# AGENDA FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT WEDNESDAY, OCTOBER 4, 2017, AT 5:00 P.M. AT THE DISTRICT OFFICE 201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

CALL TO ORDER - PRESIDENT ELITHARP

PLEDGE OF ALLEGIANCE

ROLL CALL

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 which severely imperils public health, safety, or both. Also, items which arise after the posting of the Agenda may be added by a two-thirds vote of the Board of Directors.

ADOPT AGENDA FOR THE REGULAR MEETING OF OCTOBER 4, 2017

#### **PUBLIC COMMENT**

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until the matter is placed on a future agenda in accordance with Board policy. Public comments are limited to three minutes. A Request to Speak form is required to be submitted to the Executive Secretary prior to the start of the meeting, if possible. Public comment should start by stating name, address and topic. The Board is not permitted during this time to enter into a dialogue with the speaker.

#### NOTICE TO THE PUBLIC

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case it will be considered separately under Action Items.

#### CONSENT CALENDAR

- 1.1 APPROVAL OF MINUTES (pp. 4-8)
  - A. REGULAR BOARD MEETING SEPTEMBER 20, 2017

Approved minutes become a permanent public record of the District.

Recommendation: Approve Minutes

1.2 WARRANT LIST THROUGH OCTOBER 4, 2017 – \$3,921,948.73 (pp. 9-10)

Recommendation: Approve Warrant List

#### \*\*\*\*\*END OF CONSENT CALENDAR\*\*\*\*\*

#### <u>ACTION ITEMS</u>

2.1 ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR WATER SERVICE RATE INCREASE (pp. 11-14)

A Public Hearing was noticed and held at the Vallecitos Water District in accordance with Proposition 218 on Wednesday, September 20, 2017.

Recommendation: Adopt Ordinance

2.2 RECLASSIFY VACANT SENIOR ELECTRICAL/INSTRUMENTATION TECHNICIAN POSITION TO CONTROL SYSTEMS TECHNICIAN (pp. 15-27)

As positions become vacant, staff reviews the position to determine the need to fill or reclassify the position.

Recommendation: 1) Approve position reclassification; 2) Adopt pay schedule

2.3 PROFESSIONAL SERVICES AGREEMENT FOR OUTSIDE SERVICES TO PROVIDE EXTERNAL INFORMATION TECHNOLOGY MANAGEMENT (pp. 28-44)

The IT Supervisor position is vacant following the recent retirement of the supervisor.

Recommendation: Approve Professional Services Agreement

#### \*\*\*\*\*END OF ACTION ITEMS\*\*\*\*\*

#### **REPORTS**

- 3.1 GENERAL MANAGER
- 3.2 DISTRICT LEGAL COUNSEL
- 3.3 SAN DIEGO COUNTY WATER AUTHORITY
- 3.4 ENCINA WASTEWATER AUTHORITY
  - Capital Improvement Committee
  - Policy and Finance Committee
- 3.5 STANDING COMMITTEES

3.6	DIRECTORS ATTENDED	REPORTS	ON	MEETINGS/CONFERENCES/SEMINARS
****E	ND OF REPORT	S****		
		<u>01</u>	HER B	<u>USINESS</u>
4.1	MEETINGS			
****E	ND OF OTHER I	BUSINESS****	*	
5.1	DIRECTORS C	OMMENTS/FU	JTURE .	AGENDA ITEMS
****E	ND OF DIRECTO	ORS COMMEN	NTS/FU	TURE AGENDA ITEMS****
6.1	ADJOURNMEN	Т		
**** <b>E</b>	ND OF AGENDA	<b>/</b> ****		
partici		ting, please cal	I the Ex	e accommodation in order to enable you to recutive Secretary at 760.744.0460 ext. 264
	and video reco t website <u>www.v</u>		Board m	neetings are available to the public at the
		<u>AFFIC</u>	AVIT C	OF POSTING
cause	d the posting of	this Agenda in	the ou	/allecitos Water District, hereby certify that I tside display case at the District office, 201 5:30 p.m., Thursday, September 28, 2017.

Diane Posvar

#### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT WEDNESDAY, SEPTEMBER 20, 2017, AT 5:00 PM AT THE DISTRICT OFFICE, 201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

President Elitharp called the Regular meeting to order at the hour of 5:00 p.m.

Director Sannella led the pledge of allegiance.

Present: **Director Elitharp** 

> Director Evans Director Hernandez Director Martin Director Sannella

Staff Present: General Manager Pruim

Assistant General Manager Scaglione

Legal Counsel Scott

Administrative Services Manager Emmanuel Operations & Maintenance Manager Pedrazzi **Development Services Senior Engineer Scholl** 

Accounting Supervisor Owen Financial Analyst Arthur **Executive Secretary Posvar** 

#### ADOPT AGENDA FOR THE REGULAR MEETING OF SEPTEMBER 20, 2017

17-09-08 MOTION WAS MADE by Director Evans, seconded by Director Hernandez, and

carried unanimously, to adopt the agenda for the Regular Board Meeting of

September 20, 2017.

#### PUBLIC COMMENT

None.

#### CONSENT CALENDAR

17-09-09 MOTION WAS MADE by Director Sannella, seconded by Director Evans, and carried unanimously, to approve the Consent Calendar as presented.

#### 1.1 Approval of Minutes

- Finance/Investment Committee Meeting August 30, 2017 Α.
- Closed Session Board Meeting September 6, 2017 B.
- Regular Board Meeting September 6, 2017 C.
- Engineering/Equipment Committee Meeting September 11, 2017 D.

4

- 1.2 Warrant List through September 20, 2017 \$1,781,314.29
- 1.3 Financial Reports
  - A. Water Meter Count August 31, 2017
  - B. Water Production/Sales Report 2017/2018
  - C. Water Revenue and Expense Report August 31, 2017
  - D. Sewer Revenue and Expense Report August 31, 2017
  - E. Reserve Funds Activity August 31, 2017
  - F. Investment Report August 31, 2017
- 1.4 Final Acceptance of Water and Sewer Improvements for Lazovic 4-Lot Subdivision, APN's 220-261-66, 67, 68 & 69 (Lazovic/Bujosevic)
- 1.5 Final Acceptance of Sewer Improvements for North City East Sewer Replacement, APN's 221-100-20, 30, 55, 67, 68, 220-201-01, 02, 03, 04, 05 & 06 (Urban Villages San Marcos, LLC)

#### **PUBLIC HEARING**

# <u>PUBLIC HEARING TO CONSIDER WATER AND WASTEWATER SERVICE RATE CHANGES</u>

President Elitharp opened the hearing as duly noted and posted to consider water and wastewater service rate changes. The hearing was opened at 5:02 p.m.

General Manager Pruim stated the purpose of the hearing was to allow the public to provide input to the Board of Directors with respect to the proposed rate changes for calendar years 2018 and 2019. As required by Proposition 218, a Notice of Public Hearing was mailed to all customers in the District's service area on July 24, 2017. The proposed rate changes in the Proposition 218 Notice were based on a Cost of Service and Rate Structure Study (COSARSS) approved by the Board on June 7, 2017. No changes to wastewater rates were recommended. Written protest from a majority of effected customers is required to stop the proposed rate changes from going into effect. The District received a total of 28 protest letters of which copies were provided to the Board.

Assistant General Manager Scaglione provided a presentation on the Proposition 218 process as follows:

- Proposed Rates
  - Impact to Average Customer
  - Ready-to-Serve Charge
  - Total Rate Impact at Varying Use Levels
  - Comparison of VWD's Proposed Rates to Other Water Districts in San Diego County

- What drives water rate increases
- What has been done to reduce costs
- Impacts to Reserves and Financial Performance
- Rate Protest Comments
- Cost of Service and Rate Structure Study Process

Staff recommended the Board adopt the proposed rate changes.

General discussion took place during which further explanation of the Tier 3 rate increases was provided. General Manager Pruim stated a rate calculator is available on the District's website and staff is available to help customers understand the effects of the rate increases for their individual situation. Free water audits are available to customers as well to assist them with lowering their water usage and cost.

Four members of the public addressed the Board expressing their personal concerns including the proposed rate increases for Tier 3, inability to afford the increases, zoning issues, fire protection, residential and agricultural rates for small farms, growing of marijuana, desalinated water, and Consumer Price Index and average hourly earnings increases as compared to the proposed rate increases.

There being no other persons wishing to address the Board, President Elitharp closed the hearing at 5:56 p.m.

17-09-10 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, to adopt the rates and charges contained in the Proposition 218 Notice.

#### **ACTION ITEMS**

None.

#### **REPORTS**

#### GENERAL MANAGER

General Manager Pruim reported the following:

- An ordinance finalizing the approved rate increases will be brought back to the Board at the next Regular Board meeting.
- The District's financial auditing firm will be on site next week to complete their final field work before preparing their final report.
- Work has begun to repair roofs on District buildings at this site.
- Preparations have been made to prepare for the fire season including creating fire breaks and checking sprinkler systems.

- In an effort to achieve more efficiency, the District will be entering into an agreement with InfoSend, a firm that already handles the printing and mailing of customer bills, to assist in delivering 48-hour disconnection notices.
- Several bills regarding water use efficiency have been proposed. The bills, containing unfavorable language to the District, were not voted on during the last legislative session, but may be considered in the next session in January 2018.

#### DISTRICT LEGAL COUNSEL

Legal Counsel Scott stated Governor Brown is considering AB 746 which would require water districts to perform lead testing for school district properties to identify any problems. The key issue of the bill is who is responsible for taking care of any problems that are discovered.

General discussion took place regarding the District's lead testing program.

#### SAN DIEGO COUNTY WATER AUTHORITY

Director Evans commented on bills AB 1668 and SB 606, which pertain to long-term water use efficiency, and SB 5, the parks, resources and water bond, which has been passed. The bill provides funds for the Salton Sea restoration. The Public Goods Tax has been set aside for two years.

Director Evans stated the vote on the California Water Fix is scheduled for September 26.

#### **ENCINA WASTEWATER AUTHORITY**

Director Hernandez reported on his attendance to the Capital Improvement Committee meeting this morning at which an engineering contract was approved to review the repair of one of EWA's aging major pipelines.

