.00
	04/17/2024		Compression Angle Stops (2)	307.54
74651	04/17/2024	San Diego Door Controls, Inc	Rollup Door Adjustment	270.00

Payment Number	Payment Date	Vendor	Description	Amount
74652	04/17/2024	San Diego Friction Products	Suspension Parts - Truck 22	280.03
74653	04/17/2024	Save Our Heritage Organisation	WCRH Operating Cost 04/2024 - 06/2024	3,000.00
74654	04/17/2024	Skylar Burtner	2024 Water Awareness Calendar Contest (3rd)	25.00
74655	04/17/2024	Staples	Gift Cards (3) - Teachers / 2024 Calendar Contest	120.00
74656	04/17/2024	Bend Genetics, LLC	HABs Lab Analysis	1,553.00
74657	04/17/2024	Midas Service Experts	Tires (4) - Truck 43	1,170.08
	04/17/2024		Alignment - Truck 43	79.99
	04/17/2024		Tire (1) - Truck 43	293.60
74658	04/17/2024	Umpqua Bank	FasTrak Transponders	200.00
	04/17/2024		Cable & Calibration Solution for Handheld Device - HABs	271.00
	04/17/2024		ACWA Spring Conference - P Sanchez	429.96
	04/17/2024		ACWA Spring Conference - R Vasquez	373.96
	04/17/2024		ACWA Legislative Symposium - J MacKenzie	335.00
	04/17/2024		Retirement Cake	59.99
74659	04/17/2024	UniFirst Corporation	Uniform Service	258.96
74660	04/17/2024	Water District Jobs	Employment Advertising	145.00
74661	04/17/2024	TS Industrial Supply	Impact Sockets (6)	105.34
	04/17/2024		Pry Bar 18" Rolling Head (3)	109.76
	04/17/2024		2" Camlock Fitting Gaskets (20)	32.26
Grand Total:				463,837.23



STAFF REPORT

Agenda Item: 7

Board Meeting Date: May 1, 2024
Prepared By: Sandra Sanchez
Reviewed By: Breona Paz/Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: WATER AWARENESS POSTER CONTEST AWARDS

RECOMMENDATION: Award prizes to the winners of the Water Awareness Poster Contest as follows: 1st place prize of \$100.00 to Bailey Backer of Empresa Elementary School, 2nd place prize of \$50.00 to Juliette Stoiloff of Tri-City Christian School, and 3rd place prize of \$25.00 to Skylar Burtner of Tri-City Christian School.

PRIOR BOARD ACTION: At its May 3, 2023 meeting, the Board awarded prizes to the winners of the Water Awareness Poster Contest as follows: 1st place prize of \$100.00 to Belinda Chacon of Grapevine Elementary, 2nd place prize of \$50.00 to Olivia Rye of St. Francis School, and 3rd place prize of \$25.00 to Caroline Noesgaard of Casita Center.

FISCAL IMPACT: \$325, including student awards and teacher gift bags.

SUMMARY: A poster contest for fourth graders is sponsored annually by the North County Water Agencies, a group of thirteen northern San Diego county water agencies dedicated to promoting water conservation and awareness; this is the 32nd year the District has participated in the contest. This year’s theme was “Love Water, Save Water”. The District received 205 entries; a panel made up of three District employees selected the winners based on the theme, quality of artwork, originality, and design.

<u>Place</u>	<u>Student</u>	<u>School</u>	<u>Award</u>
1 st	Bailey Backer	Empresa Elementary School	\$100.00
2 nd	Juliette Stoiloff	Tri-City Christian School	\$ 50.00
3 rd	Skylar Burtner	Tri-City Christian School	\$ 25.00

All three posters will appear in the 2025 Water Awareness Calendar published by the North County Water Agencies. The District’s first place winner’s poster will be featured on the cover or with a month in the calendar, and the second and third place winner’s posters will be shown as thumbnails in the calendar. Teachers of the winning students will receive a gift bag in recognition of their efforts.



STAFF REPORT

Agenda Item: 8

Board Meeting Date: May 1, 2024
Prepared By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: SCHOLARSHIP CONTEST AWARD PRESENTATIONS

RECOMMENDATION: Award \$2,000 scholarships in honor of George S. Henry, Vista Irrigation District's first Board President, to Elizabeth Fellars and Juan Paz from Rancho Buena Vista High School and Ilona Medina from Vista High School.

PRIOR BOARD ACTION: On April 17, 2024, the Board selected the three winners for the Vista Irrigation District scholarship contest.

FISCAL IMPACT: \$6,000.

SUMMARY REPORT: In November 2023, application packets, which included a brochure for the scholarship contest in honor of George S. Henry, Vista Irrigation District's first Board President in 1923, were provided to counselors of high schools located within the District's jurisdictional boundaries. Follow-up calls and e-mails were made to the counselors to ensure receipt of application materials and inquire as to students' interest in the program; additional scholarship promotional efforts included issuing a news release and promoting the contest on the District's website and San Diego County Water Authority's Water News Network webpage and in the City of Vista's newsletter. Application materials were made available on the District's website.

The District received eight applications from eligible high school seniors by the February 23, 2024 deadline. Of those, there were three from Vista High School; three from Rancho Buena Vista High School; and two from Guajome Park Academy.

Public Affairs Committee (Committee) members Sanchez and Kuchinsky were the judges for the contest. At its April 17, 2024 meeting, the Board approved the Committee's recommendation to award \$2,000 scholarships to Elizabeth Fellars and Juan Paz from Rancho Buena Vista High School and Ilona Medina from Vista High School. Once enrolled at a college, university or trade school, District staff will forward a check directly to the school on each recipient's behalf.

ATTACHMENTS: Certificates of scholarship award

SCHOLARSHIP VOUCHER

Elizabeth Fellars

has been awarded a

\$2,000.00 Scholarship

from Vista Irrigation District
in recognition of her academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Richard Vasquez, Board President

Date

SCHOLARSHIP VOUCHER

Juan Paz

has been awarded a

\$2,000.00 Scholarship

from Vista Irrigation District
in recognition of his academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Richard Vasquez, Board President

Date

SCHOLARSHIP VOUCHER

Ilona Medina

has been awarded a

\$2,000.00 Scholarship

from Vista Irrigation District
in recognition of her academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Richard Vasquez, Board President

Date



STAFF REPORT

Board Meeting Date: May 1, 2024
Prepared By: Randy Whitmann, Frank Wolinski, Shallako Goodrick and Leslie Dobalian
Approved By: Brett Hodgkiss

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

April

- The District has replaced approximately 10.70 miles of Nipponite pipe since 2002 with 5.21 miles remaining as shown below. Replacement of 0.73 miles of Nipponite pipe is currently in design and 0.11 miles is in construction.

Miles of Nipponite Remaining

Diameter	Risk			Total
	High	Medium	Low	
4-inch	0.04	0.33	0.00	0.38
6-inch	0.00	0.10	0.34	0.44
8-inch	0.40	1.01	1.03	2.44
Sub-total	0.44	1.45	1.37	3.26
10-inch	0.39	0.14	0.53	1.06
12-inch	0.00	0.00	0.90	0.90
Total	0.84	1.58	2.79	5.21

- The District has replaced approximately 7,066 feet (1.34 miles) of pipe (steel – 3,205 feet, PVC – 0 feet, non-Nipponite asbestos cement – 1,604 feet and Nipponite – 2,257 feet) in Fiscal Year 2024.
- Filed California Environmental Quality Act (CEQA) Notice of Exemption for the Lonsdale Lane/East Indian Rock Road pipeline replacement project based on its conformity with Section 15282 (k) of the CEQA Guidelines (installation of a new pipeline less than one mile in length within District easements/public right-of-way).
- Edg Hill (E) Reservoir Replacement and Pump Station – Gateway Pacific continued pump station electrical work and landscaping, began site drainage, finished paving preparation, security fencing installation, and coating the exterior of the tank. As of March 31, 2024, the project was approximately 111.4 percent complete based on time (behind schedule) and 89.2 percent complete based on cost (\$8.30 million of \$9.30 million contract amount has been invoiced).
- Flume Replacement Alignment Study – Brown and Caldwell began preparing the final recommended alignment report.
- Deodar Reservoir Rehabilitation – Pacific Hydrotech began site demolition and clearing activities.

- Projects along Flume
 - The Villages – 380 dwelling unit residential subdivision along Country Club Lane, between Nutmeg Street and Pamela Lane in Escondido. Project is under construction; storm drain work along the Jones Siphon and the relocation of an 18-inch transmission main that feeds the Bennett service area have been completed.
 - Nutmeg Homes – 137 dwelling unit residential subdivision along Nutmeg Street between Centre City Parkway and Interstate 15 in Escondido. Project is in the design phase and requires District review and approval of grading, street and utility improvement plans along Nutmeg Street. Draft plans call for additional fill along Nutmeg Street and over approximately 400 feet of the Caldwell Siphon section of the Flume. The District has approved agreements to allow the additional fill, quitclaim the portion of the District’s Flume easement over the property, and participate in the project’s Community Facilities District. Staff is currently working with the developer to finalize their grading plans.

May

- Mainline Replacement Projects in design (current projects): Lonsdale Ln.*, Alta Vista Dr., Vale Terrace Dr., McGavran Dr., Plumosa Ave., Via Christina, Lado De Loma Dr.*, Eddy Dr., Rancho Vista Rd., Indiana Ave.*, Camino Patricia, Camino Corto, Goetting Wy., Oro Avo Dr. *, Shale Rock Rd., Nevada Ave., N. Citrus Ave., Lemon Ave., Hillside Terrace, Buena Creek Rd., Estrelita Dr., Victory Dr., Oak Dr.*, Queens Wy. (Total length = 7.31 miles).
- Mainline Replacement Projects in planning (future projects): Camino Culebra*, Catalina Ave.*, Friendly Dr.*, E. Vista Wy., Nordahl Rd.*, HN Line - Gopher Canyon Rd. to Fairview Dr., Buena Creek Rd.*, Lower Ln., Easy St.*, West AB Line – Esplendido Ave. and Bella Vista Dr.*, Colavo Dr.*, Rancho Vista Rd., Bandini Pl., HP Line – Hardell Ln. to Camino de las Lomas, Crescent Dr.*, Descanso Ave., San Clemente Ave.* (Total length = 6.69 miles).
- Edgeland (E) Reservoir Replacement and Pump Station – Gateway Pacific to complete electrical work and commence start up testing of the pump station, landscaping activities, site drainage, finish paving, security fencing installation, and coating the exterior of the tank.
- Flume Replacement Alignment Study – Brown and Caldwell to continue preparing the final recommended alignment report.
- Deodar Reservoir Rehabilitation – Pacific Hydrotech to continue site demolition and clearing activities, and begin grading and excavation for retaining wall construction.

*Nipponite pipe

WATER RESOURCES DIVISION

**VID Water Production
March 2024**

Description	Current Month Production		Average Production Last 12 Months		Total, Fiscal Year-to-Date
	(mgd)	(af)	(mgd)	(af)	(af)
VID's EVWTP Water Production					
Local Water	4.74	451.30	3.97	370.98	3,173.90
SDCWA Raw Water	5.35	509.10	7.88	739.31	6,703.00
Subtotal (EVWTP Water Production)	10.10	960.40	11.85	1,110.28	9,876.90
Oceanside Contract Water	0.00	0.00	0.61	56.97	656.10
SDCWA Treated Water	-0.20	-18.90	1.08	101.35	869.90
TOTAL WATER PRODUCTION	9.90	941.50	13.54	1,268.60	11,402.90

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

Lake Henshaw

Storage as of April 23, 2024:	28,606 af (55% of 51,832 af capacity)
Current releases:	0 cfs
Change in storage for month of April:	2,381 af (gain)
Total releases for month of March:	0 af
Fiscal year-to-date rain total:	26.12 inches (April 23, 2024)
Percent of yearly average rain:	110% (30-year average: 23.78 inches)
Percent of year-to-date average rain:	113% (30-year average through April: 23.10 in.)

Warner Ranch Wellfield

Number of wells running in March:	0 (minimal pumping for maintenance)
Total production for month of March:	8 af
Average depth to water table (April):	68 ft (see attached historical water table chart)

April

- Harmful Algal Blooms (HABs)
 - Performed HABs sampling in Lake Henshaw on March 25, April 2, and April 15, 2024. Microcystin and anatoxin-a concentrations were “non-detect” for the samples collected on March 25 and April 2, 2024. Microcystin and anatoxin-a concentrations were “non-detect” for the samples collected on April 15, 2024 with the exception of two samples that detected microcystin at concentrations below the caution level. Sampling was conducted on April 22, 2024; results are pending as of the writing of this report.
 - Treated Lake Henshaw with peroxide-based algaecide on April 2 through 3, 2024, April 15 through 16, 2024 and April 23 through 24, 2024 and lanthanum-modified clay on April 16 through 19, 2024.

May

- Participate in a consultation meeting with the San Luis Rey Indian Water Rights Settlement Implementing Parties.
- Treat Lake Henshaw with multiple peroxide-based algaecide applications.

ATTACHMENTS:

- Lake Henshaw Resort, Inc., Activity Reports – February 2024
- VID's Warner Wellfield – Water Table Depth vs. Monthly Wellfield Production
- Fiscal Year 2024 Budget and Expenses related to HABs

OPERATIONS & FIELD SERVICES

April

- Water Quality Call/Incident for April – received one taste and odor call. The call was attributed to pipe lubricant from a newly installed water main that was resolved with flushing.
- Inspected and tested 15 new backflow devices that were integrated into the District’s cross-connection control program.
- E32/E30S solar panel project – fencing has been completed except for the two gates that are still back-ordered.
- Installed a new electric meter pedestal (previously damaged by a vehicle) and coordinated with SDG&E to restore commercial power to E32 regulator.
- Completed field verifications for the lead service line inventory required by the Environmental Protection Agency’s Lead and Copper Rule Revisions; none of the 980 services verified were made of lead on the District-owned or customer segment of the service line.
- Continued data collection for the 2024 Consumer Confidence Report.

- Continued weed abatement at various reservoirs and the flume.
- Continued mainline replacement of Nipponite and non-Nipponite AC pipe on Camino Loma Verde and Grandview Road – install approximately 1,850’ of various sizes of PVC pipe, 19 services and 2 hydrant laterals. Approximately 98% complete.
- Continued mainline replacement of steel and non-Nipponite AC pipe on Independence Way – install approximately 6,100’ of various sizes of PVC pipe, 84 services and 10 hydrant laterals. Approximately 35% complete.

May

- Continue E32/E30S solar panel project (fencing).
- Continue data collection for the 2024 Consumer Confidence Report.
- Continue mainline replacement of Nipponite and non-Nipponite AC pipe on Camino Loma Verde and Grandview Road – install approximately 1,850’ of various sizes of PVC pipe, 19 services and 2 hydrant laterals.
- Continue mainline replacement of steel and non-Nipponite AC pipe on Independence Way – install approximately 6,100’ of various sizes of PVC pipe, 84 services and 10 hydrant laterals.

Electrical Energy Use at VID Headquarters

March 2024

	Current Month Production	Average of Last 12 Months	Total, Fiscal Year-to-Date
Description	(kWh)	(kWh)	(kWh)
Solar Production (\$0.19 per kWh)	24,990	17,522	136,730
Power purchased from Direct Energy (\$0.05 per kWh)	17,559	25,275	258,131
TOTAL ELECTRICAL ENERGY USE	42,549	42,797	394,861

ADMINISTRATION DIVISION

April

- Continued coordinating development of the District budget.
- Issued a news release regarding Special Districts Week.
- Participated in the Alta Vista Botanical Gardens Earth Day on April 20, 2024.
- Began mailing of customer notice regarding the availability of the Consumer Confidence Report (annual water quality report) on-line beginning July 1, 2024 with water bills.
- Completed recruitments for the Senior Construction Worker and Construction Worker positions. Martin Tinch accepted a promotion to the Senior Construction Worker position and Luke Stockes accepted a promotion to the Construction Worker position.
- Continued recruitments for Engineering Specialist I/II positions.
- Began recruitment for Utility Worker Trainee and Water Resources Manager positions.
- Coordinated dog bite prevention training and first aid, cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) training for field personnel.

May

- Continue coordinating development of the District budget.
- Continue recruitments for Engineering Specialist I/II, Utility Worker Trainee, Water Resources Manager and positions.
- Begin recruitment for Heavy Equipment Operator position.
- Continue coordinating first aid, CPR and AED training for field personnel.

ACHIEVEMENTS – FISCAL YEAR 2024

- Completed field verifications for the lead service line inventory required by the Environmental Protection Agency’s Lead and Copper Rule Revisions (April 2024).
- Participated in the Alta Vista Botanical Gardens Earth Day (April 2024).
- Hosted a WaterSmart Landscape Makeover Workshop (March 2024).
- Installed a 24-inch inline butterfly valve on HL main (February 2024).
- Participated in the City of Vista Storm Water event at Buena Vista Creek (February 2024).
- Completed mainline replacement of non-Nipponite AC pipe on Watson Way – installed approximately 400’ of 8-inch PVC pipe, 8 services and 1 hydrant lateral. (January 2024)
- Completed mainline replacement of non-Nipponite AC pipe on Cabrillo Circle – installed approximately 150’ 4-inch PVC pipe and five services (December 2023).
- Completed mainline replacement of Nipponite pipe on Olive Avenue – installed approximately 2,000’ of various sizes of PVC pipe, 38 services and 3 hydrant laterals (December 2023).
- Completed report related to implementing alternatives for the long-term management and mitigation of harmful algal blooms in Lake Henshaw (December 2023).
- Recognized at Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Board meeting; Risk Control Grant project (flow control facility solar panel project) and H.R. LaBounty Safety Award winning submittal (valve maintenance truck flatbed build) highlighted during presentations. Received ACWA JPIA President’s Special Recognition Workers’ Compensation Program award (November 2023).
- Hosted the WaterSmart Landscape Makeover Workshop (November 2023).
- Received proclamations from Congressman Mike Levin, County of San Diego Board of Supervisors and City of Vista and resolutions from Senator Catherine Blakespear and Assemblywoman Laurie Davies and the Rincon Band of Luiseño Indians recognizing and congratulating the District on its 100th Anniversary (September 2023).
- Received a gift from the San Luis Rey Indian Water Authority in honor of the District’s 100th Anniversary (September 2023).
- Held the District’s 100th Anniversary Celebration event (September 2023).
- Completed mainline replacement of steel and AC pipe on East Taylor Street and Airborne Drive – installed approximately 1,400’ of various-size PVC pipe, 10 services and 1 hydrant lateral (August 2023).
- Reduced Workers’ Compensation experience modifier from 1.19 to 0.69, resulting in an annual premium savings of \$76,000 (August 2023).
- Received a proclamation from the San Diego County Water Authority and resolution from the Olivenhain Municipal Water District recognizing and congratulating the District on its 100th Anniversary (August 2023).
- Received a resolution from the Santa Fe Irrigation District recognizing and congratulating the District on its 100th Anniversary (July 2023).
- Received Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2022 (July 2023).
- Received Association of California Water Agencies Joint Powers Insurance Authority 2023 Wellness Grant (July 2023).

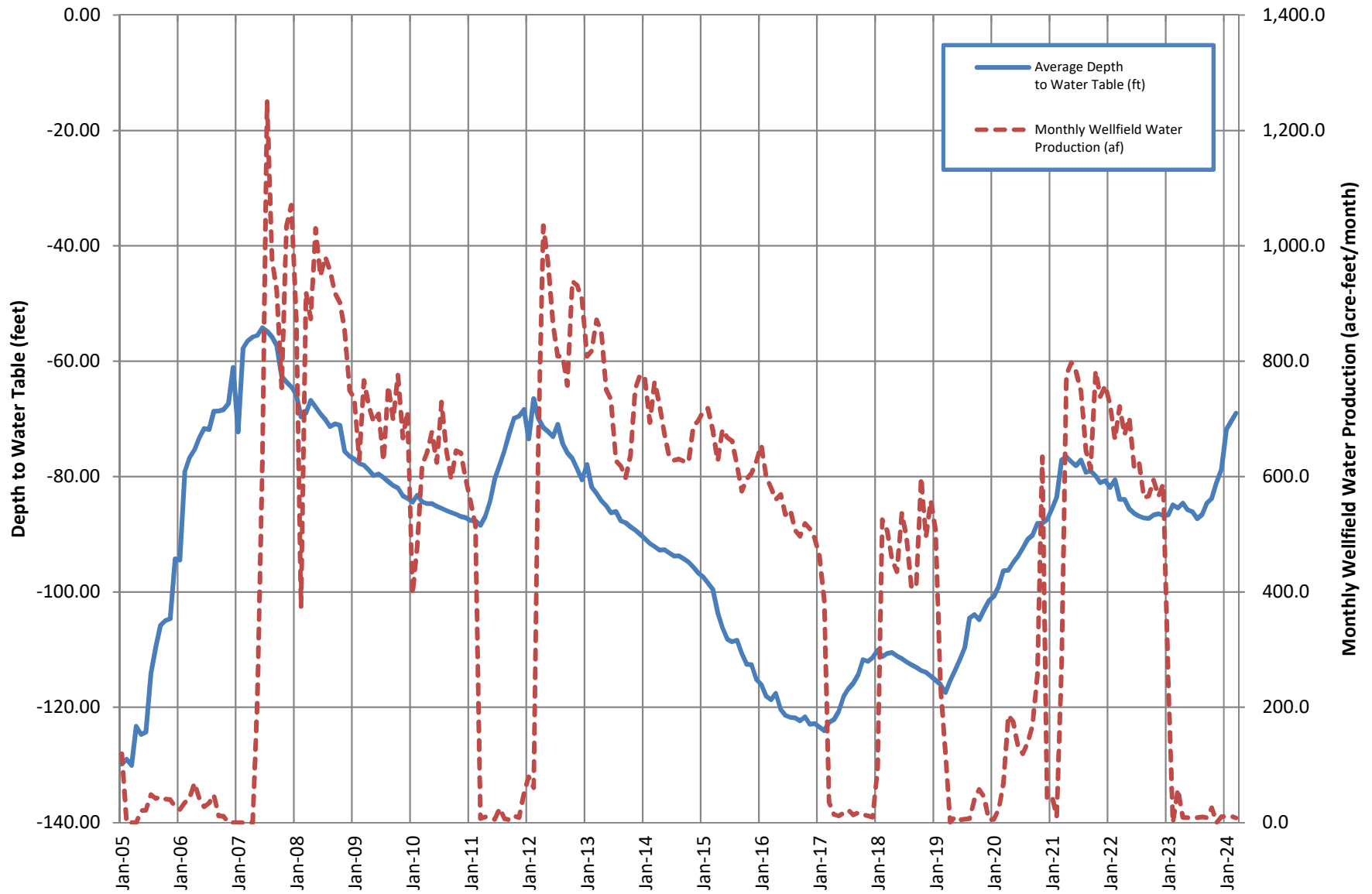


**LAKE HENSHAW RESORT, INC.
ACTIVITY REPORT
AS OF FEBRUARY 29, 2024**

	2023 Feb	2023 Mar	2023 Apr	2023 May	2023 Jun	2023 Jul	2023 Aug	2023 Sep	2023 Oct	2023 Nov	2023 Dec	2024 Jan	2024 Feb	12 MO AVG
Fishing Permits	144	166	451	635	1,019	671	441	562	379	262	148	116	159	417
Boat Launches	0	2	24	44	48	37	26	31	15	12	7	18	6	23
Motor Boats (full day rental)	3	0	22	35	43	31	30	29	14	15	19	19	0	21
Motor Boats (half day rental)	0	0	3	8	3	26	9	11	3	1	0	0	0	5
Campground/Head Count	59	868	579	2,157	820	1,318	453	1,002	581	112	10	10	84	666
Campground/Cars, Trucks, etc.	44	51	186	732	268	416	244	426	204	50	29	30	40	223
Campground/Recreational Vehicles	12	7	22	6	0	16	0	1	31	0	0	0	0	7
Mobile Home/Spaces	70	70	70	70	71	72	72	72	71	76	76	72	72	72
M.H.P. (Residents/Head Count)	101	101	101	101	101	101	101	101	100	108	108	103	103	102
Storage	6	6	6	6	6	6	6	6	6	6	6	6	7	6
Cabins	81	180	210	187	51	215	130	235	152	96	137	67	74	145
Hunters	0	0	0	0	0	0	0	0	0	0	76	79	0	13