Director Elitharp reported on his attendance to the Policy and Finance Committee on September 12 at which the Committee reviewed the report on compensation and reimbursements for fiscal year 2017, and the local preference policy for competitive bid procurement.

#### STANDING COMMITTEES

Director Hernandez stated the Engineering/Equipment Committee met on September 11 to discuss the men's locker room project, solar Request for Proposal (RFP), groundwater RFP, Master Plan update and possible freeway sewer update. The Committee will meet again on October 9.

#### DIRECTORS REPORTS ON TRAVEL/CONFERENCES/SEMINARS ATTENDED

Directors Elitharp, Hernandez, Martin and Evans reported on their attendance to the Council of Water Utilities (COWU) meeting on September 19.

Director Hernandez reported on his attendance to the Water Education Foundation Headwaters Tour on September 13-14.

#### **OTHER BUSINESS**

None.

#### **DIRECTORS COMMENTS/FUTURE AGENDA ITEMS**

The Board commended staff's efforts concerning the very difficult process of raising rates and for the well-coordinated and detailed budget process.

Director Hernandez commented on incorrect information that is being circulated regarding the lack of schools, new development growth and water supplies.

Director Martin commended former Finance Manger Fusco for his efforts as well.

#### **ADJOURNMENT**

There being no further business to discuss, President Elitharp adjourned the Regular Meeting of the Board of Directors at the hour of 6:43 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, October 4, 2017, at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Craig Elitharp, President
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruim, Secretary
Board of Directors

Vallecitos Water District

#### VALLECITOS WATER DISTRICT WARRANTS LIST October 4, 2017

PAYEE	DESCRIPTION	CHECK#	AMOUNT
CHECKS		444000	
Garnishments	Payroll Garnishments 111907 through	111909	-
ACWA/Joint Powers Insurance	Group Insurance Oct	111910 111911	189,634.32 97.28
Airgas USA LLC Universal Protection Service LP	Cylinder Rental Weekly Deposit Svc Apr	111911	59.36
Aloha Printing	Window Envelopes 10K	111912	759.92
Ann Johnson	People Skills Course 7-17-17	111913	53.82
Richard Arballo	AWWA Lab Analyst Workshop 9-18-17	111915	12.43
Arthur A. Brown Plumbing	Replaced Hot Water Pump - Bldg A	111916	950.00
AT&T	Phone Svc Aug	111917	2,996.85
AT&T	SCADA Phone Svc Sept	111918	244.04
B & C Crane Service Inc	Crane Rental MRF	111919	435.00
Corodata Media Storage Inc	Back Up Storage Tape Aug	111920	171.64
Council of Water Utilities	Meeting 9-19-17, Elitharp, Evans, Hernandez, Martin, Sannella, Pruim, Scaglione	111921	200.00
Craig Elitharp	COWU Meeting 9-19-17	111922	16.52
David Saavedra	CWEA Membership Renewal	111923	83.00
Diamond Environmental Services	Pumping Svc Collection Dept & Portable Restroom Mahr	111924	2,141.44
DirecTV Inc	Satellite Svc Sept	111925	161.23
Doane & Hartwig Water Systems Inc	Chlorine Analyzer Prj 20171-17	111926	1,200.00
Doane & Hartwig Water Systems Inc	Quarterly Chlorine Detector Calibration	111927	571.00
Steven F Albrecht	Supervisor Coaching Aug & Sept	111928	750.00
Elizabeth Judd	Claim Settlement	111929	990.00
Emcor Service	Leak Repair - Chiller Plant, HVAC Preventative Maintenance	111930	2,301.22
Betty Evans	COWU Meeting 8-15-17, CASA Conference 8-22-17	111931	165.29
Ewing Irrigation Products	PVC Supplies	111932	135.07
Goldfield Stage Harris	Transportation For Water Tour 10-19-17 Upgrade FMS - Live & Test	111933 111934	695.95 740.00
Infosend Inc	Support Fee, Postage & Printing Aug	111934	8,683.09
JCI Jones Chemicals Inc	Chlorine	111936	5,833.05
Kennedy/Jenks Consultants	San Marcos Interceptor Prj 71004	111937	1,877.50
Liebert Cassidy Whitmore	Grievance Webinar - HR	111938	70.00
Lloyd Pest Control	Pest Control Aug	111939	719.00
Tobias Luna	AWWA Lab Analyst Workshop 9-18-17	111940	12.43
Manpower Temp Services	Customer Service Rep Week Ending 6-18-17	111941	657.23
Matheson Tri-Gas Inc	Cylinder Rental	111942	50.54
Morton Salt, Inc.	Industrial Salt Twin Oaks Reservoir & MRF	111943	6,886.54
Northern Tool & Equipment Co Inc	Mower- Twin Oaks Reservoir & Easement Clearing	111944	1,997.66
Occu Med Ltd	Medical Svcs	111945	384.50
One Way Solutions LLC	Plastic Pallets 50	111946	3,209.50
Ostari Inc	IT Support Aug	111947	7,237.50
Pencco, Inc.	Trioxyn, Sulfend RT	111948	23,970.17
Plumbers Depot Inc	Smart Covers 2 - To Replace Target 1 Flow Sensors	111949	10,807.38
Recycled Aggregate Materials Co Inc	Concrete Recycling	111950	225.00
Air Quality Compliance Solutions, Inc.	Fuel Island Maintenance Sept	111951	175.00
Rusty Wallis Inc	Soft Water Tank Svc Sept	111952	225.00
SDG&E Scada Integrations	Power Aug SCADA Programming LS 1	111953 111954	106,870.42 375.00
Shred-It US JV LLC	Shredding Svcs Aug & Sept	111955	153.23
Marc Smith	Math Review Course 8-28-17	111956	168.11
Southern Counties Lubricants, LLC	Diesel Fuel	111957	5,019.15
Staples Advantage	Office Supplies	111958	387.51
Talley Communications	Antenna Mast - Coronado Tank	111959	221.15
Target1 Instruments LLC	Flow Meter Replacement Prj 20171-230	111960	9,995.00
Total Resource Mgt Inc	Maximo Rules Manager Support 17-18	111961	9,196.00
Traffic Safety Solutions LLC	Traffic Control - For Sewer Line Maintenance	111962	1,600.00
Traffic Supply Inc	Plastic Barricades 20	111963	859.75
Umetech, Inc.	IT Support Aug	111964	118.75
Union-Tribune Publishing Co.	Advertising Svcs - Legal Notice	111965	105.50
Univar USA Inc	Sodium Bisulfite, Caustic Soda	111966	4,609.93
UPS	Shipping Svcs Aug	111967	81.08
Westley Owen	CPE Depot Self Study & Ethics Membership	111968	178.00
Work Partners	Medical Svcs	111969	65.00
Action Mail	Fall Splash Mailing Prj 20181-43	111970	1,233.32
	J	Item 1.2	<u> </u>

#### VALLECITOS WATER DISTRICT WARRANTS LIST October 4, 2017

PAYEE	DESCRIPTION	CHECK#	AMOUNT
Adobe Lock & Safe	Lock Install & Supplies	111971	117.33
Allies Party Rental	San Marcos Street Fair Prj 20181-503	111972	426.09
J.C. Ehrlich Co Inc	Plant Maintenance Sept	111973	263.00
CA Dept Of Forestry/Fire Protection	Crew Work Aug	111974	3,426.00
CCI	Water Treatment Sept	111975	220.00
Deer Springs Fire Protection District	Property Taxes 17-18	111976	490.80
Doug's Filter Service Inc	Hardware Supplies	111977	193.95
Electrical Sales Inc	Sensors 2 For MRF Tipping Weir, Motor For Chemical Mixer MRF	111978	1,387.17
Elogger Inc.	Elogger Maintenance & Support 17-18	111979	8,179.66
Esri Inc	GIS Maintenance Renewal 17-18	111980	10,283.63
Grainger Inc	Hand Torch, Rubber Mallet, Duct Tape, Light Bulbs, Hardware Supplies	111981	1,343.11
Ken Grody Ford	Remanufactured Transmission Veh 172	111982	3,794.67
Harrington Industrial	Check Valves 3	111983	508.78
Hawthorne Machinery Co.	Water Truck Rental, Skip Loader Rental, Backhoe Rental, Hydraulic Cylinder Veh 239	111984	15,220.41
Hodge Products Inc	Padlocks 16	111985	405.65
Infinisource	Admin Svcs Aug	111986	80.00
Safety-Kleen Systems Inc	Parts Washer Rental Sept	111987	246.40
MGM Plastics Inc	Hardware Supplies	111988	185.33
Nacho's Taco Shop	Food - Water Academy Tour 10-19-17	111989	1,338.09
O' Connell Engineering & Construction, Inc	LS1 Wet Well Room Prj 20171-4	111990	99,655.00
Olivenhain MWD	Deposit Furman Group	111991	7,523.67
Olivenhain MWD	Treated Water Aug	111992	86,198.60
One Source Distributors LLC	Controllers 2 - For Flow Meter Stations, Hardware Supplies	111993	2,316.51
Pacific Pipeline Supply	Valve Gate Prj 20161-4, Sample/Test Stations 2, Air Vacs, PVC Supplies	111994	4,048.88
Ryan Herco Products Corp.	Hardware Supplies	111995	88.53
T.S. Industrial Supply	Hardware Supplies	111996	118.91
Unifirst Corporation	Uniform Delivery	111997	1,345.27
Valley Chain & Gear Inc	Mortar Repair Supplies MRF	111998	1,698.90
Varidesk, LLC	Sit/Stand Desks & Monitor Arms 10	111999	3,458.79 316.64
Walters Wholesale Electric	Hardware Supplies	112000	
Total Disbursements (91 Checks)			674,703.14
WIRES			
San Diego County Water Authority	August Water Bill	Wire	2,816,187.21
Public Employees Retirement System	Retirement Contribution - September 27, 2017 Payroll	Wire	67,767.30
Total Wires			2,883,954.51
PAYROLL			
Total direct deposits		Wire	225,957.23
VWD Employee Association		111907	510.00
Garnishments	111908 through	111909	970.14
IRS	Federal payroll tax deposit	Wire	97,423.42
Employment Development Department	California payroll tax deposit	Wire	17,562.99
CalPERS	Deferred compensation withheld	Wire	13,454.78
VOYA	Deferred compensation withheld	Wire	3,918.26
Total September 27, 2017 Payroll Disburs	ements		359,796.82
Total direct deposits		Wire	1,942.70
IRS	Federal payroll tax deposits	Wire	1,308.12
Employment Development Department	California payroll tax deposit	Wire	243.44
Special Payroll Disbursements (i.e., final c	checks, accrual payouts, etc.)		3,494.26
Total Payroll Disbursements			363,291.08
TOTAL DISBURSEMENTS			3,921,948.73

**DATE:** OCTOBER 4, 2017

TO: BOARD OF DIRECTORS

SUBJECT: ORDINANCE ESTABLISHING WATER RATES FOR 2018 AND 2019

#### **BACKGROUND:**

A Public Hearing was noticed and held at the Vallecitos Water District in accordance with Proposition 218 on Wednesday, September 20, 2017. The notice proposed changes to the water rate structure, water commodity rates and ready-to-serve charges based on a Cost of Service and Rate Structure Study approved by the Board on June 7, 2017. The Board of Directors considered written protests in response to the Public Rate Hearing Notice and heard public comment from interested parties.

#### DISCUSSION:

After the public hearing on September 20, 2017, the Board of Directors in a 5-0 vote, approved the proposed rate structure change and rate increases as noted below. An ordinance reflecting the Board action from September 20, 2017, is presented for adoption.

	Ready-to-Serve Charge				Tier Structure in Units						
Meter		Effective	January:	Meter		Cu	rrent		Effect	ive Januai	y 2018
Size	Current	2018	2019	Size	Tier 1	Tier 2	Tier 3	Tier 4	Tier 1	Tier 2	Tier 3
5/8"	31.42	33.25	35.32	<1"	1 - 5	6 - 17	18 - 36	37 +	1-6	7 - 21	22 +
3/4"	36.52	36.52	36.52	1"	1-5	6 - 60	61 - 214	215 +	1 - 16	17 - 78	79 +
1"	55.29	55.29	55.29	1.5"	1 - 5	6 - 157	158 - 627	628 +	1 - 43	44 - 196	197 +
1.5"	110.59	120.63	130.67	2"	1-5	6 - 242	243 - 806	807 +	1 - 85	86 - 335	336 +
2"	178.11	194.35	214.68	>2"	1 - 5	6 - 1133	1134-3970	3,971 +	1 - 430	431-1190	1,191 +
3"	356.22	356.22	356.22	Ag	1 - 5	6 +				1+	
4"	552.94	552.94	552.94	TC = Te	emporary	Constructi	on Meter	1+			1+
6"	1,105.88	1,105.88	1,105.88								
10"	2,549.36	2,549.36	2,549.36		Commo	odity Rate	s per Unit		Unit = 10	0 cubic fee	t, or 748
Multi	18.26	11.18	11.18		Current	CY 2018	CY 2019		gallons, o	of water	
Fire	5.87	5.87	5.87	Tier 1	\$ 3.08	\$ 3.38	\$ 3.66				
TC	204.48	230.91	257.33	Tier 2	4.12	4.43	4.60				
Multi =	Multi = additional living unit on one meter Ti				5.33	8.47	8.87				
Fire = pe	er diameter	inch of fire	service line	Tier 4	7.41						

#### **FISCAL IMPACT:**

The District's adopted fiscal year 2017/18 budget reflects the proposed changes in rates and the water rate structure consistent with the Public Hearing Notice.

#### **RECOMMENDATION:**

Adopt ordinance establishing water commodity rates.

#### ORDINANCE NO.

#### AN ORDINANCE OF THE VALLECITOS WATER DISTRICT REPEALING ORDINANCE NO. 202 AND ESTABLISHING RATES, RULES, AND REGULATIONS FOR WATER SERVICE

BE IT ORDAINED by the Board of Directors of the Vallecitos Water District as follows:

<u>SECTION 1:</u> The Board of Directors finds and determines that the following facts are true and correct:

Section 1.1: The Vallecitos Water District ("District") has the authority to establish water rates and charges for services provided within the District boundaries in accordance with Water Code Section 31024, et seq.

Section 1.2: At least 45 days prior to September 20, 2017, public notice was provided detailing the need for increases and specifying uses of revenues generated from the increase.

Section 1.3: Having heard, reviewed and considered the Cost and Rate Structure Study, approved on June 7, 2017, the staff report and information from interested persons who have had an opportunity to express their views, and being advised of the proposed changes and increases in rates, the Board of Directors voted 5-0 in favor of the proposed increases presented at the September 20, 2017 meeting and finds that it is in the best interests of the District and the customers served to approve the changes in rates contained in this Ordinance.

<u>SECTION 2</u>: In accordance with the California Environmental Quality Act Guidelines Section 15061, the Board of Directors ordains that the water rate fees established by this ordinance are exempt from CEQA for the following reasons:

- 1. The water rates are not a "project" as defined by Guidelines Section 15378;
- 2. The project is exempt in accordance with Guidelines Section 15273(1), 15273(3), and 15274(4); and
- 3. The activity will not have any significant effect upon the environment pursuant to Guidelines Sections 15061(b) (3).

<u>SECTION 3</u>: The Board of Directors of the District orders and directs that the foregoing exemptions and reasons be made a part of the Notice of Exemption and that the Notice of Exemption be filed with the County Clerk of the County of San Diego.

#### SECTION 4. Ready-To-Serve Charge:

Section 4.1: Wholesale Fixed Charges: San Diego County Water Authority (Water Authority) is the wholesale water purveyor. The Water Authority establishes fixed monthly charges and, by District policy, these charges automatically pass through to all customers served by the District in addition to the District retail Ready-to-Serve Charge. Charges may be modified by the wholesale agencies from time to time. Significant variances in wholesale rates may cause these rates to be adjusted to accommodate the pass-through of the actual wholesale rates.

Ordinance No. Page 2

<u>Section 4.2: Ready-To-Serve Charge Rate Schedule:</u>
Monthly Ready-to-Serve (RTS) charges are as follows:

Water Monthly Ready-to-Serve Charges						
	Effective January:					
Meter Size	Size 2018 2019					
5/8"	\$	33.25	\$	35.32		
3/4"		36.52		36.52		
1"		55.29		55.29		
1.5"	1	120.63		130.67		
2"	1	194.35		214.68		
3"	3	356.22		356.22		
4"		552.94		552.94		
6"	1,3	105.88	1,	105.88		
10"	2,5	549.36	2,	549.36		
Multiple Dwelling Unit		11.18		11.18		
Temporary Meters	2	230.91		257.33		
Fire Line per diameter inch		5.87		5.87		

<u>Section 4.3: Additional Living Unit</u>: In addition to the monthly Ready-to-Serve charge based on meter size, on meters that serve more than one dwelling unit, there will be a monthly Multiple Dwelling Unit Charge as noted in the preceding table for each dwelling unit exceeding the first one.

#### SECTION 5: COMMODITY CHARGE:

<u>Section 5.1: Wholesale Commodity Charges</u>: The Water Authority is the wholesale water purveyor, who establishes wholesale commodity charges. By District policy, these charges automatically pass through to all customers served by the District on a per-water-unit consumed basis in addition to the District retail commodity rate. The current wholesale charges may be modified by the wholesale agencies from time to time. Significant modifications in wholesale rates may cause these rates to be adjusted to accommodate the pass-through of the actual wholesale rates.

<u>Section 5.2: Retail Commodity Charge:</u> In addition to the monthly retail Ready-to-Serve Charge, all water delivered through a water meter for all classes of service will be charged retail rates, in addition to the wholesale pass-through.

<u>Section 5.3: Commodity Rate and Tier Schedule:</u> Commodity rates per unit are as follows. One unit equals 748 gallons or 100 cubic feet of water:

Water Commodity Rates per Unit						
Effective January:						
2018 2019						
Tier 1	\$	3.38	\$	3.66		
Tier 2		4.43		4.60		
Tier 3	8.47 8.87					
Tier 4						

Rates include the wholesale cost passed through and may change to reflect the actual cost of water.

Ordinance No. Page 3

Tier ranges in units of use effective January 1, 2018, are as follows:

Water Commodity Tier Structure in Units							
Meter	Effective January 2018						
Size	Tier 1 Tier 2 Tier 3						
<1"	1 - 6	7 - 21	22 +				
1"	1 - 16	17 - 78	79 +				
1.5"	1 - 43	44 - 196	197 +				
2"	1 - 85	86 - 335	336 +				
>2"	1 - 430	431-1,190	1,191 +				
Certified Agricultural 1+							
Temporary	Construct	ion	1+				

Section 5.4: Special Agricultural Water Rate: Agricultural customers that are certified by the Vallecitos Water District as having at least one acre fully planted for commercial use and meeting other requirements, and participate in the Water Authority's Special Agricultural Water Rate program receive a discount in 2018 of \$0.94 on each unit (100 cubic feet) of agricultural water metered. For customers with domestic and agricultural water combined through the same meter, the first 26 units of usage are considered domestic, therefore the \$0.94 discount does not apply to the first 26 units of use. The 2019 discount will be determined when the Water Authority adopts 2019 rates.

<u>SECTION 6:</u> This Ordinance shall become effective upon adoption. This ordinance shall be published one (1) time in an adjudicated newspaper of general circulation within the District within 10 days of adoption.

ALL OTHER ORDINANCES, ARTICLES OR SECTIONS OF ORDINANCES, OR AMENDMENTS IN CONFLICT HEREWITH ARE HEREBY REPEALED.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Vallecitos Water District at a regular meeting held this 4<sup>th</sup> day of October, 2017, by the following roll call vote:

AYES: NOES: ABSTAIN: ABSENT:		
ATTEST:	Craig Elitharp, President Board of Directors Vallecitos Water District	
Glenn Pruim, Secretary Board of Directors Vallecitos Water District		

DATE: OCTOBER 4, 2017

TO: BOARD OF DIRECTORS

SUBJECT: RECLASSIFY VACANT SENIOR ELECTRICAL/INSTRUMENTATION

TECHNICAN POSITION TO CONTROL SYSTEMS TECHNICIAN

#### **BACKGROUND:**

Per the District's Employee Handbook, job descriptions are established for all authorized positions and include a description of work performed. All positions authorized by the Board are included in the annual budget and listed in the salary schedule approved and adopted in accordance with requirements of the California Public Employees' Retirement System. As positions become vacant the District scrutinizes the need to fill them and updates job descriptions as needed. If the duties change significantly, the position may be reclassified.