VID's Warner Wellfield

Water Table Depth vs. Monthly Wellfield Production



FY 2024 Budget and Expenses related to HABs

as of 04/23/2024

Description	Amount
Water Quality Testing Services & Supplies	
Cyanotoxin/Cyanobacteria Testing - Bend Genetics	\$ 91,684
Other Lab Testing	\$ 38,689
Sample bottles, misc. supplies & equipment	\$ 1,383
Shipping	\$ 14,914
Subtotal, approx. total expenses	\$ 146,671
VID Portion of approximate expenses	\$ 73,335.48
VID FY 2024 Budget	\$ 64,700
Percent of VID Budget	113%
Water Treatment Services & Supplies	
Copper algaecide purchase	\$ 116,557
Copper algaecide application	\$ 23,750
Peroxide algaecide purchase	\$ 665,636
Peroxide algaecide application	\$ 112,255
Lanthanum-modified clay purchase	\$ 634,432
Lanthanum-modified clay application	\$ 49,900
Subtotal, approx. total expenses	\$ 1,602,531
VID Portion of approximate expenses	\$ 801,265
VID FY 2024 Budget	\$ 1,201,598
Percent of VID Budget	67%
HABs Consultants	\$ 121,880
VID Portion of approximate expenses	\$ 60,939.91
VID FY 2024 Budget	\$ 105,000
Percent of VID Budget	58%
Total VID Expenses, FY 2024 to date	\$ 935,541



PUBLIC AFFAIRS

COMMITTEE REPORT

Agenda Item: 10

Board Meeting Date:

May 1, 2024

Approved By:

Dirs. Sanchez & Kuchinsky

SUBJECT: 2023 ANNUAL REPORT

RECOMMENDATION: Approve 2023 Annual Report.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: Design and layout of the annual report is performed in-house by District staff. No outside printing costs are anticipated for the 2023 Annual Report. The document will be available for viewing on the District's website.

SUMMARY: Each year the District prepares an annual report that includes a financial summary, demographic data and articles about various water related topics, such as, infrastructure improvements, District operations and water supply. The annual report is posted on the District's website and printed upon request.

DETAILED REPORT: On October 5, 2023, the Public Affairs Committee met and provided input on information to be contained in the 2023 Annual Report. The layout and design process of the annual report was completed in late March 2024, and the Committee reviewed and made suggested changes to the draft 2023 Annual Report on April 10, 2024. The Committee's changes have been incorporated, and the draft 2023 Annual Report is now ready for the full Board's review and approval.

ATTACHMENT: Draft 2023 Annual Report

VISTA IRRIGATION DISTRICT 2023 ANNUAL REPORT



OUR MISSION

The mission of Vista Irrigation District is to provide a reliable supply of high quality water that meets the needs of its present and future customers in an economically and environmentally responsible manner.

Vista Irrigation District serves roughly 131,000 people through approximately 29,000 residential and business connections in Vista and portions of Escondido, Oceanside, San Marcos and unincorporated areas of San Diego County.

On the Cover:
Vista Irrigation District
100 Year Anniversary Logo

A Message from the Board President

This past year marked a significant milestone for the District as we celebrated our 100-year anniversary. As someone who has proudly served on the District's Board of Directors for nearly one-third of that time, I've had the privilege of being part of an organization that has helped our community thrive. Since my initial election in 1992, the population the District serves has surged by over 30%, a dynamic business park was established, and downtown Vista has undergone a remarkable renewal.



Jo MacKenzie
2023 Board President
Director, Division 5

I am equally as proud of how the District adapted to face the many challenges along the way. Multiple historic droughts occurred, a decades long water rights dispute was resolved that secured the District's local water rights, and most recently, the COVID pandemic during which the District managed vital operations without interruption. Throughout these challenges, the District has remained steadfast in its commitment to provide a reliable source of water to the community by investing in major capital improvements to the district's infrastructure.

I am proud to be of part of an organization that has been built upon a century of dedication and service. We are looking forward to our next 100 years, and I am confident that the District is well-equipped to meet the challenges that lie ahead. Many things have changed over the years; however, the District's commitment to providing safe and reliable drinking water remains the number one goal as it has for the past 100 years.

A Message from the General Manager

Vista Irrigation District celebrated its 100th anniversary in 2023. Much has changed since Vista Irrigation District formed in 1923; in those days, we served a population of roughly 300, and today we serve a population of over 130,000. What hasn't changed is our mission of providing a reliable supply of high quality water to you, our customers.

Over the past year, we continued to make progress on infrastructure projects that are important to ensuring water service reliability to current and future customers. We proactively replaced nearly two miles of pipeline as part of its main replacement program which put in place in 1995. Planning for the replacement of the nearly 100-year old, 11-mile long Vista Flume, which carries water from the Escondido-Vista Water Treatment plant to our distribution system, continued with a decision on the project coming 2024. Also, substantial progress was made on the construction of the new Edgehill Reservoir and Pump Station project in 2023; the new reservoir, which will be completed in 2024, will be larger than the 93-year old reservoir it is replacing, nearly doubling the storage capacity at this location (1.5 million gallons to 2.92 million gallons).

In 2023, we remembered our history and celebrated 100 years of service and stewardship, recognizing that none of this would be possible without the efforts of our dedicated Board members and employees, past and present. We are proud to be one of the oldest water districts in southern California and proud of our track record. As the Vista Irrigation District enters its 101st year of operation, it has positioned itself to succeed and continue to deliver a safe and reliable water supply to its customers now and into its second century of operation.



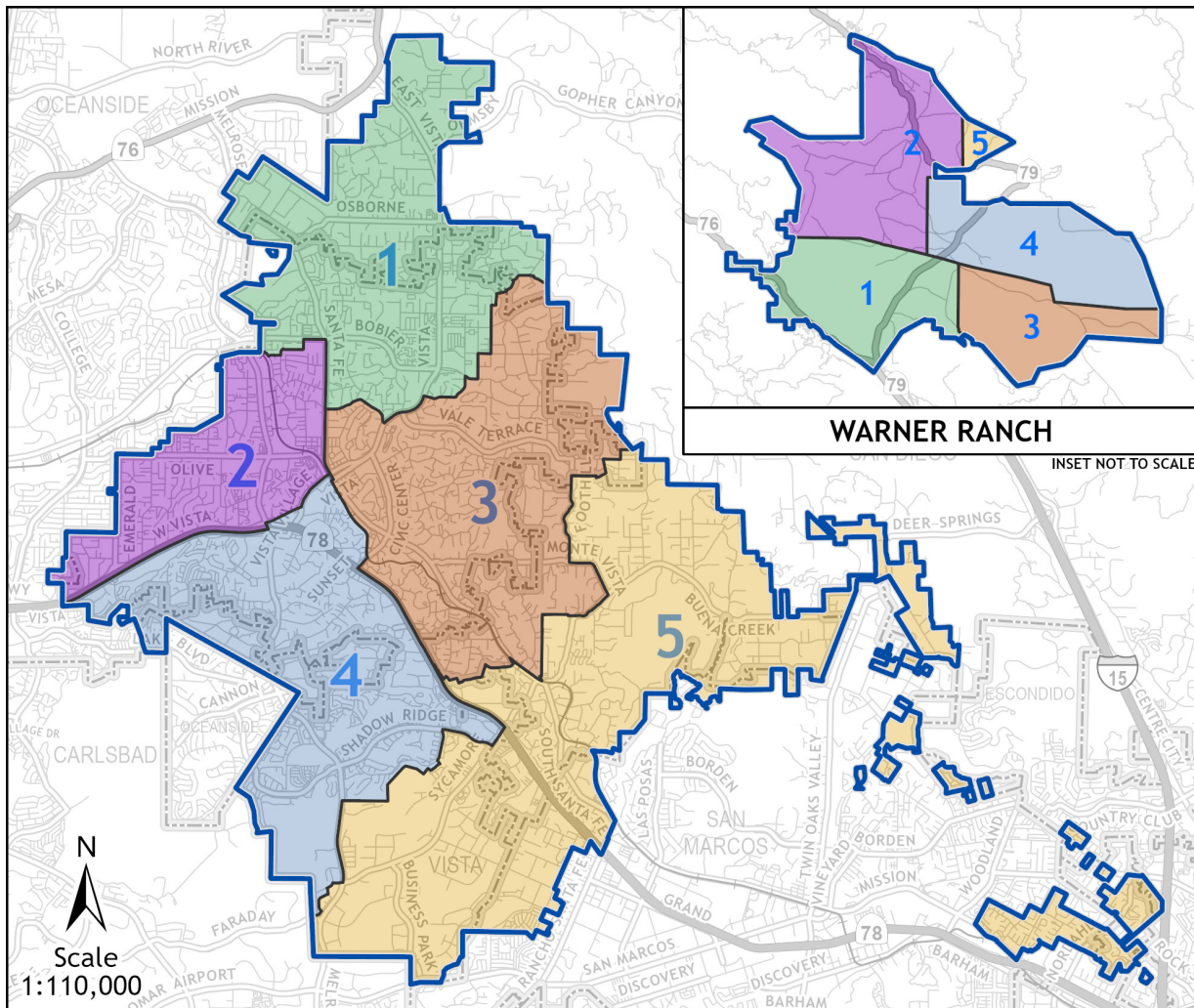
Brett L. Hodgkiss
General Manager

VISTA IRRIGATION DISTRICT

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Division Boundary Map



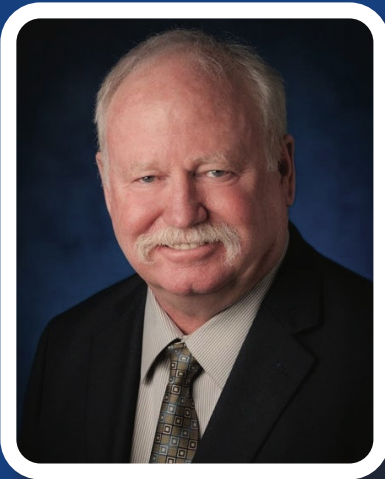
DIVISION BOUNDARIES AND DIRECTORS

 1 Marty Miller	 3 Peter Kuchinsky II	 5 Jo MacKenzie
 2 Richard L. Vásquez	 4 Patrick H. Sanchez	

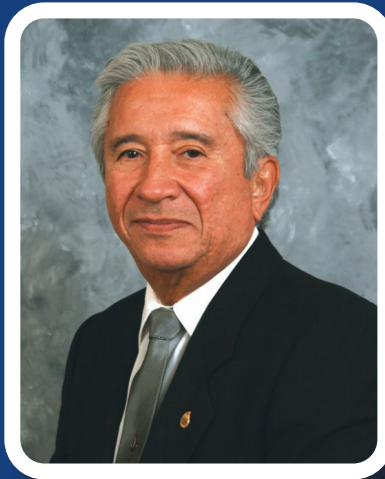


Vista Irrigation District Board of Directors

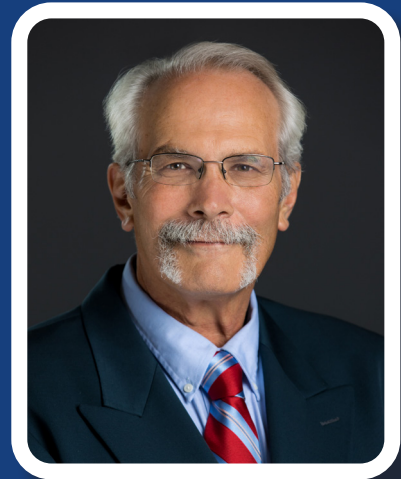
Marty Miller
Division 1



Richard L. Vásquez
Division 2



Peter Kuchinsky II
Division 3



Patrick H. Sanchez
Division 4



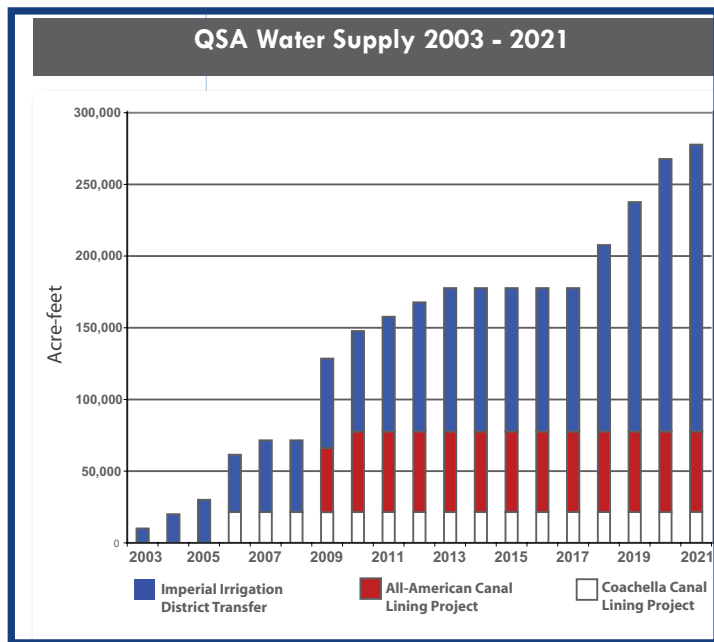
Jo MacKenzie
Division 5



Board meetings are generally held on the first and third Wednesday of each month. Standing committees meet on an as needed basis. Meetings are held at the District office. Meetings are accessible to the public, and agendas are posted the Friday prior to the scheduled meeting. For further information about a meeting, or to request a copy of an agenda or staff report, please contact the Board Secretary at (760) 597-3128.

QUANTIFICATION SETTLEMENT AGREEMENT 20 YEAR ANNIVERSARY

October 2023 marked the anniversary of the Quantification Settlement Agreement (QSA), a landmark piece of water supply legislation that stands as arguably the most consequential piece of water legislation involving the San Diego region since the establishment of the San Diego County Water Authority (Water Authority) in June 1944. The QSA addressed long standing economic, environmental, and water management concerns, creating a framework for a diverse group of stakeholders to resolve water issues within the state, including a historic water transfer agreement between the Water Authority and agricultural water users on the river. The water transferred under the QSA is the keystone of the Water Authority's decades long quest for supply diversification and local control.



Graph and information from the Water Authority

The QSA was born from California's need to reduce its reliance on Colorado River water. During the 1990s, the state consistently exceeded its allocated water entitlement of 4.4 million acre-feet, and was facing potential mandated reductions in its allocation. Legal disputes among Colorado River water agencies and states sharing the river made agreements on how to manage the river's water challenging.

Against this backdrop, negotiations began in 1998 among key stakeholders, including the Water Authority, Imperial Irrigation District (IID), Metropolitan Water District of Southern California, State of California, and the U.S. Department of the Interior, culminating in the QSA.

At its core, the QSA represents the largest agricultural-to-urban water transfer in the nation. The Water Authority committed to

funding on-farm conservation initiatives in the IID, resulting in the transfer of 200,000 acre-feet annually to San Diego. Additionally, the agreement authorized the Water Authority to finance the concrete lining of segments of the All-American and Coachella canals, preventing seepage and enabling the transfer of an additional 77,700 acre-feet annually. Furthermore, the QSA allocated an additional 16,000-acre feet of water per year to the La Jolla, Rincon, San Pasqual, Pauma, and Pala bands of Mission Indians to settle a long running water dispute between the Indian bands, federal government, City of Escondido and Vista Irrigation District involving water from the San Luis Rey River.

For the San Diego region, the benefits of the QSA to the region's water supply have been transformative. Currently, the QSA supplies over half the water the San Diego region uses. The QSA provides more than just water to the San Diego region, it supplies reliability and stability to support the region's economy and ability to continue to grow.



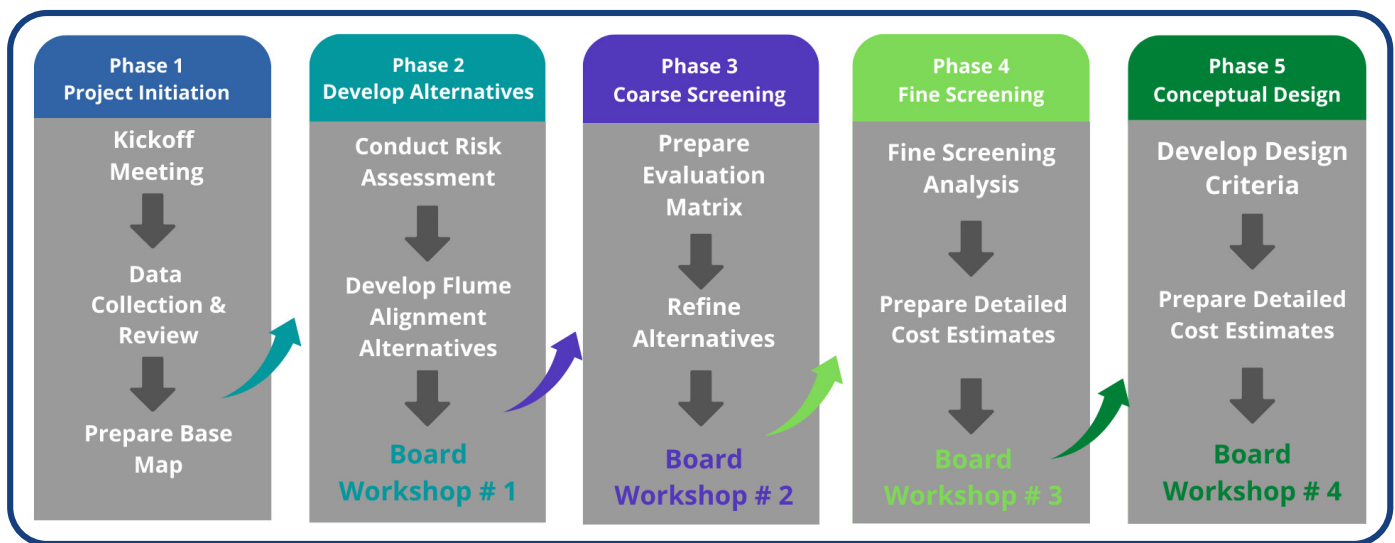
All American Canal Paving
Photo Credit: Water Authority

FLUME REPLACEMENT PHASE 4 UPDATE

The Vista Irrigation District continued to evaluate replacing its nearly 100-year-old Vista Flume (Flume), which conveys treated water from the Escondido-Vista Water Treatment Plant to its service area. This includes delivery of treated local water from Lake Henshaw, which the District owns and manages. Constructed in the 1920's, the 11-mile Flume is built through rugged country hillsides and valleys, and serves as the District's main water supply conduit to its distribution system, supplying reliable water service to our customers for almost a century.

In 2021, the District's Board of Directors (Board) initiated a multi-phased Flume Replacement Alignment Study (Study) which analyzed project affordability, feasibility and implementation. As with any large infrastructure project, numerous considerations, such as constructibility, operational, environmental and community impacts must be evaluated. During Phase 2 of the Alignment Study, six Flume alignment alternatives were developed along with risk versus cost screening criteria that were presented to the Board in August 2021.

Flume Study Process



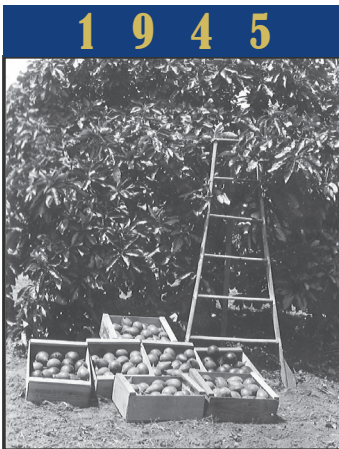
The results of Phase 3, which narrowed the six alignments alternatives to just two, were presented to the Board in September 2022. Subsequently, Phase 4 took a closer look at the two selected alignments with the goal of determining the most suitable route for conceptual design. In December 2023, the Board was updated on the progress of the Phase 4 review; at that time, the Board requested additional information. The Board will continue their evaluation of the alternatives in 2024.

Once Phase 4 is completed and an alignment is selected, the final phase will begin to develop a recommended alignment report that will include the details necessary to support the future final design and environmental document preparation stages of the project. Transparency is a priority as the District moves through its public review of the Study. The District is committed to keeping our customers informed and ensuring the District determines the most reliable, affordable and responsible option for replacing the century old Flume.

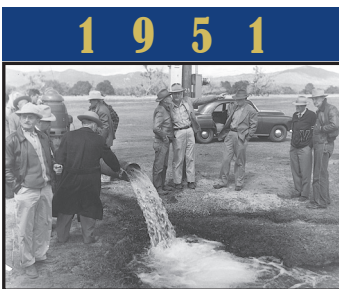
A CENTURY OF STEWARDSHIP AND SERVICE MILESTONES



Election was held to form VID. 100% of all eligible voters participated.



With a reliable water supply, Vista becomes the "Avocado Capital of the World."