#### **DISCUSSION:**

A Senior Electrical/Instrumentation Technician position became vacant on July 8, 2017 when the incumbent retired. As shown on the attached organizational chart, the Mechanical/Electrical department has two full-time Electrical/Instrumentation Technicians and other staff assigned to Operations Pump/Motor and Mechanical. The and Maintenance Manager Mechanical/Electrical Supervisor reviewed the needs of the department and determined the Senior Electrical/Instrumentation Technician position could be better utilized by including Supervisory Control and Data Acquisition (SCADA) programming duties in addition to electrical work. Currently, SCADA programming is contracted out and there is a backlog of projects. While not time sensitive, these projects could save the District money in overtime costs.

SCADA programming is a specialized field of work and there is a shortage of qualified companies. No employees have the qualifications to perform the SCADA programming; however, one employee is doing some work with SCADA, similar to what was performed by the former incumbent. In the past, only one company was available locally to do SCADA programming, which greatly impacted the District's ability to get work completed in a timely manner. In March of this year, the District found another local company to help provide SCADA programming, but the District is still very far behind in catching up with programming projects. The next closest company is in Orange County and the commute time impacts productivity and would cost the District more due to travel. Other agencies are having similar difficulties in finding SCADA programming services; some are choosing to establish SCADA programming positions.

In the last 12 months, the District paid almost \$100,000 for 720 hours of programming. If the contractors were available to perform additional work at their current rates of \$125/hour or \$150/hour, programming would cost \$260,000-\$312,000 per year. Reclassifying the Senior Electrical/Instrumentation Technician position to Control Systems Technician and keeping the salary range the same would cost approximately \$115,000 per year with benefits. After the backlog of programming work is completed, the reclassified position would spend at least 75% of the time performing programming and 25% on electrical duties. The remaining electrical work will continue to be distributed among existing staff and augmented with contractors for large capital projects. The Control Systems Technician and the electrical staff will report directly to

the Mechanical/Electrical Supervisor. A draft of the updated job description is attached, along with a resolution to adopt the revised pay schedule.

#### **FISCAL IMPACT:**

Short term savings from not using contractors for SCADA programming. The District may need to re-evaluate staffing levels and contracting opportunities for electrical work in the future.

#### **RECOMMENDATIONS:**

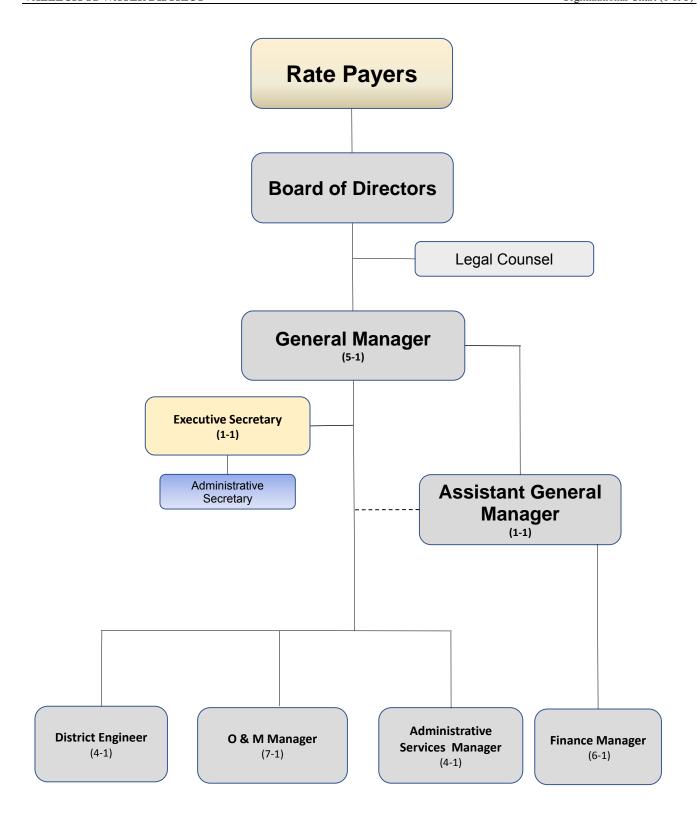
Staff recommends approval of the position reclassification and adoption of the pay schedule.

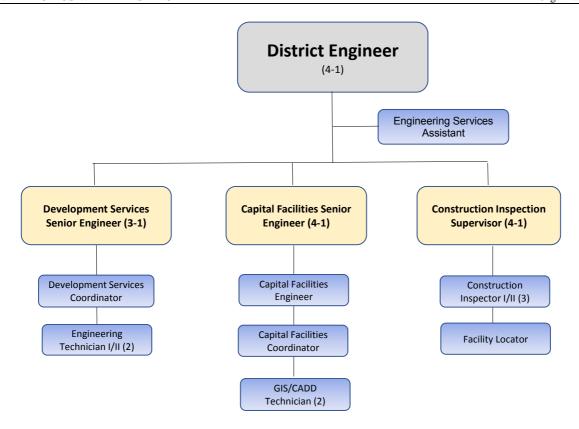
#### **ATTACHMENTS:**

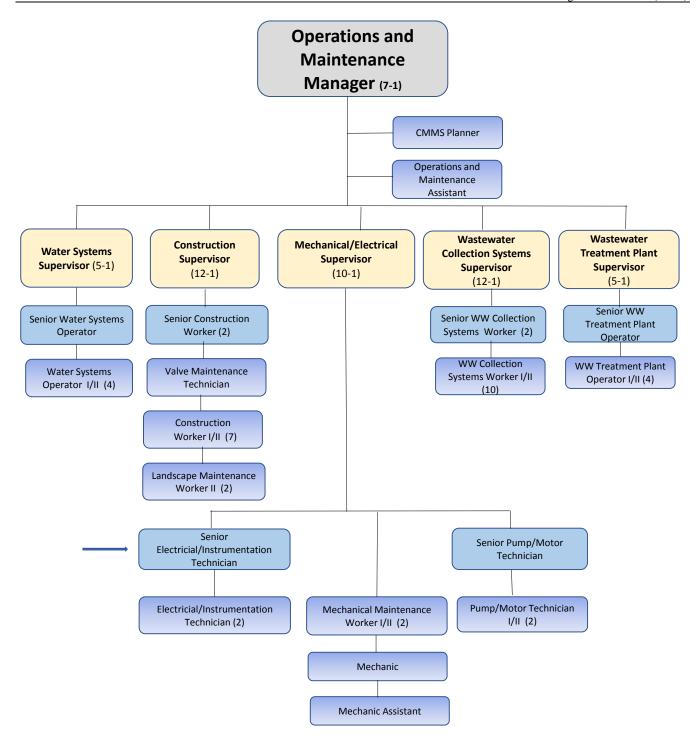
**Organizational Chart** 

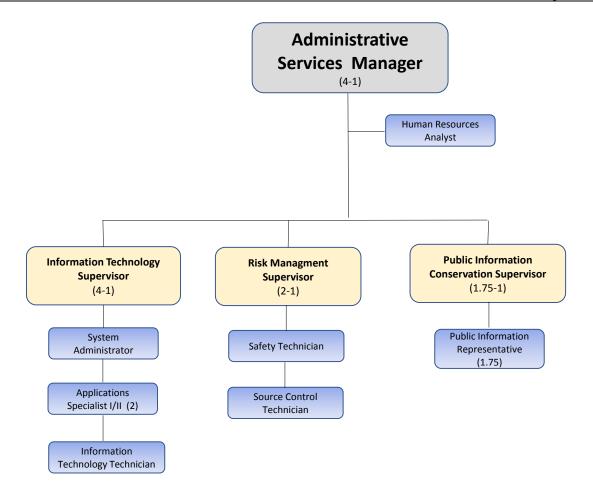
Job Description for Control Systems Technician

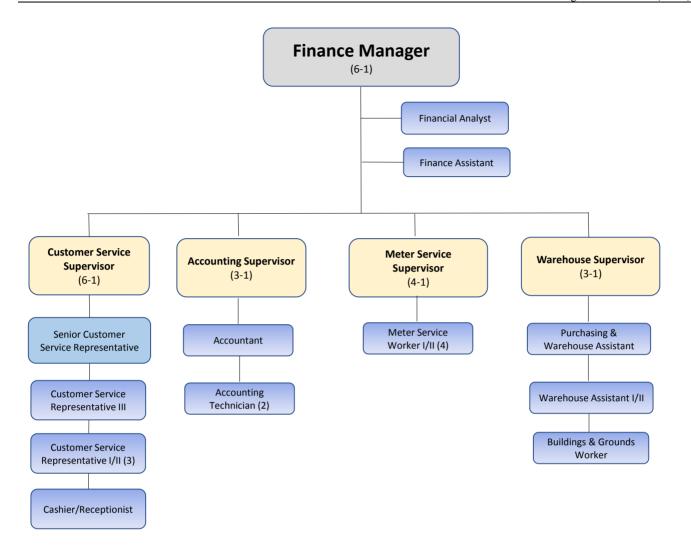
Resolution Adopting District Pay Schedule with Exhibit "A", Vallecitos Water District Personnel Classification and Monthly Pay Schedule











FLSA: Nonexempt Created: October 2017

#### **VALLECITOS WATER DISTRICT**

#### **CONTROL SYSTEMS TECHNICIAN**

#### DEFINITION

Under general supervision, performs complex programming duties on programmable logic controllers (PLC), human machine interfaces (HMI), telemetry, SCADA systems and related networks; performs duties in the installation, modification, calibration, maintenance and repair of a wide variety of electrical, instrumentation and electronic control systems and equipment within the District; performs related duties as required.

#### **CLASS CHARACTERISTICS**

This is a single incumbent, non-supervisory class with primary responsibility for performing complex duties for all aspects of installation, programming, maintenance and repairs of telemetry, communication networks and SCADA systems, including electrical and instrumentation control systems. It is distinguished from the Mechanical/Electrical Supervisor, which oversees all functions of the department.