38 wells used to pump water into Lake Henshaw to replenish lake levels after five-year drought.

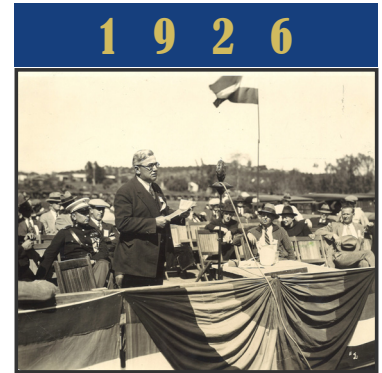
Today, Vista Irrigation District (VID) serves water to roughly 131,000 customers; a century ago, it served a population of only 337 people. VID's first annual report (from 1927) tells us that after the installation of the new water tanks, planting of citrus and avocados increased so rapidly that there was danger of running out of water. This crisis coincided with the building of Henshaw Dam in 1923, which was constructed in just seven months, by the San Diego County Water Company. Completion of the dam made it possible for the Vista community to receive a reliable source of water, instead of relying on local wells.

Considerable time and effort were spent in convincing some reluctant owners of the advantages and advisability of forming a district so outside water could be obtained. An election was held on August 28, 1923, and 100% of the eligible voters participated; the outcome was 104 votes for and four votes against formation of VID.

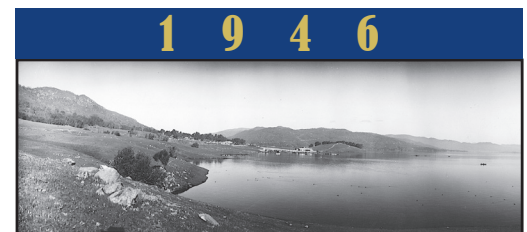
The area celebrated the arrival of the first water from Lake Henshaw on February 27, 1926. Following the arrival of water, crops of all kinds were planted in increasing numbers, and the Vista area became known as the "Avocado Capital of the World," with six avocado packing houses in the area.

In June 1946, after several years of negotiations, Vista Irrigation District purchased the San Diego County Water Company. Included in the purchase was the 43,000 acre Warner Ranch, a former Spanish Land Grant, which includes Henshaw Dam and Lake Henshaw. Purchase of these facilities was purely economic, in that it was a result of a search for cheaper water for the District.

Drought conditions and population growth eventually caused the District to look for other sources of water. On February 16, 1954, The District became a member of the San Diego County Water Authority to take advantage of water imported from the Colorado River and Northern California.



Arrival of first water from Lake Henshaw. At that time, VID had 30 meters that served a population of 337.



VID purchases Lake Henshaw and the surrounding 43,000 acre Warner Ranch.

A CENTURY OF STEWARDSHIP AND SERVICE MORE MILESTONES



VID joins the San Diego County Water Authority and begins receiving imported water.

The year 1955 saw a breakthrough in this agricultural community, when the first city-type, mass-built subdivisions were started. The year 1955 also was the beginning of the decline of Vista as an avocado producing and packing center. This was due primarily to the collapse of the price structure (and the drought), which would continue well into the 1960's. Many groves were split into parcels, and the building of homes on these parcels and in subdivisions continued throughout this period.

The vote of the people in 1923 revolutionized this small rural settlement inhibited by the lack of water. VID's century of service and stewardship has transformed this community from cattle grazing and dry farming to an agricultural wonderland and now into what it is today: a thriving community with a substantial business park, a professional theater production, and a revitalized downtown. VID has demonstrated its ability to adapt with these ever-changing landscapes over time; it is proud of its track record over the last century and looks forward to many more successful years of service to the community.



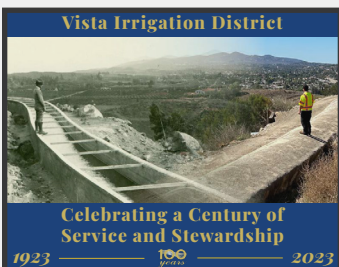
Pechstein Lake is replaced by the covered Pechstein Reservoir.



Henshaw Dam is re-engineered for seismic reasons, reducing the lake's capacity from 200,000 acre feet to 50,000 acre feet.



Today, VID serves 29,000 meters and has a population of 131,000.

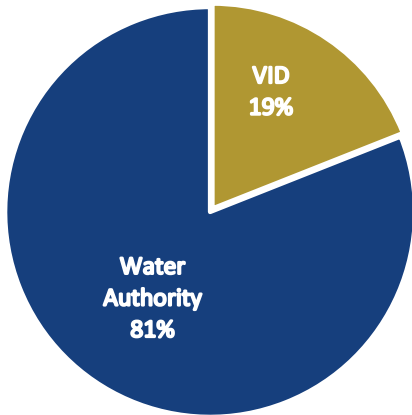


For more information about the District's history, please visit the District's website at: https://www.vidwater.org/files/de77ff92c/100Year_Historical_Brochure_Final.pdf

WATER SUPPLY FACTS

2023 WATER RATES AND CHARGES

2023 Water Usage Charge Allocation



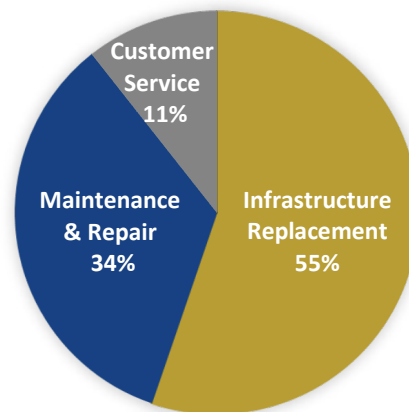
In 2023, approximately 19 percent of the revenue generated by water usage charges was utilized by Vista Irrigation District to cover operating and maintenance expenses; the remaining 81 percent was used to pay the San Diego County Water Authority (Water Authority) for water purchases.

The Water Authority is responsible for supplying water to 24 member agencies within San Diego County. Not simply a water provider, the Water Authority is also responsible for the construction and maintenance of regional storage, delivery and treatment infrastructure necessary to ensure

the reliable delivery of water to local water agencies like Vista Irrigation District.

Vista Irrigation District's service charge helps pay the District's fixed costs, which exist regardless of the amount of water pumped and delivered. Fixed costs continue without regard to the amount of water that a customer uses and are sometimes called "readiness-to-serve" charges because they are incurred as part of keeping the water system ready to deliver water to any customer at a moment's notice. In 2023, the largest component of the service charge recovers the cost of replacing the District's aging water system infrastructure.

2023 VID Service Charge Components



WATER INFRASTRUCTURE

Replacement of aging infrastructure has always been a high priority for the District. In 1995, the Board of Directors initiated an on-going Main Replacement Program (Program) with the goal of replacing aging pipelines before they reach the end of their useful life and become a maintenance liability. The formalized Program has allowed pipe replacements to be prioritized based on a variety of factors, including age of pipe, leak history, pipe material and input from District crews who evaluate every line's condition at the time repairs are being made.

Since its inception, the District has allocated \$37.1 million to this program, which has allowed the replacement of nearly 40 miles of older pipe ranging in size from four to 20 inches. The Board of Directors approved another \$3.125 million for this Program as part of the budget for Fiscal Year 2024.

The District's investments in the Main Replacement Program as well as system upgrades and other infrastructure improvements, including the rehabilitation and replacement of reservoirs, help the District meet its goal of providing a reliable and high quality water supply to its customers.



Mainline Replacement on San Clemente Ave



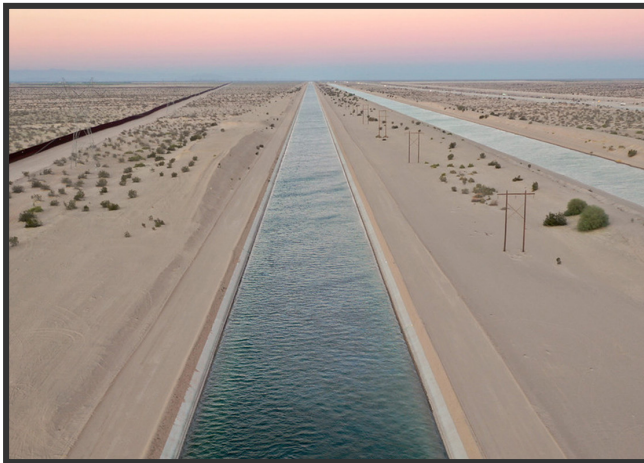
Information about Vista Irrigation District's water supply as well as an electronic copy of the latest Consumer Confidence Report can be found on the District's web site, www.vidwater.org. Additionally, you can find out more information about District services, rates, water conservation and recent announcements. Customers can also download publications, such as the District's direct payment program application and engineering standard specifications/drawings.

WATER SUPPLY FACTS

WATER SOURCES

Vista Irrigation District's original source of water, dating back to 1926, was from Lake Henshaw. The lake, along with the 43,000-acre Warner Ranch, was purchased by the District in 1946. However, drought conditions and population growth eventually caused the District to look for additional water sources. In 1954, the District became a member of the San Diego County Water Authority to take advantage of water imported from the Colorado River and Northern California.

Typically, 15 to 25 percent of the District's water comes from Lake Henshaw and the remainder comes from purchased water sources, including the Colorado River, desalinated seawater and the Sacramento River/San Joaquin River Delta in Northern California. Harmful Algal Blooms at Lake Henshaw limits water deliveries from this source in Fiscal Year 2023; eleven percent of the District's water came from Lake Henshaw last fiscal year despite a wet year.



Purchased Water Source: All American Canal
Photo Credit: Water Authority



Local Water Source: Lake Henshaw, 2023
Photo Credit: D. Smith

WATER QUALITY

Vista Irrigation District takes all steps necessary to safeguard its water supply. Each year staff conducts more than 12,000 tests for over 75 drinking water contaminants, ensuring that the District's water meets safe drinking water standards. Last year, the District's water met or exceeded all Federal and State safe drinking water standards.

Every June, the District makes available its Consumer Confidence Report, also known as the Water Quality Report. The report provides a snapshot of the quality of water provided during the past year. Included are details about what is in your water and how it compares to prescribed standards. It also provides answers to commonly asked questions, such as "what affects the taste of my water?"

The District is committed to providing its customers with information about drinking water because informed customers are the District's best customers. If customers have questions or concerns about water

2022 WATER QUALITY MONITORING RESULTS (continued)										
Parameter	Federal or State MCL (MCLG)	PFC (MCLG)	Range	Treatment Plant Effluents					DLR	Typical Source/Comments
				Escondido Vista Water Treatment Plant	Twin Oaks Valley Water Treatment Plant	Skinner Water Treatment Plant	Watts Water Treatment Plant	Carlsbad Desalination Plant		
Additional Analyzed Cont'd										
Calcium (Ca)	ng/L	NS	NS	Range: 67-76 Average: 68	67-88 68	65-71 67	64-79 69	17-30 21		Excess of natural deposits, leaching
Magnesium (Mg)	ng/L	NS	NS	Range: 27-36 Average: 34	26-35 28	25-28 24	19-27 24	1-1.2 1		Excess of natural deposits, leaching
Sulfate (S ₄)	ng/L	NS	NS	Range: 102-110 Average: 103	99-98 102	98-103 102	NA-NA 99	53-65 62		Excess of natural deposits, leaching
pH	units	NA	NS	Range: 6.8-8.2 Average: 8.1	6.9-8.7 8.3	6.1-8.2 8.2	7.9-8.4 8.1	6.3-8.7 8.5		Measurement of acidity/basicity
Residual Chlorine (RC)	ng/L	NS	NS	Range: 4.7-5.2 Average: 4.9	4.7-4.8 4.8	4.4-4.8 4.6	NA-NA 4.6	0.9-0.9 0.9		Excess of natural deposits, leaching
Chlorate	ng/L	NA-100	NS	Range: 180-220 Average: 202	202-402 202	75-75 75	NA-NA NA	NA-NA 20		Byproduct of drinking water chlorination
Blue (SDC)	ng/L	NS	NS	Range: 0.0-7.9 Average: 0.8	NA-NA NA	NA-NA NA	NA-NA NA	NA-NA NA		Excess of natural deposits, leaching
Unregulated										
Boron (B)	ng/L	NA-1	NS	Range: 0.13-0.15 Average: 0.16	0.13-0.13 0.13	0.13-0.13 0.13	NA-NA NA	0.07-0.09 0.07	0.1	Excess/leaching from natural deposits, industrial wastes
Inorganic Constituents - Copper/Lead in Residential Taps (Sampled in 2021)										
Copper (Cu)	ng/L	1.5	0.3	NS	0.06	0.06	0	0	0.08	Corrosion of residential plumbing system, intrusion of natural deposits
Lead (Pb)	ng/L	15	0.2	NS	0.1	0.1	0	0	0	Industrial corrosion of residential water plumbing system, discharge from industrial manufacturing, intrusion of natural deposits

Excerpts from the 2023 Consumer Confidence Report (CCR). The 2023 CCR can be found online at: <https://www.vidwater.org/files/b28e05124/2023+CCR+English.pdf>
The 2024 CCR will be available July 1, 2024.



Employee Service Awards

Annually the District recognizes employees who have reached major milestones in their careers by servicing our customers. Longevity is a hallmark of the District, and this year was no exception. The pictured employees received service awards commemorating their dedicated service to the District and its customers.

25 Years

Yolanda Salazar



20 Years



Abe Gomez



Rick Martinez



Luis Ramos



Mark Meza



15 Years



Greg Bryant



Jeanette Bradshaw



Pat Smith



10 Years



Ryan Carlson



Chris Craghead



Steve Frey



Eric Contreras



5 Years



Shallako Goodrick



Greg Keppler



Jaime Perez



Sandra Sanchez



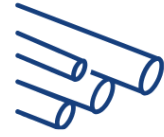
Nick Reardon



46 Million Gallons of Storage



Over 5,000 Mainline Valves

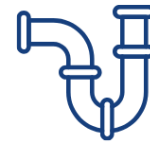


429 Miles of Pipeline

DISTRICT DEMOGRAPHICS



Over 130 Thousand Customers



18 Interagency Connections



Over 29,000 meters



Over 12,000 Annual
Water Quality Tests

DISTRICT DEMOGRAPHICS

Reservoirs

The District has 12 treated water reservoirs with a total storage capacity of 47.7 million gallons; the storage capacity of individual reservoirs range from 0.2 to 20 million gallons.

Water Transmission Facilities

Escondido Canal and Intake	Carrying Capacity: 50 CFS	VID rights = 1/2
Vista Main Canal (Flume)	Carrying Capacity: 30 CFS	Eleven miles of conduit from the Escondido-Vista Water Treatment Plant to Pechstein Reservoir

Water Meters

This table shows the total number of meters in service by the use type.

Residential (Single and Multi-Family)	24,896
Commercial/Industrial	1,572
Irrigation	945
Agricultural	264
Fire Service (Fire Sprinklers)	1,313
Governmental	93
Total	29,083

VID Pipelines

This table shows miles of pipeline in the District's distribution system by size and material type.

4" to 12" AC	240 miles
14" to 36" AC	17 miles
2.5" to 12" PVC	106 miles
14" to 24" PVC	3 miles
4" to 12" Steel	36 miles
14" to 36" Steel	25 miles
All other materials larger than 4"	2
Total	429 miles

Water Equivalents

- 1 Acre Foot equals 325,900 gallons
- 1 Acre Foot equals 43,560 cubic feet
- 1 Cubic Foot equals 7.48 gallons
- 1 Cubic Foot per Second (CFS) equals 449 gallons per minute and in 24 hours equals 1.983-acre feet

DISTRICT DEMOGRAPHICS

Performance of Distribution Systems

(Fiscal Year 2022–2023)

This table shows water delivered to the District (from purchased and local sources) versus how much was delivered to customers. Losses encompass water that was delivered to the District but not sold to customers. Water losses can be attributable to a number of factors, including pipeline leaks and breaks, theft, hit fire hydrants and fire suppression activities.

	<u>Acre Feet</u>	
	Water In	Water Out
Local Water Received at Escondido-Vista Water Treatment Plant (Henshaw Water)	1,755	
Received from San Diego Aqueduct (Purchased)	13,739	
Metered to VID users		14,346
Losses		1,148
Total	15,494	15,494

Lake Henshaw Properties

Warner Ranch:
43,402 acres (68 square miles)

Semi-Hydraulic Earth Fill Dam:
Height 110 feet, Length 1,950 feet

Groundwater Development:
12 active production wells and
91,000 feet of conduit

Reservoir (Lake Henshaw):
51,832 acre feet capacity;
2,256 acres in area, 203 square
mile watershed

Lake Henshaw Performance

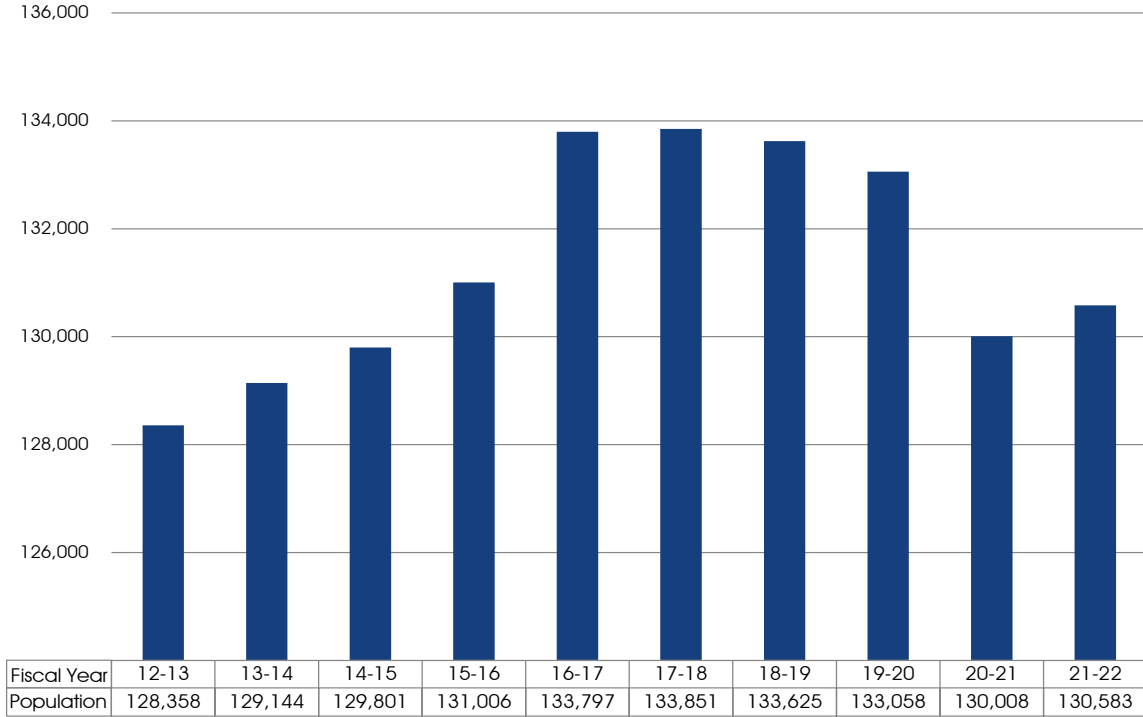
This table presents an annual accounting of various sources of inflows, such as run-off and pumped water from the Warner Basin aquifer, and outflows of water from the lake.

	<u>Acre Feet</u>
Total Storage July 1, 2022	4,122
Plus Pumped Water	3,831
Plus (minus) other gains/(losses)	29,994
Less Release	(2,239)
Less Evaporation	(5,517)
Less Spill	0
Total Storage July 1, 2023	30,191

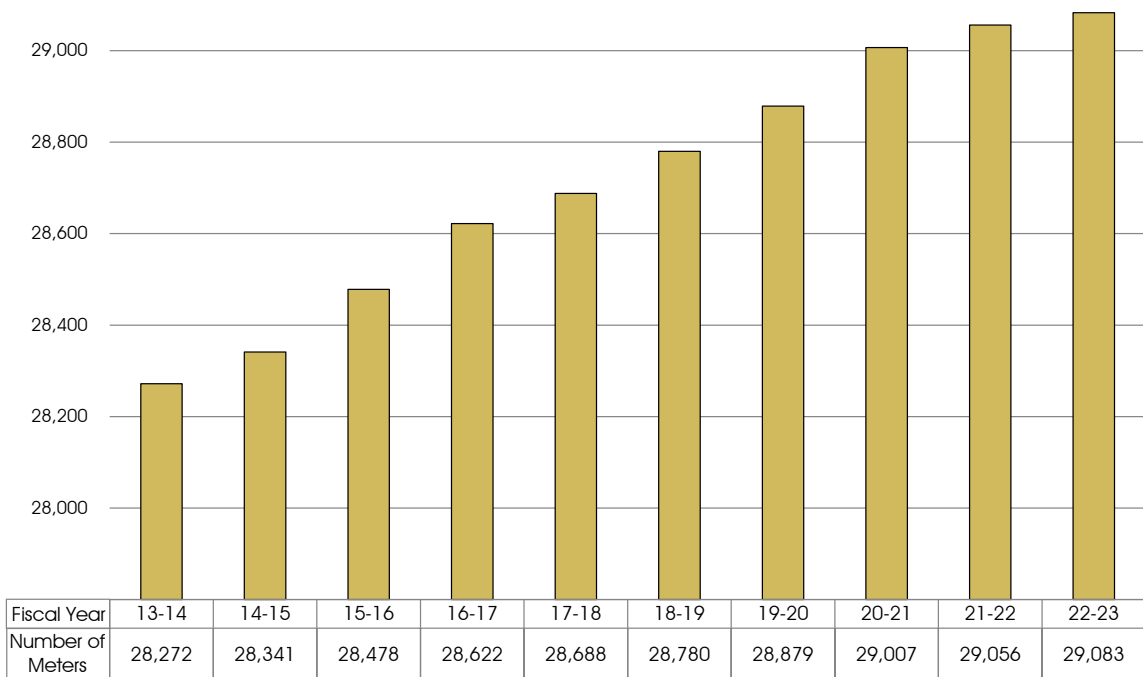
DISTRICT DEMOGRAPHICS

Population

The graph depicts population growth within the District's service area, which is comprised of the city of Vista as well as portions of San Marcos, Escondido, Oceanside and unincorporated areas of the county. Source: San Diego Association of Governments.



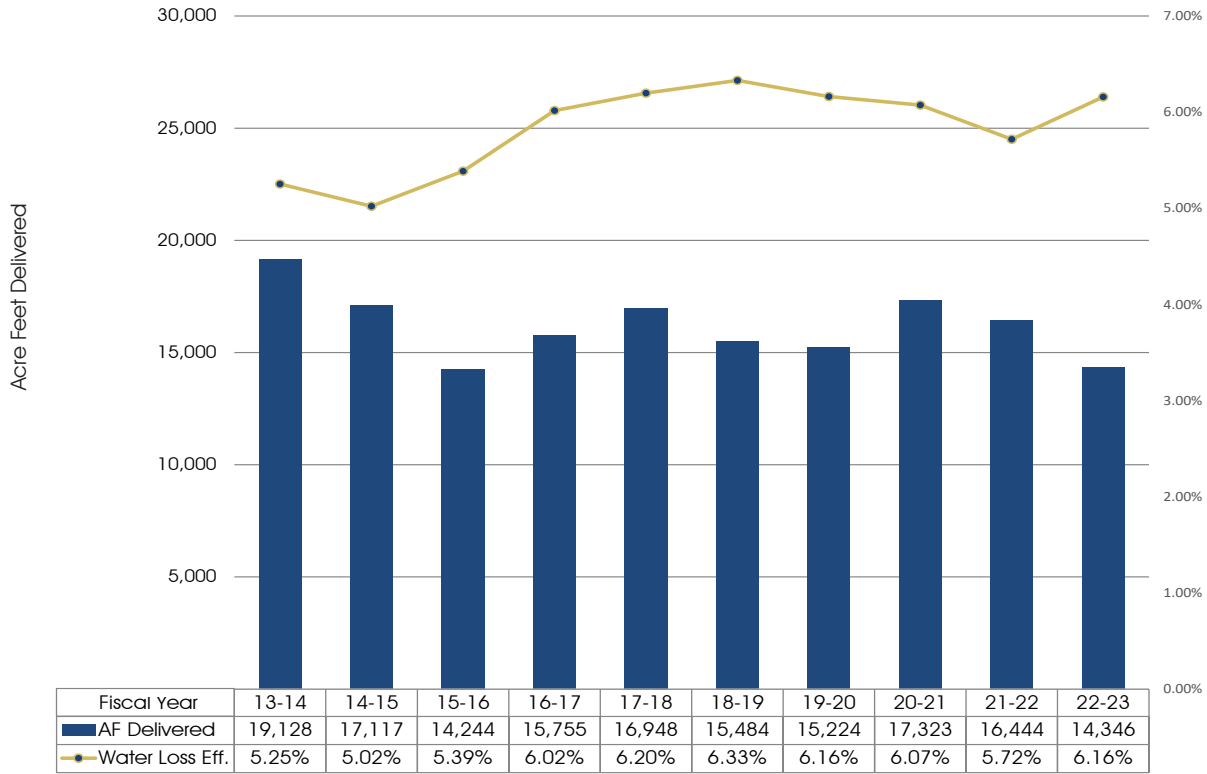
This graph shows the increase in the number of meters in use over a ten year period.



DISTRICT DEMOGRAPHICS

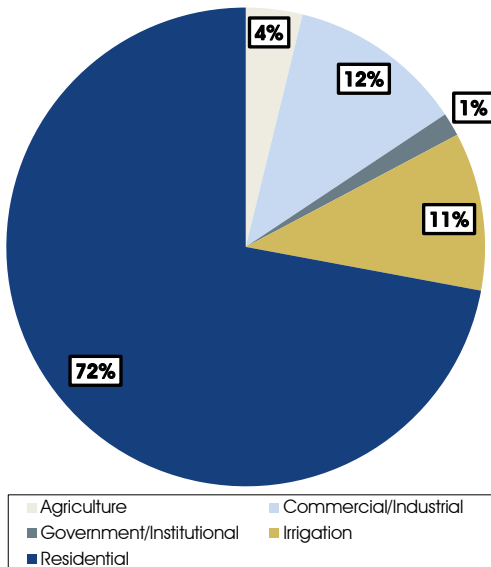
Distribution Efficiency

The Distribution Efficiency graph shows water delivered to customers (from purchased and local sources) which is represented by the blue bars. The green line shows historical water losses. Losses encompass water that was delivered to the District but not sold to customers. Water losses can be attributable to a number of factors, including pipeline leaks and breaks, under-registering meters, evaporation, theft, hit fire hydrants and fire suppression activities.



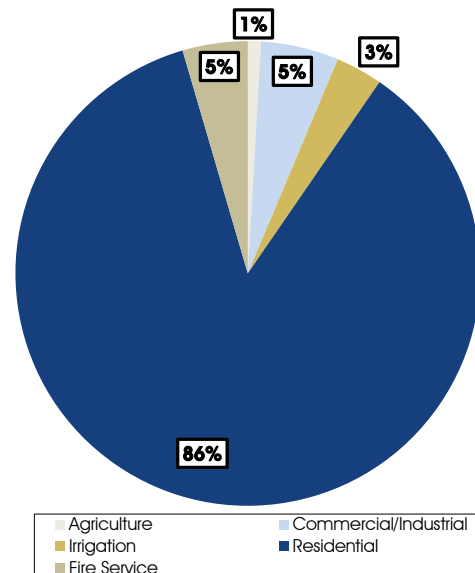
Water Delivered by Use Type

This graph shows how much water is delivered for different uses. As illustrated, a majority of the water delivered to District customers (72%) is for residential use. The balance is delivered for irrigation, commercial/industrial (business), agriculture and governmental/institutional (parks, libraries, schools) uses.



Meters in Service by Use Type

This graph shows meters in service by use. Almost 86% of the District's 29,083 meters are used to supply water to single-family residences.

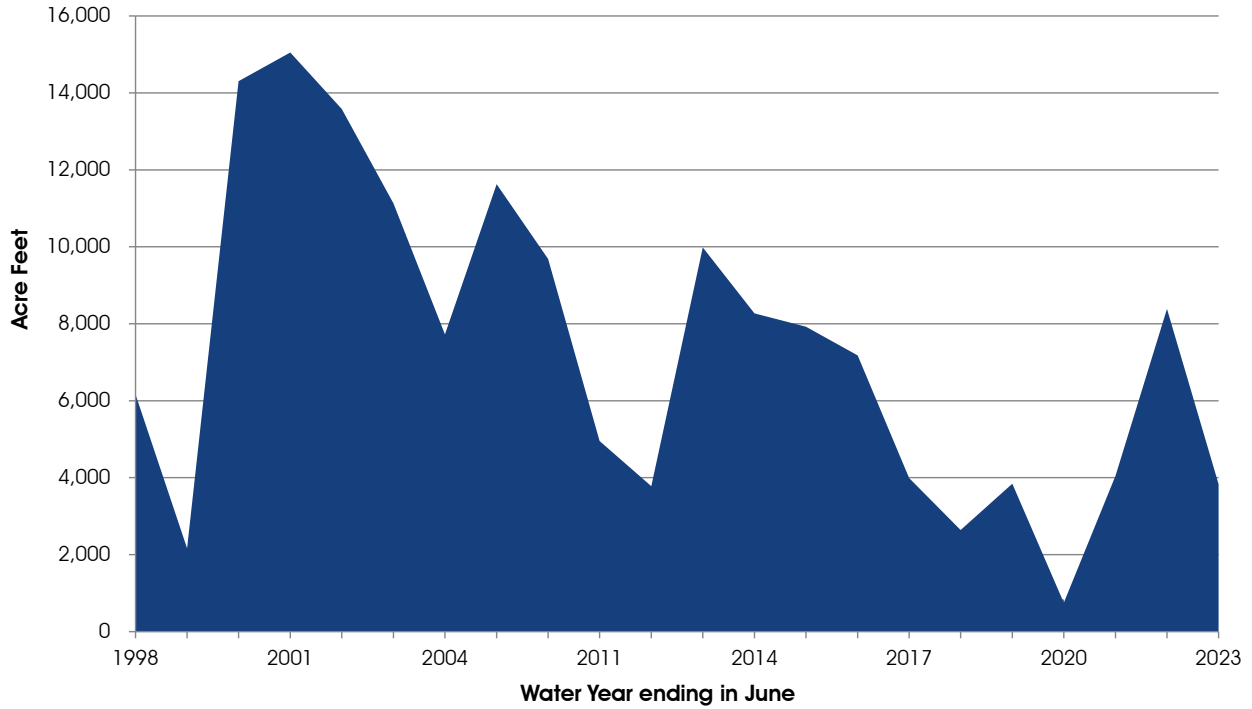


Note: Government/Institutional meters in use less than one percent; not shown in chart.

DISTRICT DEMOGRAPHICS

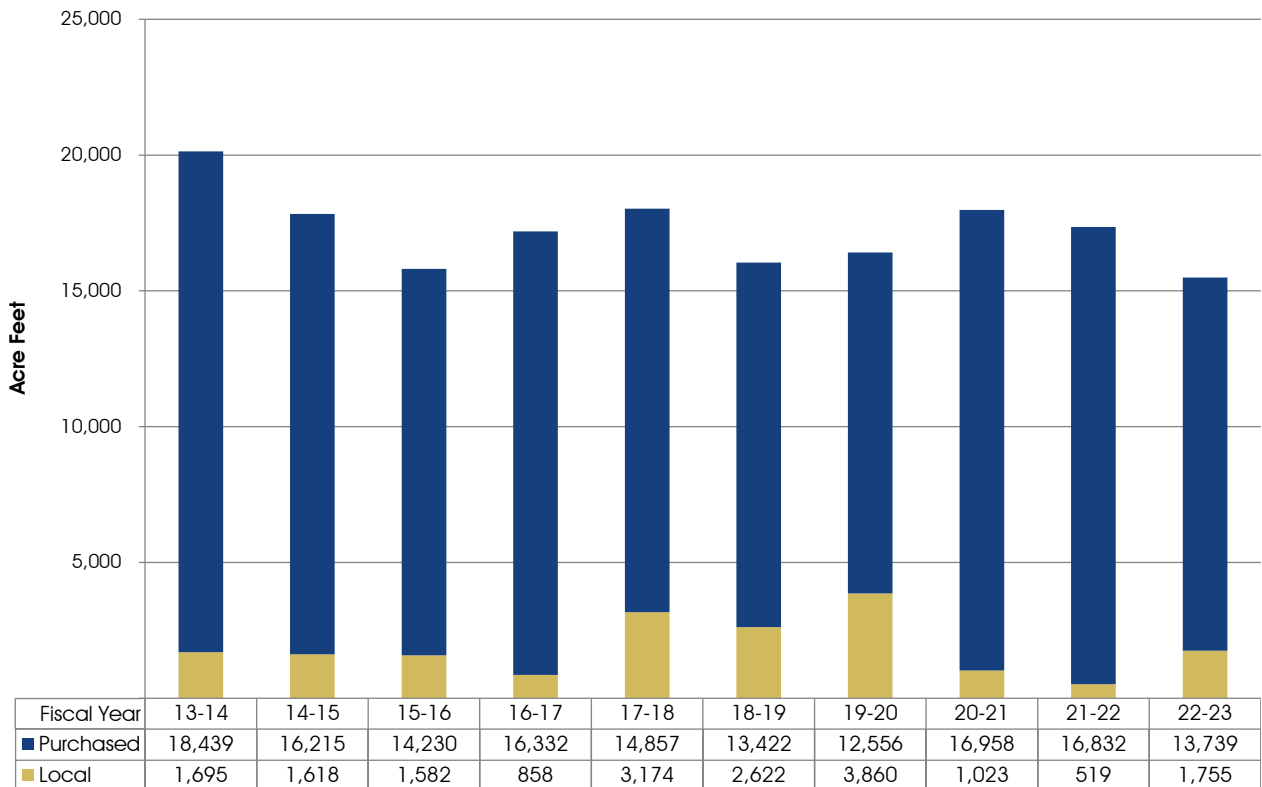
Water Pumped from Warner Basin (Yearly Totals)

Lake Henshaw’s water comes from run-off as well as pumped groundwater from the Warner Basin, which surrounds the lake. This graph shows pumped water totals from 1998 to 2023. Typically, pumped water is more heavily relied on during extended dry periods.



Water Received

The District receives water from Lake Henshaw (local) and from Northern California, the Colorado River and desalinated sea water (purchased). This graph shows how much of each source was received in a given year.

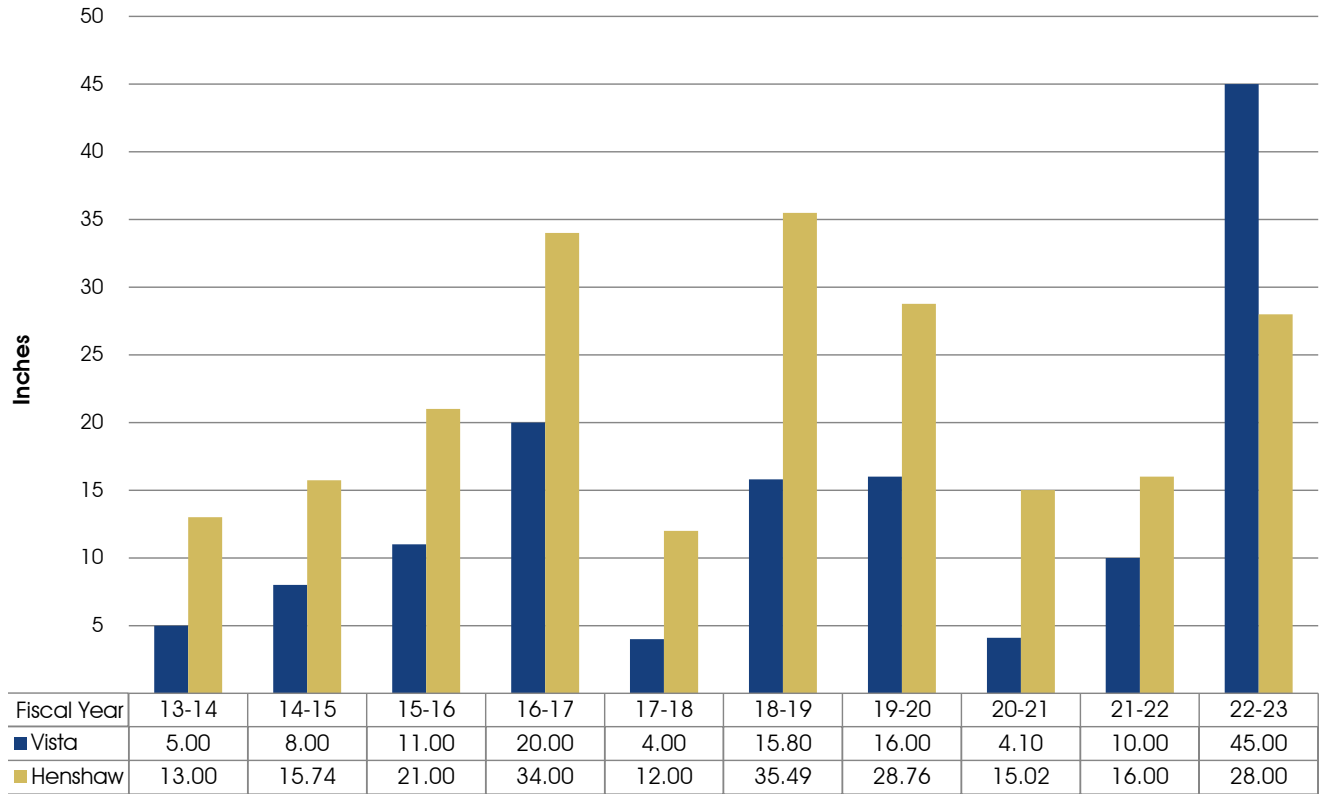


DISTRICT DEMOGRAPHICS

Rainfall

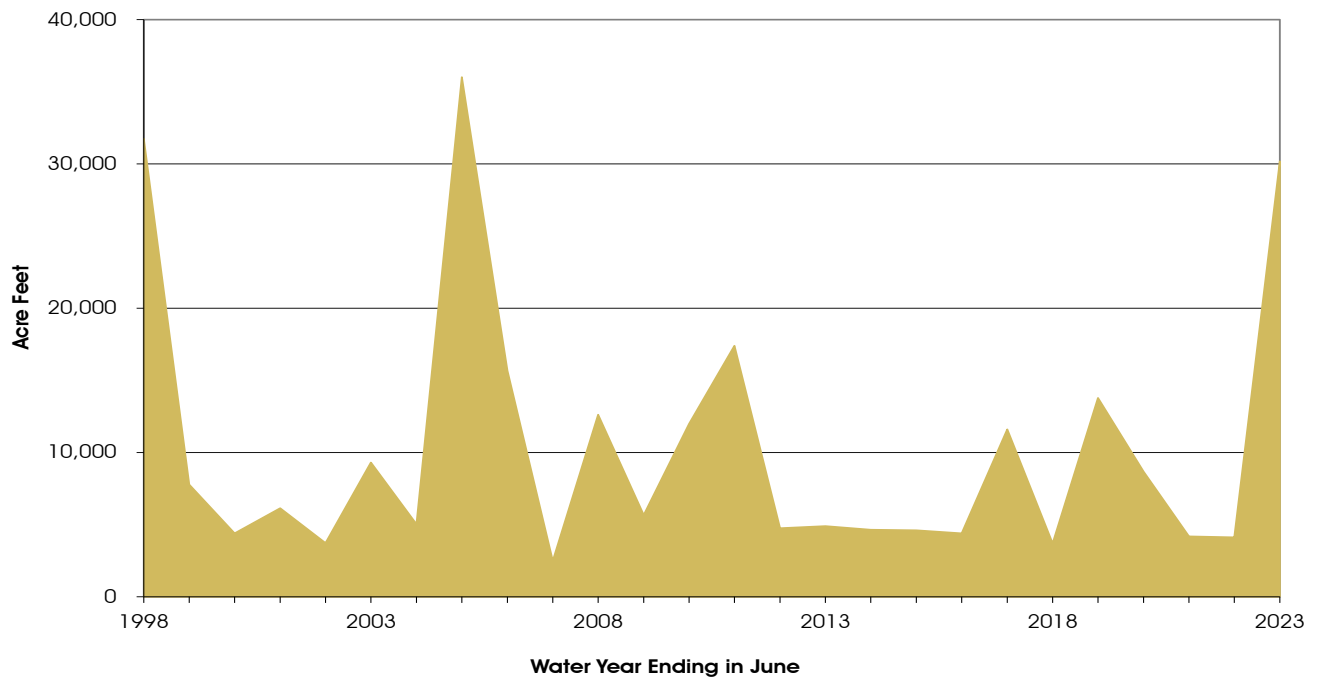
(July 1 - June 30)

This graph shows rainfall totals for Vista and the Lake Henshaw area over the past ten years.



Water Stored in Lake Henshaw

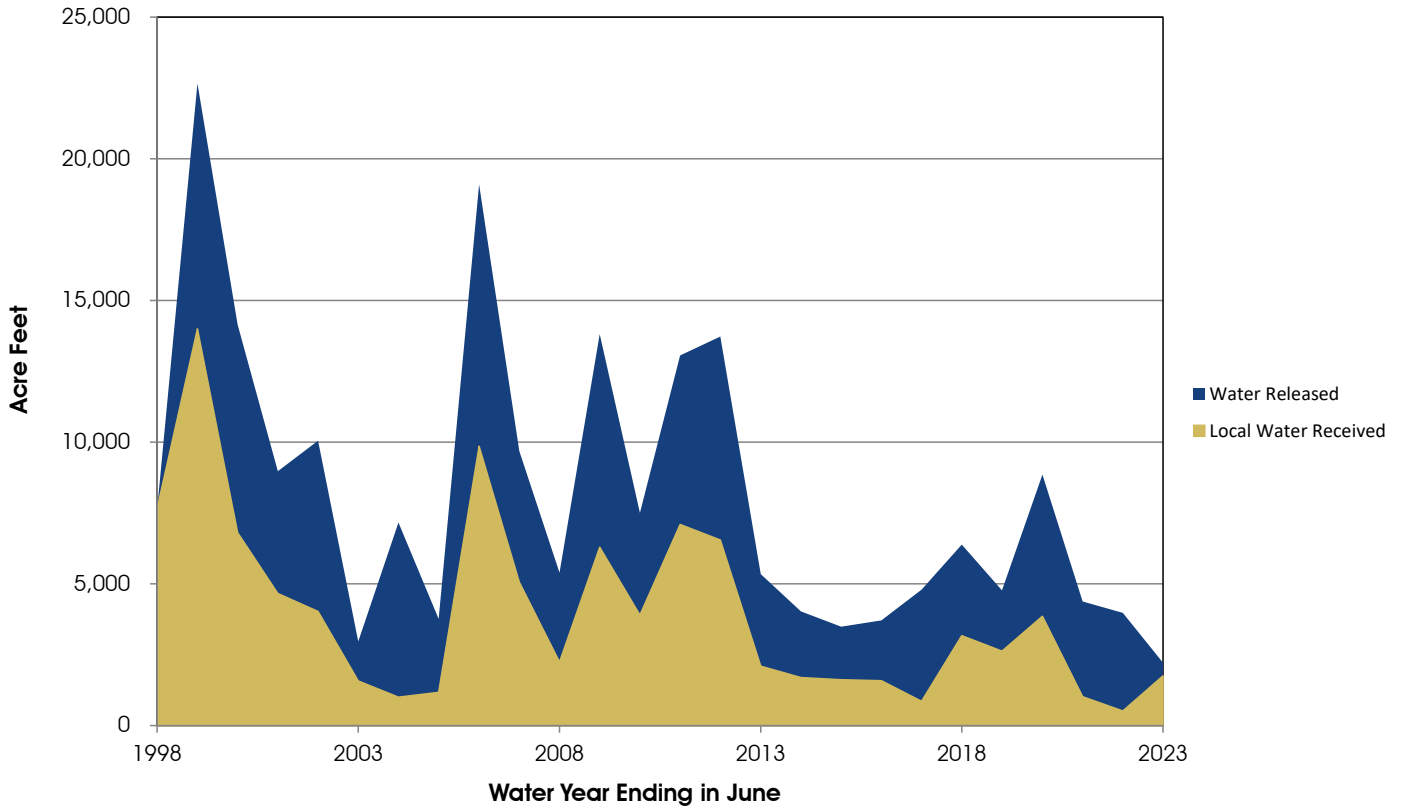
Lake Henshaw's storage capacity is 51,832 acre feet. This graph shows water stored in Lake Henshaw for the past 25 years.



DISTRICT DEMOGRAPHICS

Water Released from Lake Henshaw versus Local Water Received

This graph compares the amounts of water released from Lake Henshaw with local water received by the District. Typically, the amount of local water received is less than the amount of water released because a portion of the released water also serves the City of Escondido and the Rincon Band of the Mission Indians.