#### **ESSENTIAL FUNCTIONS**

Essential functions include, but are not limited to, the following:

- Installs, modifies, and supports software-based SCADA control systems and related networks; performs programming duties necessary to the functionality of the SCADA system and components; identifies and implements potential improvements within the software; interacts with other District staff to ensure SCADA system is fully operational and meets District needs;
- Tests, troubleshoots, calibrates, repairs, and performs preventive maintenance on a variety of electrical, electronic, telecommunication and instrumentation systems, components and devices associated with the operation of potable water, wastewater and reclaimed water systems; repairs monitoring and indicating instruments and equipment such as flow, level, pressure sensing devices, PLCs, remote terminal units (RTU), metering control systems, valve actuators, scientific instruments to manufacturers' specifications using operational performance standards and specialized testing equipment; corrects defects in instrumentation;
- Installs, tests, troubleshoots, repairs and performs preventive maintenance on a variety of
  industrial electrical systems, components, motors, soft-start/hard-start motor controls,
  variable frequency drives and electrical machinery; disconnects electrical sources; uses
  lockout/tagout procedures to block electrical sources; reconnects and operates equipment
  for maintenance purposes;
- Inspects remote facilities and equipment, reviews operating procedures to ensure adherence to maintenance requirements; isolates and resolves electrical and SCADA equipment and system failures in the field;
- Plans jobs and assists with preparation of staffing, material, and equipment estimates for projects; maintains records related to electrical equipment, including telemetry systems; schedules and coordinates activities with other staff, departments, or agencies; responds

to emergency situations as necessary including those occurring after normal working hours:

- Operates assigned vehicles skillfully and safely; inspects and fuels vehicles; reports the need for repairs and service; observes safe driving practices; operates and maintains a wide variety of hand and power tools and equipment related to work assignments;
- Operates copiers and a variety of office equipment;
- Performs duties in a professional manner and works well with others or in a team setting;
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public;
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities;
- Observes safe work practices and safety methods; performs other duties as assigned.

#### **QUALIFICATIONS GUIDELINES**

#### Knowledge, Skills, and Abilities

#### Knowledge of:

- Configuration, programming, troubleshooting, and support of SCADA software such as Wonderware or Ignition;
- Maintenance and programming practices of telecommunication and instrumentation systems, including radio networks;
- Electrical shop principles, practices, and mathematics;
- Principles and practices of network architecture theory and network design and integration;
- Safety practices and regulations pertaining to the work;
- Codes, ordinances, and other regulations and specifications pertaining to the work.

#### Ability to:

- Troubleshoot and program SCADA network hardware, software, and connectivity issues:
- Identify departmental SCADA needs and suggest solutions consistent with District standards:
- Troubleshoot and maintain radio networks and other telecommunication systems;
- Test, diagnose, and repair a wide variety of electrical and instrumentation devices, motor control systems, machinery, and equipment common to water and wastewater systems;
- Use diagnostic instruments to test, calibrate, and repair complex SCADA, instrumentation and electrical equipment;
- Identify and implement effective courses of action to complete assigned work; exercise independent judgment and initiative within established guidelines;
- Read and interpret plans, schematics, specifications, and technical manuals;
- Work on and within electrical systems in a safe manner:
- Establish and maintain cooperative working relationships.

#### **Education & Experience**

Any combination of education or experience that would likely provide the necessary knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: high school graduation or equivalent, 4 years' experience in SCADA troubleshooting and programming, including some relevant electrical system work. Experience with a water or wastewater agency is preferred.

#### Licenses, Certificates, and Special Requirements

- Possession of, or ability to obtain, a Class C California driver's license, and a satisfactory driving record;
- Possession of a California Water Environment Association (CWEA)
   Electrical/Instrumentation Technologist Grade 2 Certificate is highly desirable;
- Possession of an Instrumentation Society of America (ISA) Control Systems Technician I certification is desirable;
- Possession of a State Water Resources Control Board (SWRCB) Water Distribution Operator Grade 2 (D2) certificate is desirable.

#### PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Employees may be required to wear and/or use personal protective and other safety equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this class, the employee is regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls; reach with hands and arms; drive; stand; talk or hear; walk or sit; climb or balance; and kneel and crouch. The employee frequently is required to stoop or crawl. The employee must regularly lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close, distance, color, and peripheral vision; depth perception; and the ability to adjust focus.

Environment: Employee regularly works outdoors, exposed to sun, temperatures above 80 degrees, and other weather conditions; exposed to potential electrical shock and hazardous materials. Employee is frequently exposed to unusually loud sounds. The employee is occasionally exposed to fumes and odors from wastewater; works in confined or cramped positions; gets part of body and/or clothing wet; works on wet or slippery surfaces. Some work done at a height of more than 12 feet above ground; some skin exposure to oil or grease. Infrequent exposure to common allergy-causing agents and minor amounts of dust.

I nave reviewed this Job Description with i	my Supervisor and agree with its content			
Employee Signature	Date			
Supervisor Signature	Date			

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

#### **RESOLUTION NO.**

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT ADOPTING DISTRICT PAY SCHEDULE

WHEREAS, California Code of Regulations (CCR) Section 570.5 requires public agencies to have a pay schedule duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws in order for the California Public Employees Retirement System (CalPERS) to consider pay as "compensation earnable" for purposes of calculating a member's retirement benefit;

WHEREAS, the Board of Directors approved authorized positions in the budget for Fiscal Year 2017/18; and,

WHEREAS, the Board of Directors approves the reclassification of a vacant Senior Electrical/Instrumentation Technician position to Control Systems Technician;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Vallecitos Water District as follows:

<u>DISTRICT PAY SCHEDULE</u>. The Board of Directors does hereby approve and adopt the Vallecitos Water District Personnel Classification and Monthly Pay Schedule, attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Vallecitos Water District at a regular meeting held on the 4th day of October, 2017, by the following roll call vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	Craig Elitharp, President Board of Directors Vallecitos Water District
Glenn Pruim, Secretary Board of Directors Vallecitos Water District	

#### VALLECITOS WATER DISTRICT PERSONNEL CLASSIFICATION AND MONTHLY PAY SCHEDULE

has been duly approved and adopted by Vallecitos Water District Board in accordance with requirements of applicable public meeting laws.

Effective October 4, 2017

General Manager Salary retroactive		2017		
POSITION TITLE	RANGE	STEPS A - G	Н	I
Accountant	59.0	5644-7563	7942	8339
Accounting Supervisor	64.5	7381-9891	10386	10905
Accounting Technician	54.5	4531-6072	6376	6695
Administrative Secretary	57.0	5119-6860	7203	7563
Administrative Services Manager	73.0	11174-14975	15724	16510
Applications Specialist I	60.0	5926-7942	8339	8756
Applications Specialist II	63.5	7030-9420	9891	10386
Assistant General Manager	76.0	12936-17335	18202	19112
Building and Grounds Worker	47.0	3143-4212	4422	4643
Building and Grounds Worker (Y-rating)	47.0Y	4551-4551	N/A	N/A
Capital Facilities Coordinator	59.5	5783-7750	8138	8545
Capital Facilities Engineer	64.0	7203-9653	10136	10642
Capital Facilities Senior Engineer	67.0	8339-11174	11733	12320
Cashier / Receptionist	50.0	3638-4875	5119	5375
CMMS Planner	58.0	5375-7203	7563	7942
Construction Inspection Supervisor	61.5	6376-8545	8972	9420
Construction Inspector I	55.5	4758-6376	6695	7030
Construction Inspector II	58.5	5508-7381	7750	8138
Construction Supervisor	61.5	6376-8545	8972	9420
Construction Worker I	50.5	3728-4996	5246	5508
Construction Worker II	53.5	4316-5783	6072	6376
Control Systems Technician	60.0	5926-7942	8339	8756
Customer Service Representative I	49.5	3550-4758	4996	5246
Customer Service Representative II	52.0	4011-5375	5644	5926
Customer Service Representative III	53.0	4212-5644	5926	6222
Customer Service Supervisor	60.0	5926-7942	8339	8756
Development Services Coordinator	60.0	5926-7942	8339	8756
Development Services Senior Engineer	67.0	8339-11174	11733	12320
District Engineer	73.5	11450-15345	16112	16918
Electrical/Instrumentation Technician	59.0	5644-7563	7942	8339
Engineering Services Assistant	53.5	4316-5783	6072	6376
Engineering Technician I	53.5	4316-5783	6072	6376
Engineering Technician II	56.5	4996-6695	7030	7381
Engineering Technician III	59.5	5783-7750	8138	8545
Executive Secretary	61.0	6222-8339	8756	9193
Facility Locator	55.5	4758-6376	6695	7030
Finance Assistant	52.0	4011-5375	5644	5926
Finance Manager	73.0	11174-14975	15724	16510
Financial Analyst	63.5	7030-9420	9891	10386
General Manager	N/A	18020	18020	18020
GIS/CADD Technician	56.0	4875-6534	6860	7203
Human Resources Analyst	58.5	5508-7381	7750	8138
Information Technology Supervisor	66.0	7942-10642	11174	11733
Information Technology Technician	58.0	5375-7203	7563	7942

#### VALLECITOS WATER DISTRICT PERSONNEL CLASSIFICATION AND MONTHLY PAY SCHEDULE

has been duly approved and adopted by Vallecitos Water District Board in accordance with requirements of applicable public meeting laws.