DISTRICT FINANCIALS



Vista Irrigation District Financial Summary

For the Year Ended June 30, 2023

Below is a summary of Vista Irrigation District's financial performance for the fiscal year ended June 30, 2023. The below summary information should not be relied upon to make financial decisions. For a comprehensive representation of the financial position and results of operations of the District, please see the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023, which can be found on Vista Irrigation District website at <https://www.vidwater.org/audited-annual-comprehensive-financial-reports>.

The below summary of the District's financial statements include two components:

- Net Position
- Changes in Net Position

The Net Position table includes the District's assets, deferred outflows, liabilities and deferred inflows, with the difference reported as net position. Net position provides the basis for evaluating the capital structure of the District and assessing its liquidity and financial flexibility.

Net Position

The District's overall net position decreased \$14.4 million between fiscal years 2022 and 2023, from \$139.6 to \$125.2 million, primarily due to an operating loss of \$16.7 million.

Vista Irrigation District Net Position (In Millions of Dollars)

	<u>2023</u>	<u>2022</u>
Current assets	\$ 39.9	\$ 59.9
Capital assets	118.0	111.0
Other noncurrent assets	<u>2.7</u>	<u>4.1</u>
Total Assets	<u>160.6</u>	<u>175.0</u>
Deferred outflows of resources	<u>14.6</u>	<u>5.3</u>
Current liabilities	17.2	17.0
Noncurrent liabilities	<u>26.6</u>	<u>10.6</u>
Total Liabilities	<u>43.8</u>	<u>27.6</u>
Deferred inflows of resources	<u>6.2</u>	<u>13.1</u>
Net Position:		
Investment in capital assets	118.0	111.0
Restricted	0.1	1.2
Unrestricted	<u>7.1</u>	<u>27.4</u>
Total Net Position	<u>\$ 125.2</u>	<u>\$ 139.6</u>

Vista Irrigation District Financial Summary

For the Year Ended June 30, 2023

Change in Net Position

The Changes in Net Position table presents information identifying how the District's net position changed during each year. All of the year's revenues and expenses are recorded when the underlying transaction occurs, regardless of the timing of the related cash flows. Changes in net position measure the success of the District's operations during the year and determine whether the District has recovered its costs through user fees and other charges.

In fiscal year 2023, the District's operating revenues increased by 0.1% to \$55.1 million, and 96.0% of the District's operating revenues came from water sales and service charge revenues.

During fiscal year 2023, the District's operating expenses increased 47.3% to \$71.8 million primarily due to increased expenses related to undergrounding for the Escondido Canal, pursuant to the Indian Rights Settlement Agreement, and higher pension expense.

Vista Irrigation District Changes in Net Position (In Millions of Dollars)

	<u>2023</u>	<u>2022</u>
Operating Revenues		
Water sales, net	\$ 52.9	\$ 53.4
System fees	0.9	0.3
Property rentals	0.9	0.9
Other services	0.4	0.3
Total Operating Revenues	<u>55.1</u>	<u>54.9</u>
Operating Expenses	<u>71.8</u>	<u>48.7</u>
Operating Income (Loss)	<u>(16.7)</u>	<u>6.2</u>
Nonoperating Revenues (Expenses)		
Investment income (loss)	1.3	(0.1)
Property taxes	0.7	0.6
Loss on disposal of capital assets	-	(1.7)
Total Nonoperating Revenues	<u>2.0</u>	<u>(1.2)</u>
Contributed Capital	<u>0.3</u>	<u>0.9</u>
Changes in Net Position	(14.4)	5.9
Total Net Position - beginning	<u>139.6</u>	<u>133.7</u>
Total Net Position - ending	<u>\$ 125.2</u>	<u>\$ 139.6</u>

Working hard for the next 100 years



Vista Irrigation District
1391 Engineer Street
Vista, CA 92081
(760) 597-3100
www.vidwater.org



STAFF REPORT

Board Meeting Date: May 1, 2024
Prepared By: Brett Hodgkiss

SUBJECT: GENERAL COUNSEL SERVICES

RECOMMENDATION: Authorize the General Manager to renew the Agreement with Burke, Williams & Sorensen, LLP to provide legal counsel services as General Counsel for a one-year period July 1, 2024 through June 30, 2025 and to amend Exhibit A, Scope of Work, and Exhibit B, Fee Schedule, of the Agreement.

PRIOR BOARD ACTION: At its January 5, 2022 meeting, the Board selected Burke, Williams & Sorensen, LLP (Burke) to provide legal services as General Counsel for the District.

FISCAL IMPACT: The proposed amendments to the fee schedule are estimated to increase annual legal fees from Burke from \$51,717 to \$55,249, or \$3,532 per year. Pass through development services are paid by the developer and are fiscally neutral.

SUMMARY: The Board selected Burke to provide legal services as General Counsel for the District on January 5, 2022; Elizabeth Mitchell is the principal attorney serving as General Counsel. The District's Agreement with Burke, which is set to expire on June 30, 2024, may be renewed for two additional one-year periods. Additionally, the Agreement contains a provision that allows the rates contained in Exhibit B, Fee Schedule, to be adjusted annually during the two one-year option periods.

At this time, staff is proposing to renew the Agreement with Burke for one year period (July 1, 2024 through June 30, 2025). Burke proposes to amend Exhibit A, Scope of Work, to provide for two additional categories of optional legal services (assistance on employment and labor relation matters and assistance on developer applications) and Exhibit B to implement the annual rate adjustment provision (set forth in Exhibit B to the original Agreement) as well as incorporate new hourly rates for the optional services.

DETAILED REPORT: Article 2.1.2 of the legal services agreement with Burke states the following:

DISTRICT shall have the option to renew this Agreement for a maximum of two additional one-year term periods under the terms and conditions in effect at the end of the initial term or any extended term (each, an "Option Period"). To exercise the option, DISTRICT shall give notice to ATTORNEY not more than 90 days nor fewer than 60 days prior to the end of the initial term or first Option Period. The price(s) for the Services during the Option Period may be adjusted, subject to District Board of Director approval, as described in Exhibit "B", unless otherwise negotiated by the parties to this Agreement.

Burke, and more specifically Ms. Mitchell, has ably provided legal services to the District as General Counsel since January 2022 and has provided value added legal services, including state mandated ethics training and assistance with developer applications. Gena Burns with Burke has capably served as back-up General Counsel and provided timely legal assistance to staff on employment and labor relation matters on an as needed basis. For these reasons, staff recommends that the District exercise its option to renew the Agreement with Burke for a one-year period.

Through a human resources consortium, District staff has access to legal counsel and can request assistance with employment and labor relation matters; however, at times, consortium legal counsel has not been readily

available for consultation or has not responded timely when assistance with an employment/labor relation issue is needed. Fortunately, staff has been able to contact Ms. Burns, who is a subject matter expert in this area, for timely assistance when consortium legal counsel is not readily available. It is important that District staff have access to legal counsel, whether it be through the consortium or Burke to address human resources related issues when they arise in a timely manner.

While the Agreement does not specifically address Burke providing assistance with employment and labor relation matters or assistance with developer applications, Ms. Burns (as noted above) and Ms. Mitchell have graciously assisted staff in both areas, respectively, during the initial term of the Agreement. Burke proposes (and staff concurs) that both of the aforementioned services areas be officially added to Exhibit A as optional services, and the rates for these services be added to Exhibit B. Burke also proposes that the annual rate adjustment provision in the original Agreement, which would increase existing rates by five percent, be implemented.

ATTACHMENTS:

- First Amendment to Agreement for Services (Redline version)
- Agreement for Services with Burke, Williams & Sorensen, LLP



AGREEMENT FOR SERVICES

AMENDMENT

& FIRST RENEWAL

BURKE, WILLIAMS & SORENSEN, LLP

The current term of the agreement between the Vista Irrigation District (DISTRICT) and Burke, Williams & Sorensen, LLP (ATTORNEY) for legal services expires on June 30, 2024. DISTRICT wishes to exercise the option to renew the term of the agreement for twelve (12) months as set forth in Section 2.1.2, TERM OF AGREEMENT of the initial agreement. DISTRICT and ATTORNEY wish to amend Exhibit A, Scope of Work and Exhibit B, Budget and Fee Schedule of the agreement as described in the attached, which amendments are hereby fully incorporated in the agreement. The OPTION PERIOD shall be for the period from July 1, 2024 to June 30, 2025. All provisions of the initial agreement and subsequent Addendum(s) and Amendment(s) to the agreement shall remain in full effect through the term of the OPTION PERIOD. All required insurance must remain current through the term of the OPTION PERIOD.

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

VISTA IRRIGATION DISTRICT

1391 Engineer Street
Vista, CA 92081

BURKE, WILLIAMS & SORENSEN, LLP

501 West Broadway, Suite 1600
San Diego, CA 92101

Name: Brett Hodgkiss

Title: General Manager

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

Duties

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

1. Attendance at meetings (including closed sessions) of the DISTRICT's Board of Directors, as requested by the President, Board of Directors, General Manager or other designee, for the purpose of providing legal services and consultation;
2. Attendance at such other meetings as requested by the President, Board of Directors, General Manager, or other designee;
3. Preparation of ordinances, resolutions, contracts, and the like concerning the DISTRICT's business;
4. Preparation of written legal opinions on matters concerning DISTRICT business 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.
6. Review of contracts, bid specifications and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance.
7. Consultation with DISTRICT staff and/or the District's labor counsel regarding personnel matters, labor relations matters, litigation, and other matters concerning DISTRICT business, as requested (that may not otherwise be covered by DISTRICT agreements with other legal resources);
8. Advising the DISTRICT as to whether to file claims or commence litigation.
9. Representing the DISTRICT in connection with certain claims and litigation filed by or against it. Other legal counsel shall be retained in the event of a conflict of interest, which disqualifies attorney from representation; other legal counsel may be retained to defend or prosecute actions, which in the opinion of attorney require special expertise or where representation is being provided under a contract of insurance.
9. Providing advice and assistance to DISTRICT staff and directors on matters of law including the Brown Act, California Government and Water codes, conflict of interest and Political Reform Act and assisting them in seeking advice from regulatory agencies, such as the Fair Political Practices Commission.
10. Provide legal assistance and consultation to DISTRICT staff and directors on matters of environmental compliance, including Endangered Species Act, California Environmental Quality Act, and National Environmental Policy Act as they pertain to actions by the Staff and Board.
11. Provide legal assistance and consultation to DISTRICT staff and directors on matters of property rights and property management, including trespass, encroachment, lessee/licensee obligations, easements, and in-holder access.

12. Such other activities as directed by the President, Board of Directors, General Manager, or other designee.

A detailed description of the duties, methodologies, experience and qualifications required of this engagement is contained in the full proposal submitted by ATTORNEY attached hereto and incorporated herein by reference.

Optional Services

1. Provide legal assistance and consultation to DISTRICT staff pertaining to employment and labor relations matters, including, but not limited to, representation in negotiations and administrative court proceedings.
2. Provide legal assistance and consultation to DISTRICT staff pertaining to development applications. The cost of these services will be separately identified and passed through to the developer for reimbursement.

Restrictions

ATTORNEY shall not initiate compromise, settle or release 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.

DISTRICT Assistance

DISTRICT shall provide ATTORNEY with copies of agenda materials, reports and such other documents and information as are reasonably necessary for ATTORNEY to perform the Services.

DISTRICT Acknowledgment

The DISTRICT acknowledges that ATTORNEY is required to follow the California Rules of Professional Conduct, which apply to this attorney-client relationship and ATTORNEY's conduct, notwithstanding anything to the contrary that may be contained in this AGREEMENT.

Principal Attorney

Elizabeth Mitchell is to 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 the Principal Attorney's discretion, subject to approval by the DISTRICT.

Alternate Attorney(s)

In the event that Elizabeth Mitchell is unavailable, the DISTRICT should contact the following Attorney(s) (in the following order) to handle any work that needs immediate attention:

Gena Burns
Johanna Canlas
Mark Austin

EXHIBIT B

FEE SCHEDULE

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

Staffing

Partners/Associates (general blended rate)	_____	\$240 <u>252</u> /hr.
Partners/Associates (litigation blended rate)	_____	\$290 <u>305</u> /hr.
Paralegals (if needed for litigation)	_____	\$145 <u>152</u> /hr.

Optional Services

<u>Employment/Labor Relations (blended rate)</u>	_____	<u>\$325/hr.</u>
<u>Pass Through Development Services (paid by developer)</u>	_____	<u>\$475/hr.</u>

The above-referenced rates for legal services remain in effect from ~~the AGREEMENT execution date~~July 1, 2024 through June 30, ~~2024~~2025. For the ~~two~~one optional one year renewal periods, and unless otherwise negotiated, rates may be adjusted annually equal to the greater of the salary increase granted to DISTRICT management personnel or five percent. The DISTRICT’s Board of Directors must approve any adjustments to the rates.

Other Charges

DISTRICT will reimburse ATTORNEY for the actual, itemized cost of goods and services necessary to perform the work of this Agreement, including:

- Computer-assisted research (Westlaw/Lexis and other on-line services);
- Reimbursable travel expenses for lodging, meals, parking and tolls, plus mileage at the IRS-approved rates;
- Mileage will be charged for travel to/from two Board meetings per month;
- Time engaged in travel to/from additional Board meetings (above the two per month) or other meetings will be billed at one-way travel time (mileage inclusive);
- Delivery charges for US Mail, Federal Express, courier services, etc.;
- Non-incidenta Facsimile costs (generally more than 10 pages) and litigation related facsimile costs; \$1.00/page;
- Non-incidenta reproduction costs (generally more than 150 pages black and white or 50 pages color) and litigation related reproduction costs; \$.20/page for black and white and \$1.00/page for color;
- Fees assessed by courts and administrative agencies; and
- Pre-approved costs for experts, consultants, or other unusual goods or services, if any.

ATTORNEY will not charge for, nor will DISTRICT pay for:

- Incidenta facsimiles sent or received (as described above);
- Standard office furniture, machinery or computing devices, including software;
- Telephone services;
- Secretarial services or staff time;
- Incidenta reproduction and/or photocopying (as described above); and
- Time engaged in travel to/from two Board meetings per month.



AGREEMENT FOR LEGAL SERVICES
BETWEEN VISTA IRRIGATION DISTRICT AND
BURKE, WILLIAMS & SORENSEN

This Agreement is made and entered into as of 1/26/2022 | 9:33 AM PST, 2022 by and between VISTA IRRIGATION DISTRICT, a special governmental district formed and operating under the Irrigation District Law, California Water Code Sections 20500, et seq. (hereinafter referred to as "DISTRICT"), and Burke, Williams & Sorensen, LLP, a limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

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

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, DISTRICT and ATTORNEY hereby agree as follows:

SECTION ONE: ATTORNEY SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, ATTORNEY shall provide the Services as described in the scope of work attached hereto as Exhibit "A" ("Scope of Services"). If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "Services" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. DISTRICT shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from the Services.

1.2.1 No such new or changed work shall be undertaken unless a written order is first given by DISTRICT to ATTORNEY, incorporating therein any adjustment in (i) the Budget and Fee Schedule attached hereto as Exhibit "B," and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of ATTORNEY.

1.2.2 It is expressly understood by ATTORNEY that the provisions of this Section 1.2 shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. ATTORNEY hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than ATTORNEY anticipates and that ATTORNEY shall not be entitled to additional compensation therefore.

1.3 Standard of Performance. ATTORNEY agrees that all Services shall be performed in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in accordance with generally accepted professional practices and principles prevalent in the industry; and all goods, materials, equipment or personal property included within the Services shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of DISTRICT. ATTORNEY shall perform all work and tasks comprising the Services to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that any portion of the Services is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (a) meeting with ATTORNEY to review the quality of the work and resolve matters of concern; (b) requiring ATTORNEY to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to ATTORNEY for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.5 Instructions from DISTRICT. In the performance of this Agreement, ATTORNEY shall report to and receive instructions from DISTRICT's Project Manager designated in Paragraph 1.6 below, or his or her designee. Services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of DISTRICT.

1.6 Project Management.

1.6.1 ATTORNEY designates Elizabeth Mitchell to serve as Principal Attorney and to provide supervision and have overall responsibility for this Agreement on behalf of ATTORNEY. Principal Attorney shall not be removed or reassigned without the prior written approval of DISTRICT.

1.6.2 DISTRICT designates Brett Hodgkiss to serve as DISTRICT's Project Manager to provide overall responsibility for this Agreement on behalf of DISTRICT.

1.7 Familiarity with Work. By executing this Agreement, ATTORNEY warrants that ATTORNEY (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under the Agreement. If the Services involve work upon any site, ATTORNEY warrants that ATTORNEY has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should ATTORNEY discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Services hereunder, ATTORNEY shall immediately inform DISTRICT of such fact and shall not proceed except at ATTORNEY's risk until written instructions are received from DISTRICT's Project Manager.

1.8 Prohibition Against Subcontracting or Assignment. ATTORNEY shall not contract with any other entity to perform in whole or in part any of the Services required hereunder without the prior express written approval of DISTRICT. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of DISTRICT.

1.8.1 In the event of any unapproved transfer, including any bankruptcy proceeding, DISTRICT may, in its sole and absolute discretion, void the Agreement.

1.8.2 If ATTORNEY subcontracts any of the Services to be performed under this Agreement as permitted under this Agreement, ATTORNEY shall be as fully responsible to 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 DISTRICT. ATTORNEY shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement applicable to ATTORNEY's work unless specifically set forth to the contrary in the subcontract in question and approved in writing by DISTRICT. It shall be ATTORNEY's responsibility to confirm that each subcontractor meets the minimum insurance requirements specified below.

1.8.3 No approved subcontract or transfer shall release any surety of ATTORNEY of any liability hereunder without the prior express written consent of DISTRICT.

1.8.4 Nothing contained herein shall prevent ATTORNEY from employing professional associates as ATTORNEY may deem appropriate to assist in the performance of Services under this Agreement.

1.9 Records and Reports. Upon request by DISTRICT, ATTORNEY shall prepare and submit to DISTRICT any reports concerning ATTORNEY's performance of the Services rendered under this Agreement. DISTRICT shall have access, upon reasonable notice, to the books and records of ATTORNEY related to ATTORNEY's performance of this Agreement. All drawings, documents, and other materials prepared by ATTORNEY in the performance of this Agreement (a) shall be the property of DISTRICT and shall be delivered at no cost to DISTRICT upon request of DISTRICT or upon the termination of this Agreement, and (b) are confidential and shall not be made available to any individual or entity without the prior written approval of DISTRICT. ATTORNEY shall keep and maintain all records and reports related to this Agreement for a period of three years following termination of this Agreement, and DISTRICT shall have access to such records at any time during normal business hours upon 48 hours' notice.

SECTION TWO: TERM AND TIME OF PERFORMANCE

2.1 Term of Agreement. Unless terminated earlier as set forth in this Agreement, the Services shall commence on January 31, 2022 ("Commencement Date") and the term of this Agreement shall continue through its expiration on June 30, 2024.

2.1.1 The time provided to ATTORNEY to complete the Services required by this Agreement shall not affect DISTRICT's right to terminate this Agreement, as provided for in Section 6.

2.1.2 DISTRICT shall have the option to renew this Agreement for a maximum of two additional one-year term periods under the terms and conditions in effect at the end of the initial term or any extended term (each, an "Option Period"). To exercise the option, DISTRICT shall give notice to ATTORNEY not more than 90 days nor fewer than 60 days prior to the end of the initial term or first Option Period. The price(s) for the Services during the Option Period may be adjusted, subject to District Board of Director approval, as described in Exhibit "B", unless otherwise negotiated by the parties to this Agreement.

2.2 Time for Performance; Force Majeure. ATTORNEY shall perform the Services in a prompt and timely manner in accordance with the activity schedule shown in Exhibit "C." The time period specified in the activity schedule or this Agreement for performance of Services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of

DISTRICT or ATTORNEY, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including DISTRICT, if the delaying party shall within 10 days of the commencement of such delay notify the other party in writing of the causes of the delay.

2.2.1 If ATTORNEY is the delaying party, DISTRICT shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of DISTRICT such delay is justified. DISTRICT's determination shall be final and conclusive upon the parties to this Agreement.

2.2.2 In no event shall ATTORNEY be entitled to recover damages against DISTRICT for any delay in the performance of this Agreement, however caused. ATTORNEY's sole remedy shall be extension of this Agreement pursuant to this Paragraph 2.2.

SECTION THREE: COMPENSATION AND PAYMENT

3.1 Compensation. ATTORNEY shall be compensated in accordance with the terms of the Fee Schedule attached hereto as Exhibit "B." Included in the Fee Schedule are all ordinary and overhead expenses incurred by ATTORNEY and its agents and employees, including meetings with DISTRICT representatives, and incidental costs incurred in performing the Services under this Agreement. Unless otherwise specified in the Fee Schedule, DISTRICT shall compensate ATTORNEY on a time-and-materials basis at the rates listed in Exhibit "B."

3.2 Payment. ATTORNEY shall submit itemized monthly statements for Services rendered under this Agreement. Each monthly statement shall reference this Agreement, the Work Order number (if applicable), the date and description of Services performed, and the amount invoiced. DISTRICT shall pay the statements within 30 days of receipt. Payments shall be subject to review for compliance by 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 in accordance with Paragraph 1.2 above.

3.2.1 Total Payment. DISTRICT shall not, absent prior written approval, pay any additional sum for any expense or cost incurred by ATTORNEY in rendering the Services pursuant to this Agreement. DISTRICT shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall ATTORNEY submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

3.2.2 Hourly Rates. Rates for the Services performed by ATTORNEY on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit "B".

3.2.3 Reimbursable Expenses. Unless otherwise set forth in Exhibit "B", reimbursable expenses of ATTORNEY are included within, and count against, any maximum amount specified in Exhibit B of this Agreement.

3.2.4 Payment of Taxes. ATTORNEY is solely responsible for the payment of employment taxes incurred under this Agreement, and for the payment of any applicable federal, state or local taxes arising as a result of the performance of this Agreement.

3.2.5 Payment upon Termination. In the event that DISTRICT OR ATTORNEY terminates this Agreement pursuant to Section 6, DISTRICT shall compensate ATTORNEY for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. ATTORNEY shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

3.3 Retention of Funds. ATTORNEY hereby authorizes DISTRICT to deduct from any amount payable to ATTORNEY (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate DISTRICT for any losses, costs, liabilities, or damages suffered by DISTRICT in connection with this Agreement or the activities of ATTORNEY hereunder, and all amounts for which DISTRICT may be liable to third parties by reason of ATTORNEY's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform ATTORNEY's obligations under this Agreement. DISTRICT in its sole and absolute discretion may withhold from any payment due ATTORNEY, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of DISTRICT to exercise such right to deduct or withhold shall not act as a waiver of ATTORNEY's obligation to pay DISTRICT any sums ATTORNEY owes DISTRICT.

SECTION FOUR: INSURANCE AND INDEMNITY

4.1 Insurance. ATTORNEY shall carry all insurance required by Federal, State, County and local laws. ATTORNEY shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability, professional liability (where applicable) and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered minimum requirements. ATTORNEY shall procure and maintain, during the life of this AGREEMENT, such commercial general liability and automobile liability insurance necessary to protect ATTORNEY and DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT. DISTRICT shall be named as additional primary insured on ATTORNEY's policy without offset against ATTORNEY's existing insurance and the certificate of insurance shall include reference to such provisions.

4.1.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

[(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).]

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.1.2 Minimum Limits of Insurance. ATTORNEY shall maintain limits no less than:

(a) General Liability: \$2,000,000 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.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury, death, and property damage.

(c) Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

(d) Workers' Compensation: California Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided as required by law, with limits of not less than \$1,000,000.00 per accident or bodily injury, and \$1,000,000.00 per disease per employee. In the alternative, ATTORNEY may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of DISTRICT.

4.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either:

(a) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its officers, officials, employees and authorized volunteers; or

(b) ATTORNEY shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) 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 ATTORNEY; and with respect to liability arising out of work or operations performed by or on behalf of 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 ATTORNEY's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.

(b) For any claims related to this Project, ATTORNEY's insurance coverage shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of ATTORNEY's insurance and shall not contribute within.

(c) 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 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. ATTORNEY shall, upon demand of DISTRICT, deliver to DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

4.1.5 Acceptability of Insurers. To be acceptable, insurers must have an A.M. Best rating of no less than A minus: VII, or equivalent, unless otherwise approved by DISTRICT General Manager.

4.1.6 Verification of Coverage. ATTORNEY shall furnish 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 DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

4.2 Indemnity. The parties mutually acknowledge that DISTRICT has retained ATTORNEY to perform the Services set forth in this Agreement based upon the special skills, expertise and experience of ATTORNEY. Accordingly, in performing the Services under this Agreement, ATTORNEY shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that ATTORNEY retains sub-attorneys or subcontractors to perform any portion of any of the tasks or Services under this Agreement, ATTORNEY has a duty to DISTRICT to ensure that the tasks and Services performed by such sub-attorneys or subcontractors meet the same professional level, skill and expertise expected of ATTORNEY.

4.2.1 ATTORNEY shall indemnify, defend (with legal counsel acceptable to DISTRICT) and hold harmless DISTRICT and DISTRICT personnel from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of ATTORNEY's performance of any tasks or Services for or on behalf of DISTRICT, whether or not there is concurrent negligence on the part of DISTRICT and/or any DISTRICT personnel, but excluding any Claims arising from the active negligence or willful misconduct of DISTRICT or any DISTRICT personnel where the active negligence or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

SECTION FIVE: LEGAL RELATIONS AND RESPONSIBILITIES

5.1 ATTORNEY shall keep itself fully informed of all existing and future State and Federal laws and all county, municipal and DISTRICT ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of the Services pursuant to this Agreement. ATTORNEY shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work performed by or on behalf of ATTORNEY. ATTORNEY shall cause all completed deliverables required under this Agreement to conform to all applicable Federal, State and local legal requirements. When applicable, ATTORNEY shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

5.1.1 Requirement to Employ Persons Legally Authorized to Work. ATTORNEY shall not hire or employ any person to perform work within DISTRICT or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. ATTORNEY acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. ATTORNEY shall require the same of all of its sub-attorneys and subcontractors.

5.2 Licenses, Permits, Fees and Assessments. ATTORNEY shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the Services required by this Agreement. ATTORNEY shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for ATTORNEY's performance of any work required by this Agreement, and shall indemnify, defend, and hold harmless DISTRICT against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against DISTRICT thereunder.

5.3 ATTORNEY as Independent Contractor. ATTORNEY shall perform the Services and all work required herein as an independent ATTORNEY of DISTRICT and shall remain at all times as to DISTRICT a wholly independent contractor. DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of ATTORNEY in its business or otherwise, or a joint venture, or a member of any joint enterprise with ATTORNEY. ATTORNEY shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. ATTORNEY shall be under the control of DISTRICT as to the result to be accomplished but not the means; provided, however, that ATTORNEY shall consult with DISTRICT as provided in the Scope of Work. Neither ATTORNEY nor any of ATTORNEY's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from DISTRICT; and neither ATTORNEY nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of forty (40) hours in any one week. DISTRICT is under no obligation to withhold State and Federal tax deductions from ATTORNEY's compensation. Neither ATTORNEY nor any of ATTORNEY's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

5.4 Ownership of Data, Reports and Documents. Any work performed by or work product prepared or generated by ATTORNEY under this Agreement shall be the property of DISTRICT. ATTORNEY shall deliver to DISTRICT's Project Manager, at the end of the Project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of DISTRICT. ATTORNEY is not responsible to third parties for DISTRICT's use of data, reports and documents on other projects. DISTRICT may use or reuse the materials prepared by ATTORNEY in any manner desired without additional compensation to ATTORNEY.

5.5 Intellectual Property and Proprietary Information.

5.5.1 Proprietary Information. All proprietary information developed specifically for DISTRICT by ATTORNEY in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including ATTORNEY's underlying materials, software, or know-how, shall be the sole and exclusive property of DISTRICT, and are confidential and shall not be made available to any person or entity without the prior written approval of DISTRICT. ATTORNEY agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of ATTORNEY's Services under this Agreement. ATTORNEY further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by ATTORNEY under this Agreement shall be made to DISTRICT, and that ATTORNEY shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by DISTRICT.

5.5.2 Reproduction Rights. Any and all patents and copyrights that arise from the Services or the creation of work in carrying out this Agreement shall be vested in DISTRICT, and ATTORNEY hereby agrees to relinquish all claims to such copyrights in favor of DISTRICT.

5.5.3 Use of Patented Materials. ATTORNEY shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the Services performed by ATTORNEY under this Agreement. ATTORNEY shall indemnify, defend, and save DISTRICT harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

5.6 Covenant Against Discrimination. ATTORNEYS and contractors doing business with 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. In this regard:

5.6.1 ATTORNEY covenants on behalf of itself and its employees, officers, agents, representatives and subcontractors that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

5.6.2 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.

5.6.3 ATTORNEY shall 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 (42 U.S.C. §12101 et seq.), as the same may be amended from time to time, and any other applicable Federal and State laws and regulations hereinafter enacted.

5.7 Compliance with California Unemployment Insurance Code Section 1088.8. If ATTORNEY is a sole proprietor, then prior to signing the Agreement, ATTORNEY shall provide to DISTRICT a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. ATTORNEY understands that pursuant to California Unemployment Insurance Code section 1088.8, DISTRICT will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

5.8 Conflicts of Interest Prohibited.

5.8.1 No officer, official, employee, agent, representative or volunteer of DISTRICT shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State or DISTRICT statute, ordinance, or regulation. ATTORNEY shall not employ any such person while this Agreement is in effect.

5.8.2 ATTORNEY shall file a Conflict of Interest Statement with the Secretary of the Board of Directors if that is required by DISTRICT's Conflict of Interest Code. ATTORNEY is

responsible 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 DISTRICT's Project Manager if ATTORNEY learns of an economic interest of ATTORNEY's during the term of this Agreement.

5.9 Covenant Against Contingent Fee. ATTORNEY covenants that neither it nor any of its officers, employees, agents or representatives employed or retained any company or person, other than a bona fide employee working for ATTORNEY, to solicit or secure this Agreement. ATTORNEY further covenants that neither it nor any of its officers, employees, agents or representatives has paid or agreed to pay any company or person, other than a bona fide employee of ATTORNEY, 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, 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.

5.10 Unauthorized Use of DISTRICT's Name. Except as required by law or with the prior written consent of DISTRICT (which consent may be withheld in DISTRICT's sole and absolute discretion), ATTORNEY shall not use DISTRICT's name, seal or logo on marketing materials, nor shall ATTORNEY state, imply or in any way represent to any third party that DISTRICT has endorsed or approved ATTORNEY or any of its Services or products.

5.11 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than DISTRICT and ATTORNEY any rights or remedies under or by reason of this Agreement. There are no third party beneficiaries to this Agreement or the Services and work performed hereunder.

5.12 Facilities and Equipment. Except as otherwise provided, ATTORNEY shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. In no event shall DISTRICT be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and copying facilities.

SECTION SIX: TERMINATION AND DEFAULT

6.1 Termination By DISTRICT. DISTRICT reserves the right to terminate this Agreement at any time, with or without cause, upon 10 days written notice to ATTORNEY. Upon receipt of any notice of termination from DISTRICT, ATTORNEY shall immediately cease all work on the Services hereunder except such as may be specifically approved in writing by DISTRICT.

6.1.1 ATTORNEY shall be entitled to compensation for all work performed and Services rendered prior to receipt of DISTRICT's notice of termination and for any portion of the Services authorized in writing by DISTRICT thereafter. If termination occurs prior to completion of any portion of the Services for which a payment request has not been received, compensation for such performed but un-invoiced portion of the Services shall be based upon an amount mutually

agreed to by DISTRICT and ATTORNEY. If, at the time of termination further compensation is due ATTORNEY, ATTORNEY shall not be entitled to such compensation until all reports, documentation and other work product to be delivered to DISTRICT are delivered to DISTRICT.

6.1.2 If termination is due to the failure of ATTORNEY to fulfill its obligations under this Agreement, DISTRICT may take over the work and prosecute the same to completion by contract or otherwise, and ATTORNEY shall be liable to the extent that the total cost for completion of the Services required hereunder, including costs incurred by DISTRICT in retaining a replacement ATTORNEY and similar expenses, exceeds the Budget.

6.2 Right to Stop Work; Termination by ATTORNEY. ATTORNEY shall have the right to stop work only if DISTRICT fails to timely make a payment required under the terms of the Budget. ATTORNEY may terminate this Agreement only in the event of a substantial failure by DISTRICT to perform in accordance with the terms of this Agreement through no fault of ATTORNEY, and upon 30 days' prior written notice to DISTRICT. ATTORNEY shall immediately cease all Services hereunder as of the date ATTORNEY's notice of termination is sent to DISTRICT, except such work or portion of the Services as may be specifically approved in writing by DISTRICT. ATTORNEY shall be entitled to compensation for all Services rendered prior to the date notice of termination are sent to DISTRICT and for any work authorized in writing by DISTRICT thereafter. If ATTORNEY terminates this Agreement because of an error, omission, or a fault of ATTORNEY, or ATTORNEY's willful misconduct, the terms of Paragraph 6.1.2 relating to DISTRICT's right to take over and finish the work and ATTORNEY's liability therefore shall apply.

6.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

6.4 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.5 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

SECTION SEVEN: MISCELLANEOUS

7.1 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, by reputable document delivery service that provides a receipt showing date and time of delivery, or by facsimile or e-mail provided that the facsimile or e-mail system produces a report showing the date and time of delivery. Notices personally delivered, delivered by a document delivery service, or delivered by facsimile or email, shall be effective upon receipt. Notices

delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be addressed as follows:

To DISTRICT: Vista Irrigation District
Attn: Brett Hodgkiss
1391 Engineer Street
Vista, CA 92081-8840
Telephone: (760) 597-3162
FAX: (760) 598-8757
E-mail: bhodgkiss@vidwater.org

To ATTORNEY: Burke, Williams & Sorensen, LLP
Attn: Elizabeth Mitchell
501 West Broadway, Suite 1600
San Diego, CA 92101
Telephone: (619) 814-5819
FAX: (619) 814-6799
E-mail: emitchell@bwslaw.com

Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 7.1.

7.2 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

7.3 Laws and Venue. This Agreement shall be 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 action shall be brought in a state or federal court situated in the County of San Diego, State of California.

7.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

7.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

7.6 Successors. Subject to Paragraph 1.8 above, all of the terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective successors and assigns.

7.7 Integrated Agreement. This Agreement represents the entire understanding of DISTRICT and ATTORNEY as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

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

VISTA IRRIGATION DISTRICT

By: DocuSigned by:
Brett Hodgkiss
Brett Hodgkiss, General Manager

Date: 1/26/2022 | 9:33 AM PST

ATTORNEY

Tax I.D. Number: 95-1705973

By: DocuSigned by:
John Welsh
Signature E5D90C4ED526411...

Date: 1/26/2022 | 9:30 AM PST

Name: John Welsh

Title: Managing Partner

E-mail: jwelsh@bwslaw.com

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cm

EXHIBIT A

SCOPE OF WORK

Duties

General Counsel will perform services for the District on an as-needed basis. Duties and responsibilities shall include the following:

1. Attendance at meetings (including closed sessions) of the District's Board of Directors, as requested by the President, Board of Directors, General Manager or other designee, for the purpose of providing legal services and consultation;
2. Attendance at such other meetings as requested by the President, Board of Directors, General Manager, or other designee;
3. Preparation of ordinances, resolutions, contracts, and the like concerning the District's business;
4. Preparation of written legal opinions on matters concerning District business 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.
6. Review of contracts, bid specifications and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance.
7. Consultation with District staff and/or the District's labor counsel regarding personnel matters, labor relations matters, litigation, and other matters concerning District business, as requested (that may not otherwise be covered by District agreements with other legal resources);
8. Advising the District as to whether to file claims or commence litigation.
9. Representing the District in connection with certain claims and litigation filed by or against it. Other legal counsel shall be retained in the event of a conflict of interest, which disqualifies attorney from representation; other legal counsel may be retained to defend or prosecute actions, which in the opinion of attorney require special expertise or where representation is being provided under a contract of insurance.
9. Providing advice and assistance to District staff and directors on matters of law including the Brown Act, California Government and Water codes, conflict of interest and Political Reform Act and assisting them in seeking advice from regulatory agencies, such as the Fair Political Practices Commission.
10. Provide legal assistance and consultation to District staff and directors on matters of environmental compliance, including Endangered Species Act, California Environmental Quality Act, and National Environmental Policy Act as they pertain to actions by the Staff and Board.
11. Provide legal assistance and consultation to District staff and directors on matters of property rights and property management, including trespass, encroachment, lessee/licensee obligations, easements, and in-holder access.

12. Such other activities as directed by the President, Board of Directors, General Manager, or other designee.

A detailed description of the duties, methodologies, experience and qualifications required of this engagement is contained in the full proposal submitted by ATTORNEY attached hereto and incorporated herein by reference.

Restrictions

ATTORNEY shall not initiate compromise, settle or release 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.

DISTRICT Assistance

DISTRICT shall provide ATTORNEY with copies of agenda materials, reports and such other documents and information as are reasonably necessary for ATTORNEY to perform the Services.

DISTRICT Acknowledgment

The DISTRICT acknowledges that ATTORNEY is required to follow the California Rules of Professional Conduct, which apply to this attorney-client relationship and ATTORNEY's conduct, notwithstanding anything to the contrary that may be contained in this AGREEMENT.

Principal Attorney

Elizabeth Mitchell is to 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 the Principal Attorney's discretion, subject to approval by the DISTRICT.

Alternate Attorney(s)

In the event that Elizabeth Mitchell is unavailable, the DISTRICT should contact the following Attorney(s) (in the following order) to handle any work that needs immediate attention:

Mark Austin
Johanna Canlas
Gena Burns

EXHIBIT B

FEE SCHEDULE

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

Staffing

Partners/Associates (general blended rate)	\$240/hr.
Partners/Associates (litigation blended rate)	\$290/hr.
Paralegals (if needed for litigation)	\$145/hr.

The above-referenced rates for legal services remain in effect from the AGREEMENT execution date through June 30, 2024. For the two optional one year renewal periods, and unless otherwise negotiated, rates may be adjusted annually equal to the greater of the salary increase granted to District management personnel or five percent. The District's Board of Directors must approve any adjustments to the rates.

Other Charges

DISTRICT will reimburse ATTORNEY for the actual, itemized cost of goods and services necessary to perform the work of this Agreement, including:

- Computer-assisted research (Westlaw/Lexis and other on-line services);
- Reimbursable travel expenses for lodging, meals, parking and tolls, plus mileage at the IRS-approved rates;
- Mileage will be charged for travel to/from two Board meetings per month;
- Time engaged in travel to/from additional Board meetings (above the two per month) or other meetings will be billed at one-way travel time (mileage inclusive);
- Delivery charges for US Mail, Federal Express, courier services, etc.;
- Non-incidentals Facsimile costs (generally more than 10 pages) and litigation related facsimile costs; \$1.00/page;
- Non-incidentals reproduction costs (generally more than 150 pages black and white or 50 pages color) and litigation related reproduction costs; \$.20/page for black and white and \$1.00/page for color;
- Fees assessed by courts and administrative agencies; and
- Pre-approved costs for experts, consultants, or other unusual goods or services, if any.

ATTORNEY will not charge for, nor will DISTRICT pay for:

- Incidental facsimiles sent or received (as described above);
- Standard office furniture, machinery or computing devices, including software;
- Telephone services;
- Secretarial services or staff time;
- Incidental reproduction and/or photocopying (as described above); and
- Time engaged in travel to/from two Board meetings per month.

EXHIBIT C

ACTIVITY SCHEDULE

The schedule for ATTORNEY'S activities will be determined by the DISTRICT'S General Manager, in consultation with the ATTORNEY.



burke

BURKE, WILLIAMS & SORENSEN, LLP

Proposal to Provide General Counsel Services to the Vista Irrigation District

Proposed General Counsel:

Elizabeth A. Mitchell
Burke, Williams & Sorensen, LLP
501 West Broadway, Suite 1600
San Diego, California 92101

Phone: 619.814.5819 | Email: emitchell@bwslaw.com

Submitted: October 21, 2021



501 West Broadway - Suite 1600
San Diego, California 92101-8474
voice 619.814.5800 - fax 619.814.6799
www.bwslaw.com

evail@bwslaw.com

October 21, 2021

Via email to bhodgkiss@vidwater.org

Brett Hodgkiss
General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081

Re: Proposal to Provide General Counsel Services to the Vista Irrigation District

Dear Mr. Hodgkiss:

On behalf of Burke, Williams & Sorensen, LLP ("Burke"), I am pleased to submit this response to the Request for Proposals issued by the Vista Irrigation District ("VID") on September 13, 2021. Burke is extremely interested in the possibility of serving as the District's General Counsel.

Founded in 1927, Burke is a diverse, dynamic and preeminent public law firm. For over 90 years, the representation of public agencies has been the cornerstone of Burke's legal practice. The firm currently serves the legal needs of over 200 local governmental entities, including water districts and other special districts, cities, counties and joint powers authorities. We take pride in our long-standing tradition of providing excellent legal services at reasonable rates and believe our team at Burke offers the depth, expertise and commitment that VID seeks from its counsel. Ours is a rich tradition of providing high quality advice and services to public agencies. We are prepared to work closely with you in budgeting, performing, reporting on, and updating the legal services you need.

We propose that Elizabeth A. Mitchell serve as General Counsel. Elizabeth attended the California Special Districts Association annual conference about two months ago and is current on the unique needs of water districts. She has excellent customer service, superior legal skills, responsiveness and attention to detail. Her experience is described below. We anticipate that Elizabeth will provide most of the District's needs. She will be assisted, depending on VID's needs, by a team including myself, Johanna N. Canlas, Donald M. Davis, who has a wealth of experience in water law, Mark J. Austin, who has successfully represented VID in litigation at his previous firm, as well as Alondra Espinosa and Gena B. Burns, if required. In addition, if special needs or litigation arise, Burke has ample other exceptional lawyers who can be drawn on to ensure VID quickly gets the exemplary legal services that it deserves.



Brett Hodgkiss
Vista Irrigation District
October 21, 2021
Page 2

Thank you for considering us. If you have any questions regarding this proposal, or if you would like additional information, please feel free to contact me at the number listed above. We look forward to hearing from you.

Very truly yours,

Burke, Williams & Sorensen, LLP

A handwritten signature in black ink, appearing to read "Eric S. Vail". The signature is fluid and cursive, with a large initial "E" and "S".

Eric S. Vail
Partner and Chair
Public Law Practice Group

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BURKE, WILLIAMS & SORENSEN, LLP

Burke, Williams & Sorensen, LLP is a California limited liability partnership. Burke is comprised of 23 owners under the leadership of a Management Committee and Managing Partner. Firm management includes owners who practice substantially or entirely in the area of public law, and the firm has a longstanding commitment to the needs of its local public agency clients. Details of our firm are listed below.

Firm Name	Burke, Williams & Sorensen, LLP
Founded	1927
Point of Contact	Elizabeth A. Mitchell Burke, Williams & Sorensen, LLP 501 West Broadway, Suite 1600 San Diego, California 92101 Tel: 619.362.0562 Email: emitchell@bwslaw.com
Number of Attorneys/Staff	135/60
Headquarters Office	Burke, Williams & Sorensen, LLP 444 South Flower Street, Suite 2400 Los Angeles, California 90071 Tel: 213.236.0600 Fax: 213.236.2700
Additional Firm Offices	
Inland Empire	San Francisco
1770 Iowa Avenue, Suite 240 Riverside, California 92507 Tel: 951.788.0100 Fax: 951.788.5785	1 California Street, Suite 3050 San Francisco, California 94111 Tel: 415.655.8100 Fax: 415.655.8099
Oakland	Silicon Valley
1901 Harrison Street, Suite 900 Oakland, California 94612 Tel: 510.273.8780 Fax: 510.839.9104	60 South Market Street, Suite 1000 San Jose, California 95113 Tel: 408.606.6300 Fax: 408.606.6333
Orange County	San Rafael
1851 East First Street, Suite 1550 Santa Ana, California 92705 Tel: 949.863.3363 Fax: 949.863.3350	181 Third Street, Suite 200 San Rafael, California 94901 Tel: 415.755.2600 Fax: 415.482.7542
Palm Desert	Ventura County
73-929 Larrea Street, Suite 4A Palm Desert, California 92260 Tel: 760.776.5600 Fax: 760.776.5602	2310 East Ponderosa Drive, Suite 25 Camarillo, California 93010 Tel: 805.987.3468 Fax: 805.482.9834

FIRM QUALIFICATIONS

For over 90 years, the representation of public agencies has been the cornerstone of Burke's legal practice. Burke provides public entities with a full range of legal, advisory, transactional, and litigation services organized into nine practice groups: Public Law; Labor and Employment Law; Construction Law; Litigation; Environmental, Land Use and Natural Resources; Real Estate and Business Law; Insurance Coverage and Litigation; Intellectual Property; and Education Law. The firm's 135 attorneys serve clients from ten offices throughout California. With regional offices in San Diego, Orange County, the Inland Empire, Palm Desert, Oakland, San Francisco, Marin County, Silicon Valley, Los Angeles, and Ventura County, as well as modern modes of communication and travel, we can easily be where our clients need us to be, when they need us to be there.