Effective October 4, 2017

	General Manager Salary retroactive to January 13, 2017							
POSITION TITLE	RANGE	STEPS A - G	Н	I				
Landscape Maintenance Worker I	50.0	3638-4875	5119	5375				
Landscape Maintenance Worker II	52.0	4011-5375	5644	5926				
Mechanic	55.0	4643-6222	6534	6860				
Mechanic Assistant	51.0	3820-5119	5375	5644				
Mechanical / Electrical Supervisor	62.0	6534-8756	9193	9653				
Mechanical Maintenance Worker I	52.0	4011-5375	5644	5926				
Mechanical Maintenance Worker II	55.0	4643-6222	6534	6860				
Meter Service Supervisor	60.0	5926-7942	8339	8756				
Meter Service Worker I	49.5	3550-4758	4996	5246				
Meter Service Worker II	52.5	4110-5508	5783	6072				
Operations and Maintenance Assistant	52.0	4011-5375	5644	5926				
Operations and Maintenance Manager	73.0	11174-14975	15724	16510				
Public Information Representative	59.0	5644-7563	7942	8339				
Public Information/Conservation Supervisor	62.5	6695-8972	9420	9891				
Pump and Motor Technician I	55.0	4643-6222	6534	6860				
Pump and Motor Technician II	58.0	5375-7203	7563	7942				
Purchasing/Warehouse Assistant	54.0	4422-5926	6222	6534				
Purchasing/Warehouse Supervisor	60.0	5926-7942	8339	8756				
Risk Management Supervisor	64.5	7381-9891	10386	10905				
Safety Technician	57.0	5119-6860	7203	7563				
Senior Construction Systems Worker	56.5	4996-6695	7030	7381				
Senior Customer Service Representative	54.5	4531-6072	6376	6695				
Senior Pump and Motor Technician	59.5	5783-7750	8138	8545				
Senior Wastewater Collections Systems Worker	55.5	4758-6376	6695	7030				
Senior Wastewater Treatment Plant Operator	59.5	5783-7750	8138	8545				
Senior Water Systems Operator	58.5	5508-7381	7750	8138				
Source Control Technician	56.5	4996-6695	7030	7381				
Systems Administrator	61.5	6376-8545	8972	9420				
Valve Maintenance Technician	55.5	4758-6376	6695	7030				
Warehouse Assistant I	50.0	3638-4875	5119	5375				
Warehouse Assistant II	53.0	4212-5644	5926	6222				
Wastewater Collection Systems Supervisor	61.5	6376-8545	8972	9420				
Wastewater Collection Systems Worker 1	50.0	3638-4875	5119	5375				
Wastewater Collection Systems Worker II	53.0	4212-5644	5926	6222				
Wastewater Treatment Plant Operator I	53.0	4212-5644	5926	6222				
Wastewater Treatment Plant Operator II	56.0	4875-6534	6860	7203				
Wastewater Treatment Plant Supervisor	63.0	6860-9193	9653	10136				
Water Systems Operator I	53.0	4212-5644	5926	6222				
Water Systems Operator II	56.0	4875-6534	6860	7203				
Water Systems Supervisor	63.0	6860-9193	9653	10136				

DATE: OCTOBER 4, 2017

TO: BOARD OF DIRECTORS

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR OUTSIDE SERVICES TO

PROVIDE EXTERNAL INFORMATION TECHNOLOGY MANAGEMENT

#### **BACKGROUND:**

The Information Technology (IT) Department has 5 full-time positions authorized in the budget, including 1 supervisor and 4 staff as shown on the attached organizational chart. The IT Supervisor position is vacant following the retirement of the supervisor on September 22, 2017. The District has an existing contract with Ostari, a consulting firm that provides IT support in the areas of infrastructure monitoring, help desk and network support.

#### **DISCUSSION:**

As positions become vacant the District scrutinizes the need to fill them and determines if existing staff can absorb the workload and/or if outside services would be cost effective. Although the IT Supervisor's retirement was not a surprise, there was not sufficient time to conduct a recruitment or transition duties prior to her departure. In larger departments, such as Operations and Maintenance, there is typically a lead worker(s) to assist the supervisor and the potential to develop a successor. The IT department does not have a lead position which results in increased reliance on the supervisor.

As shown on the attached job description, the IT Supervisor position is responsible for overseeing the IT department, including network administration, internal application development and technical support, as well as supervising assigned staff. As with all supervisor positions, the most important essential job function is to plan, assign, supervise, review, and evaluate the work of assigned staff. Supervisory responsibility should not be contracted out and has been reassigned to the Administrative Services Manager. The Administrative Services Manager currently oversees IT along with other areas including human resources, risk management, safety, workers' compensation, public information, and water conservation. Because there is not a lead worker and due to the technical nature of the IT department, there is more of a need for help from outside services.

Unlike supervisor responsibility, other job duties typically handled by the IT supervisor position that could be contracted out include managing the IT infrastructure, prioritizing support work requests, assisting with IT sourcing, conducting system audits, developing an IT strategic plan, and reporting key performance indicators. In previous discussions with the IT supervisor, it was determined that Ostari could provide these duties since they currently provide IT support to the District. Through their experience working with the District, Ostari is knowledgeable of the District's IT infrastructure and more importantly, the needs of the 'customer' departments that IT supports. In addition, the IT staff have an established working relationship with Ostari.

For the above reasons, staff is recommending a sole-source purchase of outside IT services from Ostari. If not for Ostari's knowledge and working relationship with the District, the IT Supervisor position would likely be recruited for and filled. To ensure continuity in the oversight of the IT department while also saving the District money in salaries and benefits, staff is proposing to contract with Ostari to provide 'External IT Management Services' (EIMS) in 3

primary areas: technical administrative support, administrative support, and account management, as detailed in Schedule A of the attached Professional Services Agreement. As indicated in the agreement, the term is 1 year; however, the District will reassess the need to fill the IT supervisor position after the first 3 months and determine if the services should continue for the remaining length of the term. If the District decides to terminate the agreement after 3 months, Ostari would continue to provide services while the District conducts a recruitment for the IT Supervisor position. The cost of the agreement with Ostari to provide EIMS services is \$7,500 per month, for a total of \$90,000 if the agreement continues for 1 year. Typically, IT positions have been difficult to fill and finding a qualified candidate for supervisor may require hiring at a salary above the minimum. If the IT Supervisor position was filled at the midpoint of the salary range it would cost approximately \$177,000 per year including benefits.

#### **FISCAL IMPACT:**

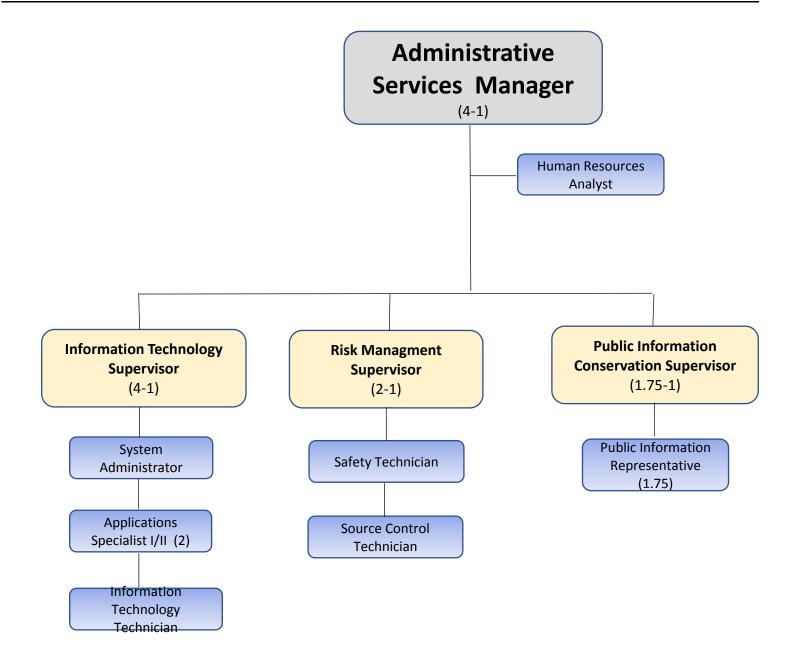
Savings of approximately \$7,300 per month (\$87,600 for 1 year) from not filling the IT Supervisor position and contracting with Ostari for EIMS.

#### **RECOMMENDATIONS:**

Staff recommends approval of the Professional Services Agreement with Ostari.

#### **ATTACHMENTS:**

Organizational Chart Information Technology Supervisor Job Description Professional Services Agreement



FLSA: Nonexempt Class Code: 3504 Updated: March 2017

#### **VALLECITOS WATER DISTRICT**

#### INFORMATION TECHNOLOGY SUPERVISOR

#### **DEFINITION**

Under direction, develops, implements, and monitors long-term plans, goals and objectives focused on achieving the District's mission and objectives and Information Technology Strategic Plan goals; supervises Information Technology Department staff; and performs related duties as assigned.

#### **CLASS CHARACTERISTICS**

This single position supervisory class is responsible for overseeing the Information Technology department, including network administration, internal application development and technical support, as well as supervising assigned staff. This position is distinguished from the Administrative Services Manager, which oversees the Information Technology, Human Resources, Risk & Safety, and District administrative/clerical staff.

#### **ESSENTIAL FUNCTIONS**

Essential functions include, but are not limited to, the following:

- Plans, assigns, supervises, reviews, and evaluates the work of assigned staff; provides staff training and development; assists in the selection of staff; reviews work for accuracy and compliance with department standards; studies and standardizes procedures to improve department efficiency; participates in necessary disciplinary actions; writes performance appraisals; ensures high level of customer service; provides assistance to staff in resolving problems; ensures safe work methods are followed and appropriate safety precautions and equipment are utilized; and conducts safety meetings;
- Develops, implements, and monitors long-term plans, goals, and objectives to achieve
  District and department technology and business priorities; develops department annual
  budget; develops and recommends plans, goals, policies, systems, and procedures
  applicable to areas of assigned responsibilities; participates in budget development;
- Oversees systems administration for the District's computer information systems for all District facilities and departments, including system-level security procedures and protocols; user and other authorization files; installations, upgrades, customizations of hardware and software;
- Oversees system operations, backups, recovery and replication processes to Disaster Recovery (DR) site.
- Coordinates with other staff network administration functions applicable to the District's LAN/WAN including the installation, upgrade, configuration, integration, and troubleshooting of network control and management system software and network devices; plans and monitors major changes and upgrades to the District's entire network infrastructure, ensuring effective integration of network operations and the maintenance of network functionality;
- Manages the maintenance of District information systems including geographic information systems, PC network, data processing, hardware, software, and communications support and maintenance:

31

- Performs project management for essential information systems projects; initiates and participates in planning, organizing and defining project scope, requirements, methods, end objectives, projects schedules and priorities; meets with end users and project team members to define technology needs; provides technical guidance and direction;
- Oversees applications development, enhancement, conversion, installation and maintenance projects; meets with end users; participates in the evaluation, testing, and selection of new software applications; oversees applications development project activities, including development, enhancement, quality assurance testing, installation and user training with department staff, user representatives and outside vendors and consultants;
- Formulates, prepares, and updates annually the District's Three Year Information Technology Strategic Plan;
- Plans and schedules work to move, connect, change, install, repair, test, or remove equipment such as personal computers, printers, copiers, network appliances;
- Monitors trends and developments in computing, networking, and multi-platform communication technologies; evaluates new operating systems, network software, hardware, methods, and techniques to improve systems/network reliability and performance; plans and coordinates migration to new technologies;
- Provides technical assistance and support to users and demonstrates system operations or techniques as needed; maintains records of software licensing agreements; trains staff in the use of operating systems and application software;
- Evaluates and recommends the selection and purchase of hardware and software; develops District standards and policies for hardware and software; administers hardware and software procurement;
- Operates copiers and a variety of office equipment;
- Performs duties in a professional manner and works well with others or in a team setting;
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public;
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities;
- Observes safe work practices and safety methods; performs other duties as assigned.