More than one-half of our work is for public entities, and we currently serve the legal needs of over 200 public agencies in all manner of advisory, transactional and litigation matters. We are frequent lecturers, speakers and trainers to numerous associations and clients. Our public lawyers collectively have hundreds of years of experience as general and special counsel for water and other special districts, joint powers authorities, housing authorities, cities, counties, and other public agencies. The biographies of all of our lawyers, with descriptions of their expertise and experience, can be found on our website at www.bwslaw.com.

Our attorneys have experience in virtually every field of public law. This means that we are able to provide the expertise and experience needed on nearly any topic of public law that may arise. Our areas of expertise include:

- Brown Act Issues
- Public Records Act Issues
- Conflicts of Interest and Political Reform Act
- Elections Law and Redistricting
- Water Law and rights
- First Amendment Issues
- Condemnation and Eminent Domain
- Annexation and Other LAFCO Proceedings
- Land Use Planning and Zoning
- Eminent Domain
- Real Estate and Development
- Public Works and Contracts
- Personnel Matters
- CalPERS (PERL, PEPRA, PEMHCA)
- Workers' Compensation and Employee Benefits
- Easements, Encroachments and Licenses
- Trial and Appellate Litigation
- Tort Liability
- Code Enforcement and Receivership
- Stormwater, NPDES and Clean Water Act
- Public Finance, Bonds & Taxation
- Ratemaking & Proposition 218
- CFDs and Assessment Districts
- Stormwater and Urban Runoff Permitting
- CEQA, NEPA, Endangered Species Act and Environmental Law
- Regulatory compliance
- Disciplinary Hearings and Grievances
- California FEHA
- ADA Matters
- Section 1983 Civil Rights Claims
- Labor Negotiations and Meyers-Milias-Brown Act

Our Public Law Group keeps abreast of new cases and legislation impacting public agencies in California and routinely publishes new case alerts and legislation summaries for clients.

Burke represents numerous water districts, other special districts, joint powers authorities and municipalities and is very experienced in providing legal services to these entities. Burke attorneys regularly provide seminars around the state on the Brown Act, Public Records Act and ethics laws for public entities. Burke's lawyers also are experienced in assisting its public entity clients on both state and local legislative efforts.

We regularly work closely with staff in the preparation of agendas and agenda packets, including reviewing agenda descriptions for open and closed session items and preparing and reviewing agenda reports prepared by staff. We prepare and review resolutions, ordinances and other public entity documents. We also participate in Board meetings and have substantial experience in advising public clients on meeting procedures. Our team members frequently conduct trainings and workshops on the Brown Act, AB1234 and the Public Records Act, and have published in these areas.

We understand that VID has special counsel for employment-related issues, but our attorneys also regularly assist public agency clients in all areas of personnel, workers compensation, disability and employee relations as well as offering sexual harassment training. Burke has a practice group dedicated to labor and employment.

Water Experience

Our proposed team has considerable experience advising public and private clients on a wide variety of traditional water law issues, including surface and groundwater water rights. Burke has represented a number of public clients in implementing and negotiating groundwater basin adjudications, including the cities of Santa Clarita, Ontario, Hesperia, Banning, Hemet, and Guadalupe, and for the Bear Valley Community Services District. Burke also has significant experience representing private interests in groundwater rights disputes. Burke attorneys served as co-counsel on the winning side in the California Supreme Court decision of *City of Barstow v. Mojave Water Agency*, 23 Cal.4th 1224, representing several private agricultural producers in a groundwater rights dispute.

In addition to water districts and joint powers authorities, Burke represents a number of cities with municipal water utilities on the wide range of legal issues they encounter on a daily basis, including water rights, water planning, water efficiency, water transfers, water quality, recycled water, fee studies, rate setting, Proposition 218 issues, environmental laws and interactions with groundwater management agencies and wholesale and retail water providers.

In addition, our team has substantial experience with public works and capital improvement projects, including prevailing wage matters, public safety, construction, water treatment plants, water and storm water pumping stations, water lines, sewer treatment plants, energy facilities, structures and buildings, roads and bridges, and canal repairs. For example, we have advised a public client regarding a \$30 million groundwater treatment plant that will include property acquisition, bidding, and construction; we currently represent the Friant Water Authority in its \$500 million project to restore capacity to the Friant-Kern Canal. We have also advised a public

water purveyor in a competing assertion of water and ownership rights in a pre-1914 flume, used to convey 5,000 acre feet of water from one watershed to another, that was used for the generation of hydroelectric power by Edison, which is now decommissioning the facility before FERC and seeking to divest its interests after a controversial multimillion dollar rehabilitation of the flume. We also regularly work with clients on smaller projects.

Due to our involvement in numerous basin adjudications and our general representation of water purveyors and cities, as well as representation of agricultural interests, we have developed a deep understanding of the relative priority of overlying, riparian, and appropriative uses, the assertion of prescriptive and public trust rights, pre and post-1914 water rights, water transfers, wheeling and storage, and assertion of water rights by Native Americans. These experiences have allowed us to interact with a variety of watermasters, public water purveyors, agricultural producers and land owners, and to become well versed in the often competing interests of each. Burke has advised clients in southern and northern California on many types of water-related agreements, including water transfer and lease agreements and water recycling agreements.

We also draft, negotiate and review every kind of agreement that our public entity clients need, including construction and service contracts, agreements for real estate purchases, development and lease transactions, easements, licenses, encroachment permits, access agreements and public financing documents.

A number of Burke's lawyers also advise clients regarding compliance with the California and Federal Safe Drinking Water Acts and implementing regulations, including annual water quality reports and the California Department of Public Health's oversight of water suppliers' water quality monitoring and reporting requirements.

Our team is well-qualified to provide water policy and legislative advice to VID as well. We have considerable understanding of and experience working on water policy issues at the state and local level, which enables us to understand many of the larger policy and political issues and provide sound counsel as a result. With clients in and near San Diego County, Orange County and Riverside County, we also understand issues unique to the area.

Legal Services Performed for Public Agencies in San Diego, Orange County, and Riverside County

In addition to the above services, Burke performs general counsel services for the following public agency clients in San Diego County, Orange County or Riverside County: City of Coronado, City of Solana Beach, City of Lemon Grove, City of Cathedral City, City of Eastvale, City of Wildomar, the SunLine Transit Agency, Coast Community College District, and the Banning Library District.

Burke also provides, or has recently provided, special counsel services to the following public agency clients in San Diego, Orange County or Riverside County: Capistrano Unified School District, City of Anaheim, City of Beaumont, City of Chula Vista, City of Corona, City of Coronado Successor Agency, City of Fountain Valley, City of Fullerton, City of Garden Grove, City of Hemet, City of Huntington Beach, City of La Habra, City of Laguna Beach, City of

Laguna Niguel, City of Lake Elsinore, City of Moreno Valley, City of National City, City of Newport Beach, City of Norco, City of Palm Desert, City of Palm Springs, City of Placentia, City of Riverside, City of San Diego, City of Santa Ana, City of Solana Beach Successor Agency, County of Orange, Desert Career College, Hemet Housing Authority, Hemet Redevelopment Successor Agency, Irvine Ranch Water District, Jamul Indian Village, Jurupa Area Recreation and Parks District, Jurupa Unified School District, Mesa Water District, North County Transit District, Orange County Employees Retirement System (OCERS), Orange County Flood Control District, Orange County Water District, Santa Margarita Water District, South Bay Community Services, Southwestern Community College District, University of California Riverside, and Val Verde Unified School District.

In addition, Burke has from time to time represented the County of San Diego, the City of Vista, the City of San Marcos as special counsel, mostly in connection with litigation, but does not currently represent those agencies.

PROPOSED TEAM

While the full roster of Burke attorneys will be available to VID for matters that may arise, Burke has assembled the following team to assist VID as General Counsel. The broad depth of Burke's practice groups allows it to assist VID on virtually every legal issue that may confront VID as well as to scale up or scale back services as VID's needs change over time. This provides VID with the ability to keep most legal work "in house" with lawyers who know each other and have worked with each other for many years, and avoids the need to retain outside law firms who may not have a full understanding of VID.

Burke proposes Elizabeth A. Mitchell to serve as General Counsel for VID. Elizabeth will be the primary point of contact between VID and Burke and will be responsible for implementing the directives of VID. In the event that Elizabeth is unavailable and the issue is time sensitive, or where in person meetings are required on an immediate or emergency basis, Johanna N. Canlas or Eric S. Vail may serve as back up. Under Elizabeth's supervision, other team members may provide services within their areas of expertise as needs may arise from time to time. Elizabeth will work directly with the President, Board and the General Manager to maintain the timeliness, quality and cost effectiveness of the legal services provided by Burke. To ensure clear lines of communication, Elizabeth will keep track of all work assigned to the firm by VID and work with any other Burke's lawyers and VID to set realistic deadlines in conformance with VID's needs and desires. We are recommending Elizabeth because she is an excellent attorney with the experience, professionalism and service-oriented approach that we believe would be a perfect fit for VID.

We briefly describe the relevant experience of the proposed General Counsel, Elizabeth Mitchell, and her team below.

Elizabeth A. Mitchell – Proposed General Counsel



Elizabeth Mitchell has been practicing law for over 21 years, and Burke was thrilled when she agreed to join the firm in 2020. She received her J.D., *magna cum laude* from the University of San Diego School of Law in 1999, was admitted to the California State Bar the same year, and received two B.A.s, *summa cum laude* from Boston University in 1996. She is a member of the California Special Districts Association, City Attorneys Association of San Diego, the San Diego County Bar Association and the Lawyers Club of San Diego.

Elizabeth has a wide depth and breadth of legal experience, specializing in public sector law for over six years. She has served as acting general counsel, assistant general counsel for public agencies, special districts, and non-profits, and acting city attorney, assistant city attorney and deputy city attorney for five cities in San Diego County. At her former firm, Elizabeth was the Acting General Counsel and Assistant General Counsel for the Ramona Municipal Water District where she handled all aspects of the District's needs for three years, including public contracts, procurement, construction management, prevailing wage, capital improvement planning, collections, water customer claims and complaints, CEQA, environmental law and compliance, eminent domain/condemnation, easements, access rights, deeds, real property purchase and sales transactions, Public Records Act, Brown Act, water law, water rights and contracts, recycled water, plant operations, pumps and infrastructure. She also attended open and closed Board meetings for the District and assisted with assessment of fees and charges for water and related services, including Proposition 218. Elizabeth provided special counsel advice to the Lakeside Fire Protection District on taxes, fees and assessments. She also acted as special counsel for the Wynola Water District providing advice regarding potential tort claims involving water quality and compliance with water standards, permits, regulations and reporting and provided collections and employment advice to a local joint powers authority.

For the last almost five years, Elizabeth has represented the City of Coronado and the City of Solana Beach, starting as Deputy City Attorney and rising to Assistant City Attorney for both cities and serving as Acting City Attorney. Elizabeth works closely and regularly with staff in every department in every area of public and municipal law, including water law, government contracting, procurement issues and complex commercial and real estate transactions. She drafts, reviews and revises contracts, real property purchase and sale agreements, leases, loan agreements, deeds, easements, real property covenants, transfers of personal and intellectual property and other documents. Elizabeth acts as lead negotiator in a variety of types of real property acquisition and public projects both on the agency and developer side. She provides training to staff and advises on competitive bidding, non-competitive procurements, federal and state audit issues and compliance with various state and federal laws, including procurement programs and acquisition requirements. She works on code compliance, zoning, land use decisions, CEQA, Public Records Act, Elections Law and transparency issues. She researches court decisions, interprets laws and other legal authorities and prepares legal opinions to inform agency staff. Elizabeth drafts ordinances and resolutions and reviews and provides input on staff reports. She provides advice on personnel issues, workers compensation, disability, employee relations, redistricting, construction law, rights-of-way acquisition, eminent domain,

and Proposition 218. Elizabeth reviews agreements and issues related to San Elijo Joint Powers Authority (where the City of Solana Beach is a member) and California American Water Company (on behalf of the City of Coronado), and works on large public works, infrastructure and capital improvement projects. Elizabeth has reviewed public financing and bond documents. She has helped local governmental agencies navigate through novel legal issues and local emergencies, from flooding to pandemic to ever-changing laws in California.

As a former litigation partner and trial attorney earlier in her career on complex commercial transactions, Elizabeth also counsels staff on risk avoidance and loss mitigation and has unique insights on real estate, claims and contract provisions. She has experience in tort claims, trespass, writs of mandate, eminent domain, civil litigation and employment related lawsuits (both for plaintiffs and on the defense side). She timely closes transactions, manages litigation, and drafts closed session memoranda for municipalities, other public agencies and non-profits.

As public agency counsel, Elizabeth has had the pleasure and opportunity to provide legal advice to staff in every agency department on a wide variety of matters on a regular basis. No matter what the issue, agency staff knows that Elizabeth is always available by phone, email and Teams or Zoom and can be on-site quickly for in person meetings. She looks forward to providing exemplary service to VID as your next General Counsel.

Eric S. Vail



Eric S. Vail joined the firm as a partner in 2001. Eric has over 25 years of municipal law experience, serves as the Chair of Burke's Public Law Practice Group, and is a member of the Firm's Management Committee. During his career, he has concentrated on public ethics, land use, public transactions, solid waste franchising, and water law. He is currently City Attorney for the City of Cathedral City and is General Counsel for the SunLine Transit Agency. He has previously served a number of cities and local agencies in this capacity or as special counsel.

Eric has a passion for representation of local government and the maintenance of local control. He remains active in the League of California Cities, recently serving as the Chair for the committee that drafted the League's publication, *A Guide for Local Agency Counsel: Providing Conflict of Interest Advice*, and continues to serve on the League's Housing, Community and Economic Development Policy Committee (2006 to present). He has also been involved with the City Attorney Department's FPPC Committee, and the Municipal Law Handbook. As a founding member, Eric continues to be active on the Advisory Board for the Local Leaders Program at the USC Sol Price School of Public Policy. Eric has also written and spoken on public ethics, legal services management, and municipal law topic for groups such as the League of California Cities, the State Bar Association, and local City Attorney Associations. He has also devoted much time over the years as an adjunct professor for the University of California, Riverside's Extern Program teaching course in Redevelopment and Land Use and Housing Practices.

Eric's 25 years of experience with water rights includes representation of the City of Ontario on operations in compliance with the adjudicated Chino Basin, representing the City of Hesperia on

operations in compliance with the adjudicated Mojave Basin, participating in negotiations to adjudicate the Hemet/San Jacinto Basin, advising the City of Banning with regard to stream and flume water diversion rights and issues with the San Gorgonio Pass Water Agency, and representation of multiple dairy and alfalfa farmers in a waters rights dispute in the Mojave Basin. He successfully argued a water rights decision in the California Supreme Court, *City of Barstow v. Mojave Water Agency*, 23 Cal.4th 1224 (2000). Eric has experience with ground water replenishment fees, contracts for surplus with Metropolitan Water District, and transfer of water and water rights between agencies.

Eric also has particular expertise in the area of solid waste franchising. He advised numerous cities regarding negotiation and drafting of new or amended franchise agreements with waste haulers as well as implementation of and compliance with AB 341, AB 901, AB 1594, AB 1826, SB 1016, and AB 1383. Eric has also advised clients on the transition from in-house solid waste services to franchised solid waste services. He has assisted clients in the review of franchisee performance issues and assessed options to exist unfavorable franchise agreements. Eric has emphasized concrete performance measures, equitable rates, as well as fair but robust compensation for public agencies in franchise negotiations. Clients have included Temple City, Wildomar, Hemet, Cathedral City, Ontario, Banning, and Beaumont. Franchises have included Burrtec, Waste Management, USA Waste, Republic, and Athens.

Eric was admitted to the State Bar of California in December 1992. He received his J.D. from the University of the Pacific, McGeorge School of Law and his B.A., *summa cum laude*, from California State Polytechnic University, Pomona.

Mark J. Austin



Mark J. Austin received his J.D. from Loyola Law School, Los Angeles, in 2000. He received his B.A. in Social Ecology/Criminal Justice from the University of California, Irvine in 1997.

Mark has been litigating cases on behalf of public agencies since his admittance to the State Bar of California in 2000. He has handled dozens of matters, in both state and federal courts, on a broad spectrum of issues, including homelessness issues, police misconduct, municipal tort defense, employment litigation, and others. Mark has extensive trial experience, having handled multiple successful jury trials, bench trials, and arbitrations, and has successfully argued before the California Court of Appeal over a dozen times. A small sample of some of the litigation that Mark as handled include the following:

- *Omdahl v. Vista Irrigation District*. In this case, Mark successfully defended the Vista Irrigation District in a lawsuit alleging the breach of an easement agreement. He prevailed on a motion for summary judgment.
- *Department of Water Resources v. All Persons Interested*. (Validation Action for State Water Project Bonds). This was (and is) a hotly contested validation action seeking to validate the issuance of bonds by the California Department of Water Resources for the construction of the Delta Conveyance Project (formerly Waterfix). Mark has successfully

represented the Metropolitan Water District of Southern California as an interested party and ally of DWR throughout the proceedings, winning on multiple key issues during the case despite strong opposition.

- *DeNardi v. Coronado City Council*. (Brown Act; Anti-SLAPP Motion). In this case, the City of Coronado was sued for claimed violations of the Ralph M. Brown Act relating to alleged interactions between members of the City Council and their constituents on the subject of a public hearing before the hearing occurred. Mark prevailed in getting the matter dismissed via an anti-SLAPP motion under Code of Civil Procedure section 425.16.
- *CATER v. City of Anaheim* (Brown Act; Public Records Act). This case involved Brown Act challenges against certain contracts between Anaheim and the Angels regarding the lease of Angels Stadium, and related claims under the Public Records Act. Mark brought a series of successful demurrers that defeated the Brown Act claims and left only the Public Records Act claim, which then settled on favorable terms. Following that settlement, Mark defeated a motion for attorneys' fees brought by the petitioner, despite the fact that the City had produced additional records after the lawsuit was filed.
- *Peoples Homeless Task Force v. City of Anaheim, et al.* (Brown Act). This is an ongoing matter in which Mark, along with partner Tom Brown, is defending an agreement for the sale of Anaheim Stadium against a challenge under the Brown Act.
- *CATER v. City of Anaheim* (Bond Litigation). This was a reverse-validation action challenging the issuance of \$300 million in lease-revenue bonds by a JPA (consisting of the City and its redevelopment successor agency) to fund the expansion of the Anaheim Convention Center. Mark handled the case successfully at trial and obtained a dismissal of the later appeal.

Mark has multiple published appellate opinions, including the following:

- *Oxford Preparatory Academy v. Edlighten Learning Solutions* (2019) 34 Cal.App.5th 605 (enforceability of contractual arbitration agreement)
- *City of Cerritos v. Cerritos Taxpayers Assoc., et al.* (2010) 183 Cal.App.4th 1417 (complex validation action concerning purchase and development of senior-housing project)
- *In re County of Monterey Initiative Matter* (N.D. Cal. 2006) 427 Fed.Supp.2d 958 (voting rights case)
- *City of Long Beach v. Department of Industrial Relations* (2004) 34 Call.4th 942 (amicus; prevailing wage issue)

Donald M. Davis



Donald Davis received his J.D. from the University of California, Davis in 1993 and was admitted to the California State Bar in December 1993. He joined Burke in 2001. Don is a member of the Association of California Water Agencies, the California Special Districts Association and the City Attorneys Association of Los Angeles County.

Don has over 25 years of experience as a city attorney and general counsel to public agencies. Don currently serves as the General Counsel for the Friant Water Authority and the Bear Valley Community Services District and as City Attorney for Rolling Hills Estates, and Assistant City Attorney for the City of Camarillo. He also provides special counsel services for numerous other Burke public entity clients.

Don is an authority on the Brown Act and Public Records Act and authored the California Public Records Act Compliance Manual and Brown Act Compliance Manual for the California Special Districts Association. He has considerable experience assisting public agencies with negotiating, drafting and reviewing contracts with public agencies, public finance, CEQA, and real estate matters.

Throughout his career, Don has advised municipal water departments on matters ranging from the construction of facilities to water quality compliance, as well as the establishment and adjustment of water rates and charges. As General Counsel for the Friant Water Authority, which operates the 152-mile long Friant-Kern Canal on behalf of the Bureau of Reclamation, Don regularly interacts with federal, state and local officials on a variety of water law and policy issues. He also has considerable experience on a wide variety of environmental issues, including CEQA. Don has experience in dealing with federal (Bureau of Reclamation, Army Corps of Engineers) and state (Department of Fish and Wildlife and Regional Water Quality Control Board) resource agencies with respect to public and private projects.

Johanna N. Canlas



Johanna N. Canlas has almost 20 years of municipal law experience. She received her J.D., *cum laude*, from the California Western School of Law and her B.A. from the University of California, Santa Barbara. Johanna has been the City Attorney for the City of Solana Beach for the last 13 years. Johanna had also served as City Attorney for the City of Coronado since 2012. She is an experienced and knowledgeable advisor on the full range of public law issues. She advises city councils, boards, commissions, and city staff in all areas of municipal law such as open meeting laws, environmental issues, land use, housing, zoning and planning, conflicts of interest laws, code enforcement, bidding and procurement procedures, elections and initiatives, claims review, fee setting, personnel, and labor relations. She drafts opinions, ordinances, resolutions, agreements, and contracts on a range of subject areas. Additionally, she supervises litigation matters.

Johanna is experienced in representing cities and is attuned to the unique challenges they face with the ever-growing, and sometimes competing, state mandates. She has negotiated development agreements for city projects, including affordable housing developments. Johanna has represented her clients before regional, state and federal agencies. She built relationships she can draw upon to facilitate open dialogue and reach common ground when available. While Johanna provides constructive and practical legal advice to her clients, she will zealously defend city and agency decisions when needed.

Johanna has held leadership roles and collaborates with regional and statewide organizations to stay current on the latest legal developments that may impact the clients. She is a member of the San Diego County Bar Association, the Lawyers Club, and the League of California Cities City Attorney's Department Ad Hoc Emergency Response Committee.