#### **QUALIFICATIONS GUIDELINES**

#### Knowledge, Skills, and Abilities

#### Knowledge of:

- Principles, methods, and techniques in the design and operation of information systems for computers, networks, and platforms equivalent to those used by the District;
- Systems and application programming;
- Computer systems and network administration, maintenance, support, and troubleshooting;
- GIS, Java, network architectures, theory, and principles of design, integration, and administration, including topologies and protocols;
- Principles and practices of systems analysis and design;
- Computer programming principles, techniques, and procedures for business and technical system applications;
- Standard programming languages and utilities similar to those used by the District;
- Project planning, prioritizing, and scheduling techniques;
- Effective supervisory principles and methods.

#### Ability to:

- Plan, organize, and be responsible for a comprehensive District-wide information systems program to meet District business and operating objectives, including developing longrange technology goals;
- Analyze complex operational and administrative problems, evaluate alternatives, and recommend or implement effective courses of action;
- Develop and maintain effective customer-focused service processes with District end users;
- Manage the operations of a mid-range computer platform and inter-operating LAN/WAN infrastructure to achieve optimal technical performance and user support;
- Understand, analyze, and define user requirements and recommend cost effective systems solutions:
- Communicate effectively, both orally and in writing; establish and maintain effective relationships with those contacted in the course of the work;
- Effectively supervise and evaluate staff.

#### Education & Experience

Any combination of education or experience that would likely provide the necessary knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be: a Bachelor's degree in Information Systems, Computer Engineering, or a closely related field, and; five years of experience in computer systems administration and support required, with at least one year in a lead role preferred.

#### Licenses, Certificates, and Special Requirements

 Microsoft Certified Systems Engineer or Microsoft Certified Systems Administrator is highly desirable.

#### PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Employees may be required to wear and/or use personal protective and other safety equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk; sit; talk and hear; use hands and fingers to grasp and feel; reach with hands and arms. The employee occasionally must stand, stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close, distance, color, and peripheral vision; depth perception; and the ability to adjust focus.

33

Environment: Office environment. Frequently works in or around areas with minor amounts of dust. Some work done on ladders up to 4 feet above ground. Noise level is usually quiet.

# **Employee Signature** Date Supervisor Signature

I have reviewed this Job Description with my Supervisor and agree with its contents.

The specific statements shown in each section of this job description are not intended to be allinclusive. They represent typical elements and criteria necessary to successfully perform the job.

> 34 Item 2.3

Date

#### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is entered into by and between Vallecitos Water District (District), a public agency organized and operating pursuant to California Water Code sections 30000 et seq., and Ostari ("Consultant"), a California corporation, as follows,

#### R-E-C-I-T-A-L-S

- 1. The District requires the professional services of a ("Consultant") to provide External IT Management Services (EIMS) in three primary areas: technical administrative support, administrative support, and account management;
- 2. Consultant has represented to District that its staff is qualified and possesses the knowledge, skill, expertise, and other resources necessary to provide the professional services ("Services") outlined in Schedule A, attached hereto, that Consultant is fully acquainted with the scope of services required, and that the Services described in Schedule A adequately and completely define the scope of the services to be provided; and,
- 3. The District has relied on Consultant's representations in selecting Consultant to perform the Services, and Consultant desires to provide District with such Services, in accordance with the terms and conditions of this Agreement.

#### C-O-V-E-N-A-N-T-S

#### 1. CONSULTANT'S SERVICES AND SCHEDULE

- 1.1 <u>Services</u>. Consultant shall provide all labor, materials, equipment, and incidental and customary work necessary to fully and adequately provide District with professional services as more fully described in the attached hereto Schedule A and incorporated herein by this reference. Consultant shall provide District with such Services in accordance with the terms and conditions of this Agreement. All Services shall be performed by Consultant to the reasonable satisfaction of District. Services shall be specifically scheduled or requested by the District.
- 1.2 <u>Nondiscrimination</u>. In performing under this Agreement the Consultant will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition, or otherwise commit an unfair labor practice. Consultant's actions of non-discrimination shall include, without limitation, all activities related to initial employment, upgrading or promotion, demotion, transfer, recruitment or recruitment advertizing, layoff, or termination.
- 1.3 Records and Audit. Consultant shall maintain accurate and complete accounting records of expenditures, costs and time incurred by the Consultant in connection with the Services. Such records will be maintained in accordance with recognized

commercial accounting practices. In addition, Consultant shall maintain complete and accurate records of its performance under this Agreement. District may audit such records at Consultant's offices upon reasonable notice during normal business hours. Apart from Deliverables, the District shall pay the cost of any prints or copies of such documents that are requested. All subcontracts entered into by Consultant with Subconsultants, and all sub-subconsultants of every tier, shall contain sufficient provisions giving effect to this Paragraph 1.3.

- 1.4 <u>Compliance with Laws</u>. In performing the Services, Consultant shall, and shall require its subconsultants, if any, to at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the the Services.
- 1.5 <u>Performance Standard.</u> Consultant shall perform the Services with efficiency and diligence and shall execute the Services in a skillful, competent and thorough manner, in accordance with the standards of Consultant's profession, generally described as that degree of skill and care ordinarily exercised by practicing professionals performing services of a scope, purpose, magnitude, and location comparable with the Services to be provided under this Agreement.
- 1.6 <u>District's Representative.</u> District's Representative. For purposes of the Agreement, the District's Representative shall be the Rhondi Emmanuel, located at 201 Vallecitos de Oro, San Marcos, CA 92069. All Supplemental Service Agreements or other amendments to this Agreement shall be approved and signed by the District's Representative.

#### 2. FEES AND PAYMENTS.

- 2.1 <u>Compensation for Services</u>. For the full and satisfactory performance of the Services, District shall compensate Consultant \$7,500 per month for services listed in Schedule A.
- 2.2 <u>Invoices</u>. Consultant shall deliver an invoice to District no later than the 10th day of each month for Services and any authorized Additional Services provided for the prior calendar month.
  - (a) If District reasonably determines that Consultant's invoice lacks sufficient information, it shall be returned to Consultant, but in no event later than seven (7) days after receipt, accompanied by a written statement setting forth the basis for the District's determination.
- 2.3 <u>Payment.</u> The District shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall expeditiously resolve the subject

of any disputed amounts by way of negotiation or, if necessary, mediation. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services.

- **3. TERM.** The term of this Agreement shall run from the date this Agreement is fully executed until September 22, 2018, subject to District's right to sooner terminate or suspend this Agreement as provided in this Agreement. The District will reassess the need to fill its Information Technology supervisor position after the first three months and determine if the Agreement should continue for the remaining length of the term. If the District intends to terminate the Agreement early, the Consultant will be provided notice of at least thirty (30) days before the effective date of termination and the Consultant will continue to provide services while the District conducts a recruitment for the supervisor position, not to exceed ninety (90) days.
- 3.1. <u>Termination for Convenience</u>. District may at any time, in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience at least ten (10) days before the effective date of termination. So long as the Consultant is not in default under this Agreement at the time of such termination, District shall make an equitable adjustment to the compensation due Consultant taking into account the following:
  - (a) All compensation and reasonable expenses due to Consultant for Services performed up to the effective date of termination;
  - (b) Consultant's actual and reasonable costs of termination;
  - (c) The amount of any advance payments made by District to Consultant;
  - (d) Any amounts owing by Consultant to District under the terms of this Agreement; and,
  - (e) No amount shall be payable by District for the Consultant's anticipated profit on the value of Services not performed by Consultant, or for any loss, cost, damage, or consequential damages which Consultant or any other party may sustain by reason of or in connection with District's termination of this Agreement.

Consultant hereby expressly waives any and all claims for damages and/or compensation arising under this Paragraph 3.1, except as set forth herein, in the event of such termination.

3.2 Termination for Cause. An Event of Default by Consultant shall be deemed to have occurred when there is: (a) a failure, neglect, or refusal on the part of Consultant to duly observe or perform any obligation or duty required under this Agreement, which failure, neglect, or refusal continues for a period of ten (10) days (or such longer period as District in its sole discretion may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice of the same has been delivered to Consultant by District, and/or (b) any representation or warranty of Consultant set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished to District. If an Event of Default occurs, then District may exercise any right, power or remedy available to it under this Agreement, law or in equity and has, in particular, without limiting the

generality of the foregoing, the right to terminate this Agreement upon written notice to Consultant, in which event District has no further obligations hereunder or liability to Consultant except as to payment for Services actually received and accepted by District through the effective date of termination, subject to set off of any claims of District against Consultant for failure to perform the Services in accordance with this Agreement.

- **4. INDEPENDENT CONTRACTOR.** District has retained Consultant to provide, and Consultant shall perform, the Services as an independent contractor maintaining exclusive direction and control over its employees and/or sub-consultants; and, no personnel utilized by Consultant to perform the Services are employees of District.
- **5. INSURANCE.** Consultant shall procure and maintain in force, at its sole cost and expense, and at all times during the performance of the Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against claims which may arise out of or in connection with this Agreement and/or Consultant's performance of the Services. Any deductibles or self-insured retentions applicable to the coverage shall be disclosed to and approved by the District. Consultant agrees to promptly notify District of any material changes in the coverages listed below, including without limitation changes in policy limits, changes or non-renewals of coverage, and any replacement carriers. Promptly shall mean not less than ten (10) days prior to the effective date of any material change in the coverages listed below.

Consultant shall ensure that District is named as an additional insured on Consultant's coverage, via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 and CG 20 37 04 13 forms as respects liability arising out of activities performed by or on behalf of consultant, premises owned, occupied or used by consultant, and automobiles owned, leased, hired or borrowed by Consultant. Consultant's insurance shall be primary, and the District's coverage excess.

Prior to execution of this Agreement, Consultant shall provide the District with a Certificate of Insurance (Acord form 25 or equivalent) signed by the insurer's representative evidencing the coverages required by this agreement. Such evidence shall also include an additional insured endorsement, signed by the Insurer's representative.

- 7.1 <u>Commercial General Liability Insurance</u> with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and an aggregate of Two Million Dollars (\$2,000,000.00) for products and operation hazard, contractual insurance, broad form liability, property damage, independent consultants, and personal injury where applicable.
- 7.2 <u>Worker's Compensation Insurance</u> as required by the laws of the State of California. In addition, Consultant agrees to maintain Employer's Liability Insurance covering bodily injury and property damage insurance, for injury to employees or damage to employee property, in a minimum amount of Two Million Dollars (\$2,000,000.00) each for bodily injury and property damage.
- **6. INDEMNIFICATION**. Consultant agrees to indemnify and hold the District, its governing body, officers, employees, representatives, agents, successors and assigns

(collectively the District Indemnities), harmless from and against any and all losses, liabilities, claims, causes of action or proceedings in any court or administrative forum, judgments, penalties, costs and expenses of whatever nature or kind, in law or equity (Indemnity Claims), incurred or suffered by the District Indemnitees, or any of them, including Indemnity Claims arising by reason of any personal injury (including, without limitation, disease or death) of any person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, representatives, agents, successors or assigns on, in, or about the performance of this Agreement. District shall promptly notify Consultant of its receipt of any claim made against the District by a third party relevant to this Paragraph 6 and/or this Agreement.

**7. NOTICE.** All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two days after mailing by certified, return receipt requested, to the following addresses:

To: District
Vallecitos Water District
Attention: Rhondi Emmanuel, Administrative Services Director
201 Vallecitos de Oro
San Marcos, California 92069

To: Consultant
Ostari

Attention: Spencer Dale, Chief Financial Officer
761 University Ave, Suite D
Los Gatos, California 95032

**8. CONFIDENTIAL INFORMATION**. During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care.

#### 9. MISCELLANEOUS PROVISIONS.

- 9.1 <u>Venue</u>. Venue shall lie only in the federal or state courts in the County of San Diego, State of California.
- 9.2 <u>Modification</u>. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

- 9.3 <u>Entire Agreement</u>. This Agreement, together with all Schedules attached, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Schedules.
- 9.4 <u>Assignment</u>. Consultant shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District. Nothing in this Agreement shall obligate the District to give such consent. Any purported assignment without the District's consent shall be void.
- 9.5 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.
- 9.6 <u>Unenforceable Provisions</u>. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

This Agreement is entered into in San Diego County, California.

Vallecitos Water District	Consultant
By: Glenn Pruim General Manager	By:Spencer Dale Chief Financial Officer
Dated:	Dated:

#### SCHEDULE A

See attached Statement of Work



### Agreement Overview and Quotation

- 1. Ostari will provide External IT Management Services for the Vallecitos Water District (VWD) in the capacity of IT Consultant. Ostari will provide remote and onsite support to assist the District's IT department and users. Vallecitos Water District will benefit from a team of engineers who are experts in Compute, Network, Storage, and Security technology fields, along with administrative services.
- 2. Ostari is proposing the services listed in Exhibit A for the monthly amount of \$7,500. Ostari will be acting as a subcontractor to the District for this fixed fee monthly amount. In addition to the items listed in Exhibit A, Ostari will also be providing managed services to support VWD's internal IT team.
- 3. Ostari and the District will conduct bi-weekly status meetings to ensure timely completion of tasks.
- 4. This Agreement can be terminated by either party at any time with 90-day written notification.

#### Statement of Work

- 1. Remote Management
  - a. Problems will be resolved without opening ports on the firewall to avoid security risks. Ostari will be able to remotely manage problems to resolution on the servers, desktops and network equipment as required.
- 2. Service Restrictions
  - a. The block-hour services do not include support of the phone system, copiers, or printers, with the exception of supporting the network & infrastructure which they connect to.

## SLA (Service Level Agreement)

- 1. The Service Level Agreement (SLA) for **EIMS** is as follows:
- a. Initial response within 4 hours of ticket receipt.
- b. Problem resolution or further onsite diagnosis next business day.

## **Assumptions**

- 1. In order to identify and estimate the required tasks and timing for this engagement, certain assumptions need to be made. Based on our current knowledge, the engagement assumptions are identified in the following sections:
  - a. "Project Assumptions",
  - b. "Technical Assumptions" and
  - c. "Standard Assumptions".
- 2. If an assumption is invalidated at a later date, then the activities and estimates in the engagement plan should be adjusted accordingly.
- 3. The SOW version number will be changed as noted on cover sheet for each revision.

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#### 4. Project Assumptions

- a) Customer will appoint a project sponsor to oversee the direction of this project. The appointed project sponsor will have decision-making authority over all aspects of the project, including facilitating commitment of Customer resources and employees, decisions regarding scope management, and issue or conflict resolution.
- b) Customer understands the success of this project is dependent on the participation of Customer employees: attending facilitated workshops, sharing information, and collecting data as needed to support project activities. Customer understands the need to review interim and final deliverables and report acceptance or discrepancy to Ostari according to the project schedule set forth at the project kickoff.
- c) Customer will provide adequate, co-located workspace for the engagement participants (both Ostari and Customer resources) with the appropriate system level access.
- d) Customer will provide network connectivity and Internet access to Ostari personnel as needed.
- e) Any service, process, product or procedure that is not explicitly and clearly stated in this "Statement of Work" is outside the scope of work.
- f) This SOW is based on discussions with the Customer and does not take into account any changes to the environment made by the customer or any third parties since its writing. If a significant change has occurred in this period, a change order may be required to account for these changes.

#### 5. Technical Assumptions

- a) Unless specifically addressed in this SOW, it is assumed that all software required to complete the Services will be on location prior to the start of Services. Ostari may, at its discretion, provide any additional software not already in use.
- b) The Ostari representative will have access to all software required to perform the Services specified in this SOW.
- c) Pursuant to software required for the completion of Services, it is assumed that all original product documentation will be available prior to the start of Services.
- d) The Ostari representative will have access to the necessary passwords, including root access, to all systems required to successfully complete the Services.
- e) Unless otherwise specified in this SOW, it is Customer responsibility to ensure that complete backups of any data have been made prior to the commencement of Services. <u>Ostari assumes no responsibility for lost data.</u>

#### 6. Standard Assumptions

- a) For security and safety considerations, a Customer appointed representative will be available whenever an Ostari representative is working on site. Customer and Ostari will work out a mutually acceptable schedule to perform the work.
- b) Any personnel designated for skills transfer will be available on the schedule agreed upon between Customer and Ostari during the engagement.
- c) The Services shall be performed in a skilled and professional workmanlike manner. Ostari shall assign only those employees or subcontractors who have the requisite experience, knowledge, training, and capability to provide the Services hereunder. If at any time Customer determines that an assigned individual can no longer contribute toward the successful completion of the Services, Customer may request Ostari to immediately dismiss the individual from performing the Services and to supply a replacement with equal or better credentials within a reasonable time period.
- d) Subcontractor work will not be billed unless they support 'out of scope' items outside the in scope and normal system administrator duties.
- e) Continuously, without interruption, while on Customer premises, Ostari and its personnel shall observe Customer rules and regulations with respect to conduct, health and safety and protection of persons and property.

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## Schedule A

## **External IT Management Services (EIMS)**

#### 1. Overview

External IT Management Services (EIMS) consists of three primary areas; technical administrative support, administrative support, and account management described in further detail below. In order to maintain the required service levels, Ostari estimates being on site at VWD twice a week for a minimum of two hours per site visit. Number of visits and the minimum visit duration can be increased or decreased at any time by amending this agreement.

#### 2. Technical Administrative Support

- a. Manage, Monitor, and Administer entire IT Infrastructure
  - a. Patch Management
  - b. Address alerts
  - c. Maintain updated network
  - d. Oversee cyber security
- b. Conduct & Facilitate End-User Outreach
  - a. Draft quarterly Newsletter for Pat to distribute
  - b. Conduct employee training
- c. Advise and Administer District IT Policies and Procedures
  - a. Revise and Update
- d. Prioritize Work Requests
  - a. IT Support Ticketing system
- e. Application & Software Management
  - a. Maintain software inventory records
- f. IT Sourcing
  - a. Oversee & assist in tech procurement sourcing in conjunction with the System Administrator
- g. Design, Develop & Implement System Upgrades
- h. Conduct IT System Audits
  - a. Provide monthly system health checks
- i. Participate in Annual Budget process
  - a. VWD and Ostari to determine future IT projects
- j. Manage Ticketing System
  - b. Implement support issue prioritization
- k. Bi-Weekly Status Meeting w/ IT Team and Admin Manager

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#### 3. Administrative Support

- a. Assist with Ostari Technical on the following:
  - a. Develop Strategic Plan 5 year plan updated annually
- b. Assist the District Admin Services Manager with the following:
  - a. Developing IT Strategy
  - b. Intra-departmental collaboration
  - c. IT Financial Management
- c. Monitor & Report on Key Performance Indicators (KPIs)
  - a. Assist in developing KPIs
  - b. Assist in report generation
  - c. Assist in developing performance mitigation when required

#### 4. Account Management

- a. Maintain Strong, Long-Lasting Relationship with the District and Vendors
- b. Ensure the timely and Successful Delivery of Our Solutions According to the District's Needs and Objectives
- c. Communicate Clearly the Progress of Monthly/Quarterly Initiatives to Admin Services Manager
- d. Maintain Open Communication with Management