Alondra Espinosa



Alondra Espinosa is an associate at Burke handling a broad range of legal matters involving water law, land use, CEQA, the Brown Act, the Public Records Act, code enforcement, public contracts, drafting and amending ordinances, and other areas concerning municipalities and public agencies. She formerly served as the Assistant General Counsel for the Palmdale Water District and South Montebello Irrigation District. In those capacities, Alondra provided advice and legal support on water and wastewater issues, including water quality, infrastructure, rate-setting, and legislative analysis.

While pursuing her law degree, Alondra assisted in-house counsel at the Metropolitan Water District of Southern California with a variety of legal matters involving CEQA litigation, water rate challenges under Proposition 218 and Proposition 26, claims pursuant to the Tort Claims Act, and disclosures pursuant to the Public Records Act. Alondra also gained a broad water legal experience clerking for the U.S. Environmental Protection Agency, Office of the General Counsel's Water Law Office. There she worked on matters concerning the Clean Water Act and the Safe Drinking Water Act, including, tribal water quality standards, National Pollutant Discharge Elimination System (NPDES) permits, the Clean Water Rule, and the Lead and Copper Rule.

Alondra received her J.D., with a concentration in environmental law, from Loyola Law School, Los Angeles in 2016 and was admitted to the California State Bar in 2017. She received her B.A. in Political Science, and minors in Environmental Systems and Society, and Chicana/o Studies from the University of California, Los Angeles (UCLA) in 2011.

Gena B. Burns



Gena Burns is a senior associate with Burke and has been practicing law for over 10 years. She graduated *cum laude* from UC Hastings, School of Law in 2010. She is a member of the City Attorneys Association of San Diego, the San Diego County Bar Association and the California Public Employers Labor Relations Association.

Gena's legal practice is focused on public sector law. For the past six years, Gena has worked closely with cities and special districts throughout Southern California. At her former firm, she provided counsel to the Ramona Municipal Water District, the Borrego Water District, the Lakeside Fire Protection District, and the Julian Cuyamaca Fire Protection District. Gena regularly provides counsel to city councils, boards of directors, and staff on a broad range of matters including the Public Records Act, the Brown Act, code enforcement, redistricting, and elections. During the time that Gena was representing the Julian Cuyamaca Fire Protection District, she oversaw the dissolution process of the District, and combatted various legal challenges. One such challenge resulted in Gena obtaining a favorable published ruling from the Fourth Appellate District Court of Appeal in *Southcott v. Julian-Cuyamaca Fire Protection*, 32 Cal.App.5th 1020 (2019).

Gena also regularly advises clients and litigates matters concerning equal employment opportunity laws, disability and family medical leave, wage and hour issues (including class actions and PAGA claims), sexual harassment, workplace violence, public employee benefits and retirement, employee discipline and disciplinary arbitrations, collective bargaining processes, and interpretation of labor contracts. She has represented clients in litigation in both state and federal court.

For the past four years, Gena has volunteered to edit *The Municipal Law Handbook*. She has also delivered trainings to the League of California Cities and to the California JPIA.

She and the rest of the team look forward in providing excellent service to VID.

VALUE-ADDED SERVICES

To keep our public agency clients abreast of legal hot topics and new and pending legislation and case law that may be applicable to their circumstances, we send emails that contain articles of interest on new issues in public law as well as a comprehensive listing of recent cases and legislation affecting local entities.

Burke also publishes the widely circulated *Legal Trends*, an annual publication that summarizes the key developments in labor and employment law, especially designed for employers in the public sector. *Legal Trends* has been distributed for nearly 20 years at CALPELRA.

Additionally, Burke attorneys are able to provide training to VID in a number of areas. Trainings are usually at significantly reduced cost because the time to prepare is often split among many clients. Some of our past training topics have included:

- Focused Trainings on the Brown Act, Conflicts of Interest, or Public Records Act
- Basic Contract Drafting and Administration
- Prevention of Sexual Harassment
- Compliance with Federal and State Disability Laws
- Handling Public Contract Bid Disputes
- Basics of Code Enforcement
- Addressing Workplace Violence
- AB 1234 Training
- Public Document Retention and Destruction
- Living with CEQA
- Compliance with Leaves of Absence Laws
- FLSA Compliance
- Discrimination Training
- Public Employee Retirement Benefits

LEGAL APPROACH

As General Counsel, Elizabeth Mitchell will be our primary point of contact between the District and Burke and will be responsible for implementing the directives of the District. Elizabeth will work directly with the President, Board and the General Manager to maintain the timeliness, quality, and cost effectiveness of the legal services provided by the firm.

For routine questions, our goal is to respond as soon as possible, but within 24 hours at the most. When a response requires additional research, review of documents, or drafting, a response time will be arranged to fit the needs of the District. There is no average time to perform substantive tasks like drafting agreements or modifying ordinances, as each of these situations differs in complexity and exigency. With this type of work, our goal is to respond to VID's needs in a way that is efficient but also provides an excellent work product.

Our team flags incoming work with due dates to make sure that requests are appropriately prioritized and timely completed. Burke attorneys utilize smartphones, tablets, laptops and the firm's remote server to seamlessly work from any location. The physical location of Burke's attorneys presents no barrier to timely responses.

Elizabeth will be available to the President, Board and District Manager by phone, text or email at all times within reason. If she is not available at the exact moment a call, text or email is sent, the President, Board and General Manager can expect a response the same day. She is also available for in person and Zoom or Teams meetings as needed as well as regular "office hours" once or twice a week at VID's preference.

Our team's general approach would be as follows:

- Learn your customary way of working, so that we complement the work done by staff and the Board.

- Build upon the existing forms and practices, avoiding reinvention unless it will lead to increased efficiency or is needed based on a change in the law.
- Take advantage of the fact that we represent, as general or special counsel, many public agencies and can spread the cost of preparing memoranda on new cases and legislation over many clients.
- Take advantage of Burke's experienced lawyers who are efficient in their areas of practice, such as public contracting and environmental law.
- Use standard forms, adapted for your particular style and preferences, to expedite document review and electronic document drafts.
- Limit written memoranda to cases where they are requested.
- Avoid litigation when possible and when it is not, develop a strategy for the entire case at the outset, in consultation with the Board and applicable staff.
- Respond promptly and work together to avoid unnecessarily rushed jobs, knowing that some are inevitable.
- Offer realistic, pragmatic advice, including alternatives and related risk/benefit analyses when appropriate, and where possible, make affirmative recommendations or try to describe the factors that would favor one alternative over another.

To the extent that workflow or other questions arise, Elizabeth will promptly address them to ensure that we provide the best service possible within the District's budget and consistent with your organizational goals and applicable law.

While we will readily conform our style to the District's desires and needs, our preferred style of working with the General Manager and other staff members is collaborative, as partially described above. We use our time with them to understand what their challenges are and to provide explanations as well as direction and answers. We try to keep abreast of their workloads and assignments, and to provide them with the necessary legal tools, as well as advice, in exchange.

We consider it vital that our clients understand that we do not make policy choices, and instead reserve that to the Board of Directors and staff. We enjoy vigorous discussions when appropriate. Once a decision is made to pursue a particular path, we work hard to reach the desired end. When applicable laws might restrict one proposed path of achieving a certain policy goal, we endeavor to find creative, legally valid alternative paths to achieve the desired goal.

We believe that our job is to make the rules and legal options as clear as possible so that the elected and appointed officials are empowered to represent the people who chose them. The District's Board and residents establish policy and decide what they wish their government to do; it is our job to work with the Board and staff to find ways to accomplish these goals. On

occasion, it is our job to advise that a goal is not attainable or that it conflicts with state or federal constitutional or statutory limits on governmental powers.

We appreciate having the opportunity to respond to questions from individual Board members outside of meetings as well as at meetings. We try to avoid surprising the Board with our legal advice, and when possible we prefer to have advance notice of issues that may arise, so that our advice will be based on a complete understanding of relevant facts.

Our style at meetings varies with the preferences of the President and Board members. We can sit quietly until called upon (or until a possible problem emerges, such as a Brown Act violation, that requires intervention to protect the District), or signal the President that we have something to say that may be useful, depending upon your preference.

Burke expressly agrees to meet or exceed the scope of work for General Counsel services described in VID's RFP.

Availability

Burke is ready, available, capable and excited to provide General Counsel services to VID. Our hope and expectation is that Burke as a firm and Elizabeth and her team will continue representing the public agency clients that it currently represents. We carefully selected this team because outstanding commitments will not get in the way of providing exemplary service to VID. In addition, we are able to add more staff or shift staff as work for any given client may fluctuate from time to time. As General Counsel, Elizabeth Mitchell will be available to serve VID's needs now and in the future. Her only consistent unavailability is the third Tuesday of every month in the evening when she covers another public meeting.

REFERENCES

We are proud of our service record with our clients. We encourage you to contact the existing client references listed below about the merits of Burke, its personnel, and its services.

Client Name and Address	Contact Tel Email
Ramona Municipal Water District Dudek 605 Third St. Encinitas, California 92024	Michael Metts, P.E., Contract District Engineer 619.417.6304 (mobile) mmetts@dudek.com
City of Solana Beach 635 S Highway 101 Solana Beach, CA 92075	Gregory Wade, City Manager 858.720.2431 (office) gwade@cosb.org

Client Name and Address	Contact Tel Email
City of Coronado 1825 Strand Way Coronado, CA 92118	Dominique Albrecht, Assistant City Manager 619.522.7305 (office) dalbrecht@coronado.ca.us
Wynola Water District P.O. Box 193 Santa Ysabel, CA 92070	Tim Taschler, former President and former office manager 760.315.6300 (work) tim.taschler@gmail.com
City of Hemet 445 East Florida Avenue Hemet, CA 92543	Linda Krupa, City Council Member 951.765.2300 lkrupa@cityofhemet.org
City of Rialto 150 South Palm Avenue Rialto, CA 92376	Thomas Crowley, Utilities Manager 909.341.3036 tcrowley@rialtoca.gov

OTHER

Draft Legal Services Agreement

Burke has the ability to meet the requirements of the draft Agreement for Legal Services attached to the District's RFP.

Actions Against the Firm

Burke has not had any regulatory action, tax liens or legal sanctions taken against it.

FEES

We believe that the rates quoted below are reasonable and competitive.

Hourly Rates

Staffing	Hourly Rate
Partners/Associates (general blended rate)	\$240
Partners/Associates (litigation blended rate)	\$290
Paralegals (if needed for litigation)	\$145

Adjustments

The rates for legal services quoted in this proposal will remain in effect for the first two years of the contract. Thereafter, unless otherwise negotiated, rates may be adjusted based on a standard annual adjustment upon consultation with the General Manager and approved by the Board as part of the Board's standard budget adoption process, equal to the greater of the average Consumer Price Index for the previous four quarters or any across the board salary increase granted to represented management personnel within the District.

Reimbursements

We routinely charge our clients for our direct out-of-pocket expenses and costs incurred in performing the services. These costs and expenses commonly include such items as reproduction of documents, facsimile, mileage reimbursement for travel at the IRS approved rate, and other costs reasonably and necessarily incurred in performing services for the District. We do not charge a service fee or overhead for cost reimbursement items. We also do not charge for computer or word processing time. Reimbursement amounts may be adjusted annually.

Expense	Rate
In-house reproduction charges	
black and white	20¢ per page
color	\$1 per page
Mileage	56¢ per mile (or current IRS rate)
Facsimile	\$1 per page
All other costs reasonably and necessarily incurred in performing services for the District	at cost

Billing Format and Procedure

Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments of 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys, the time actually spent on the work item, and the billing rate of the attorney, except that travel time to the District will only be billed one-way. Bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

CONFLICTS OF INTEREST

Before representation is undertaken by the firm for each new client and each additional matter for an existing client, the responsible partner must perform a conflict check and obtain the approval of the Managing Partner. The conflict check consists of a search through Burke's

computerized database of billing records, client matter lists, and related names/parties to identify potential conflicts. This database is regularly and routinely updated. The responsible partner is provided with the results of this search and must then review and follow up on each potential conflict listed to determine whether a conflict has arisen under the Rules of Professional Conduct and under any special conflict rules imposed by the client. The matter is then discussed with and approved by the Managing Partner.

If a conflict of interest situation is identified involving Burke clients, Burke will notify and/or seek a waiver from the clients as required under the California Rules of Professional Conduct. If requested, Burke will assist the client in obtaining different counsel for the matter.

We are pleased to note that our search of our database for the Vista Irrigation District resulted in no known conflicts of interest and no known matters of potential conflict of interest in the last year where the firm represented an entity or individual with an interest adverse to the District, its Board or its General Manager. If the District can provide a list of its 87 employees and the boards, agencies, commissions, and organizations to which the District belongs other than those listed on VID's website at <https://www.vidwater.org/outside-organizations>, we can expand our search of matters in the last year. Burke has from time to time represented the County of San Diego, the City of Vista and the City of San Marcos as special counsel, but not on any matters with known adverse interests to VID within the last year.

CONCLUSION

Burke has the experience, dedication, and resources to serve the District's needs ethically, efficiently, and cost-effectively. We will be happy to provide you with any additional information you require about our firm and welcome the opportunity to meet face-to-face to discuss Burke's capabilities and readiness to represent the Vista Irrigation District. We appreciate your consideration of our proposal.

Excerpt from the District's Rules and Regulations

1.5.5 Terms of Office; Election of Officers; Board Committees

B. Election of Officers

The Board shall appoint, by majority vote, at its pleasure, a General Manager, Secretary, Treasurer, Attorney, and Auditor and shall define their duties and fix their compensation. The Board may also appoint an Assistant Secretary and Deputy or Assistant Treasurer(s), who will also serve at the pleasure of the Board.

TYPE OR PRINT →	Mitchell, Elizabeth A.		General Counsel	1-28-22
	NAME (LAST, FIRST, MIDDLE INITIAL)	EMPLOYEE ID	DEPARTMENT	DATE
OATH OR AFFIRMATION OF ALLEGIANCE AND AFFIDAVIT OF CITIZENSHIP				

I, Elizabeth A. Mitchell, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

I further declare that I am: (check one)

- 1 a citizen of the United States of America
- 2 not a citizen of the United States of America

SIGNATURE Elizabeth A. Mitchell

Subscribed and sworn to before me this 28th day of January 2022
MONTH YEAR

BY Ramona Opliv
DEPUTY

Oath Prescribed by Section 3 of Article XX of the Constitution of the State of California
AUD-13 (1/05)

General Manager's Board Notes

January 19, 2022 Board Meeting



WATER RATES AND TIERED WATER RATE STRUCTURE

Following a public hearing, the Board adopted a resolution revising the Rules and Regulations of Vista Irrigation District to incorporate increases to water rates and service charge, approving the pass through of San Diego County Water Authority costs and annual inflationary adjustments for the next five years and modifications to the tiered water rate structure allotments.

RESOLUTION HONORING PAST PRESIDENT PATRICK H. SANCHEZ

The Board adopted a resolution honoring the District's 2021 past president, Patrick H. Sanchez.



CONSENT CALENDAR

Agreement with Burke, Williams & Sorensen, LLP for General Counsel Services

The Board authorized me to execute an agreement with Burke, Williams & Sorensen, LLP to provide legal services as General Counsel for the District.

Valve operating system

The Board approved the purchase of E.H. Wachs automated valve operating system in the amount of \$77,723.50.

Acknowledgement of easements

The Board acknowledged existing easements via Parcel Map for a multi-family development known as Silverado Townhomes, consisting of 62 attached condominium units on approximately 4.9 gross acres owned by KB Home Coastal, Inc., located at 425 Smilax Road, Vista.

Minutes

The Board approved the minutes of the January 5, 2022 Board meeting as presented.

Disbursements

Checks in the amount of \$501,987.02 were approved.

NEXT BOARD MEETING
February 2, 2022 at 9:00 AM

CONTRACT CHECKLIST

Name of Contractor: Burke, Williams + Sorensen, LLP New Vendor?: Y or N W-9?: Y or N
 Description of Contract: Legal Services Amount of Contract: NA - \$240/hr.
 Name of Project Manager: Brett Hodgkiss
 Division/Department: General Manager Completion/Expiration Date: 6/30/24, two one-year optional renewals
 Job Order #: _____ PO#: _____ Budget Acct. #: 700-7722
 Insurance Renewal Dates: Liab. _____ Auto _____ WC _____ Other 210-7722

Professional Non-Professional Construction Engineering Lease

ACTION	RESPONSIBLE PARTY	INI.	DATE
Prepare standard agreement (notify Purchasing)	Project Manager	BH	1/10/22
Name of selected contractor, fees & schedules incorporated into contract	Project Manager	BH	1/10/22
Scope of work/specifications attached	Project Manager	BH	1/10/22
Draft contract with attached RFQ/RFP	Project Manager	NA	
Contract reviewed and approved by Division Head <i>Division Head Initial:</i>	Project Manager	BH	1/10/22
Appropriate standard agreement utilized	Purchasing Agent	Cmm	1/10/22
Insurance requirements identified and incorporated	Purchasing Agent	Cmm	1/10/22
Changes to standard contract reviewed and approved by General Manager	Purchasing Agent		
Contract provisions reviewed by General Counsel (construction contracts over \$60,000*)	Purchasing Agent		
Contract originals (2) sent to contractor for signature	Purchasing Agent	Cmm	1/26/22 ^{via DecSign}
Insurance documents submitted & verified	Purchasing Agent	Cmm	1/25/22
Admitted status/financial rating verified for surety insurance carrier-payment, performance and bid bonds (construction contracts only)	Purchasing Agent	Cmm	1/25/22
Contract information submitted for semi-annual Board report; complete "Request For Contract Approval" form (<\$60,000)	Executive Secretary	NA	
Staff Report/contract approval by Board (>\$60,000)	Project Manager	BH	1/19/22
Contract originals (2) signed by General Manager	Purchasing Agent	Cmm	1/26/22
Contract originals (2) signed by General Counsel (construction contracts over \$60,000)	Purchasing Agent		
Purchase Order/Contract No. assigned in Tyler System	Purchasing Agent	NA	
DIR Completed	Purchasing Agent	NA	
2 nd original sent to contractor / Copy to Project Manager	Purchasing Agent	Cmm	1/26/22
Scan Contract	Admin Assistant		
Original Contract Filed	Admin Assistant		



*General Counsel review may also be required for contracts that contain unusual circumstances and provisions, e.g. insurance waivers/modifications, hazardous materials, highly technical supplies and services, etc. JPIA review may also be appropriate under certain circumstances. If in doubt, please consult with the Purchasing Agent and/or Assistant General Manager.



Agenda Item: 12

STAFF REPORT

Board Meeting Date: May 1, 2024
Prepared By: Brett Hodgkiss

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.



STAFF REPORT

Agenda Item: 13.A

Board Meeting Date:	May 1, 2024
Prepared By:	Ramae Ogilvie
Approved By:	Brett Hodgkiss

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: May 1, 2024
Prepared By: Ramea Ogilvie
Approved By: Brett Hodgkiss

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.

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1 *	Vista Chamber Government Affairs <i>May 2, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	
2	Hoover Dam Tour (MWD) <i>May 2-4, 2024; Registration deadline: TBD</i>	
3	ACWA Spring Conference <i>May 7-9, 2024; Sacramento</i> <i>On-line Registration deadline: Closed; Cancellation deadline: April 19, 2024</i>	MacKenzie (R, H, A) Sanchez (R, H, A)
4 *	CSDA Quarterly Meeting <i>May 16, 2024; 6:00 p.m.; The Butcher Shop, Kearny Mesa</i> <i>Reservation deadline: TBD</i>	
5 *	Vista Historical Society Annual Meeting and Hall of Fame Induction <i>May 18, 2024; Shadowridge Country Club</i> <i>Reservation deadline: May 3, 2024</i>	Kuchinsky (R) MacKenzie (R) Vasquez (R)
6	Special Districts Legislative Days (CSDA) <i>May 21-22, 2024; Sheraton Grand Sacramento Hotel; Sacramento</i> <i>Early Registration deadline: Closed; Cancellation deadline, April 24, 2024</i>	MacKenzie (R, H)
7 *	Vista Chamber Government Affairs <i>Jun. 6, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
8	Diamond Valley Lake Tour (MWD, Hosted by Director Miller) <i>Jun. 7, 2024; Diamond Valley Lake (1-day tour)</i> <i>Registration deadline: TBD</i>	Kuchinsky (R) MacKenzie (R)
9 *	Vista Chamber Government Affairs <i>Jul. 4, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
10	Southern California Water Coalition Quarterly Meeting <i>Jul. 29, 2024; Noon-2:00 p.m.; Downey, CA</i> <i>Registration deadline: None</i>	
11 *	Vista Chamber Government Affairs <i>Aug. 1, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
12 *	CSDA Quarterly Meeting <i>August 15, 2024; 6:00 p.m.; The Butcher Shop, Kearny Mesa</i> <i>Reservation deadline: TBD</i>	
13	Urban Water Institute Annual Conference <i>Aug. 21-23, 2024; San Diego, CA</i> <i>Registration deadline: TBD</i>	
14 *	Vista Chamber Government Affairs <i>Sept. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
15	CSDA Annual Conference <i>Sept. 9-12, 2024; Indian Wells</i> <i>Early Registration deadline: August 21, 2024; Cancellation deadline: August 21, 2024</i>	MacKenzie (R) Sanchez (R)
16 *	Vista Chamber Government Affairs <i>Oct. 3, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
17	Western Groundwater Congress: A Sustainable Adventure (Groundwater Resources Association of California) <i>Oct. 7-9, 2024; Tahoe</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
18 *	Vista Chamber Government Affairs <i>Nov. 7, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
19	ACWA Fall Conference <i>Dec. 3-5, 2024; Palm Desert</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
20 *	Vista Chamber Government Affairs <i>Dec. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
21	Colorado River Water Users Association Conference <i>Dec. 4-6, 2024; Paris Hotel, Las Vegas</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	Miller

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

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

R=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative; ◇=Attendee to Self-Register



STAFF REPORT

Board Meeting Date: May 1, 2024
Prepared By: Brett Hodgkiss

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:

- Lake Henshaw/Warner Ranch Inspection Tour itinerary (May)
- Fiscal Year 2025 Budget (June)
- Alta Vista Botanical Gardens 25th Anniversary resolution (June)
- Lake Appreciation Month (July)
- Communication and Engagement Plan



Agenda Item: 15

STAFF REPORT

Board Meeting Date: May 1, 2024
Prepared By: Ranae Ogilvie

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: May 1, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL COUNSEL

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



STAFF REPORT

Agenda Item: 17

Board Meeting Date:

May 1, 2024

Prepared By:

Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

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