



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS

November 10, 2022

4:00 PM

CALL TO ORDER AND ROLL CALL - Edmondson, Burke, Morris, Ryan, Williams

ADD-ON ITEMS

APPROVAL OF AGENDA

PUBLIC COMMENT

Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of Elsinore Valley Municipal Water District; however, any matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered.

Members of the public may make comments in-person, virtually, or submit a Public Comment Request Form located at <https://www.evmwd.com/evmwd-publiccomment>, no less than one hour prior to the posted start time of the meeting. Comments shall be made in an orderly manner and profanity, slanderous, or abusive language will not be tolerated. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.

I. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Calendar, it shall be removed so that it may be acted upon separately.

A. APPROVAL OF:

1. Minutes of the Special Board Meeting of October 27, 2022
2. Payment Ratification Report
3. Adoption of Resolution Reaffirming and Extending Findings and Determinations Under AB 361 for Continued Virtual Meetings
4. Professional Services Agreement with Carollo Engineers, Inc. for Project Management Services for Implementation of Enterprise Asset Management (EAM) System
5. Purchase of License Subscriptions and Implementation Services of Nexgen Enterprise Asset Management (EAM) System
6. Adoption of Resolution Authorizing the General Manager to Sign and File a Construction Financial Assistance Application, for the Sedco Hills Septic to Sewer Project



7. Adoption of Resolution Authorizing the General Manager to Sign and File a Construction Financial Assistance Application for the Avenues Septic to Sewer Project
- B. APPROVAL OF TRAVEL AUTHORIZATIONS
 1. Harvey Ryan - Board of Director's Meeting for ACWA

II. REPORTS

Reports are placed on the Agenda to provide information to the Board and the public. There is no action called for in these items. The Board may engage in discussion on any report upon which specific subject matter is identified, but may not take any action other than to place the matter on a subsequent Agenda.

- A. General Manager's Report
- B. Legal Counsel's Report
- C. Board Committee Reports

III. DIRECTOR'S COMMENTS AND REQUESTS

Directors' Comments concern District business which may be of interest to the Board. They are placed on the Agenda to enable individual Board members to convey information to the Board and the public. There is no discussion or action required, other than to place the matter on a subsequent Agenda.

IV. ADJOURNMENT

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the District Secretary, 31315 Chaney Street, Lake Elsinore, California.

To request a disability-related modification or accommodation regarding agendas or attendance, contact Terese Quintanar, at (951) 674-3146, extension 8223 at least 48 hours before the meeting.

In the interest of public health and safety, this meeting will be conducted in accordance with provisions of the Brown Act and Assembly Bill 361. Participants who would like to join this meeting remotely can do so in one of the following ways:

For Online Participation:

Go to: www.zoom.us
Select Join a Meeting
Enter Meeting ID: 833 5839 8863
Meeting Password: 92530

For Call-in Only:

Call: (720) 707 2699
Enter Meeting ID: 833 5839 8863
Meeting Password: 92530

**MINUTES
SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
THURSDAY, OCTOBER 27, 2022**

The Special Meeting of the Board of Directors of Elsinore Valley Municipal Water District was held at its principal offices at 31315 Chaney Street, Lake Elsinore, California with a remote public participation option (teleconference, through a call-in number clearly noted on the meeting Agenda) posted in accordance with the Brown Act.

Directors Present

Darcy M. Burke, President
Andy Morris, Vice President
Chance Edmondson
Phil Williams

Director Absent

Harvey Ryan

Staff Present

Greg Thomas, General Manager
Steve Anderson, General Counsel
Terese Quintanar, District Secretary/Administrative Services Supervisor
Christy Gonzalez, Deputy Board Secretary/Executive Assistant
Bonnie Woodrome, Community Affairs Supervisor
Christina Henry, Community Relations Manager
Darryn Flexman, Interim Director of Information Technology
David Smith, Maintenance Manager
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations
Jase Warner, Director of Operations
Jason Dafforn, Director of Engineering and Water Resources
Jennifer Dancho, Director of Human Resources
Jessie Arellano, Wastewater Operations Manager
Junior Olivo, Field Maintenance CM
Margie Armstrong, Director of Strategic Programs
Matt Bates, Engineering Manager
Parag Kalaria, Water Resources Manager
Scott Thompson, Accounting Manager
Susie Evans, Sr. Executive Assistant
Tim Collie, Water Operations Manager
Robert Hartwig, Assistant General Manager – Business Services

Others Present

Jeff Thornbury, Carollo Engineers, Inc.

Andrew Frost, Carollo Engineers, Inc.

CALL TO ORDER

The meeting was called to order by President Burke at 3:00 p.m.

APPROVAL OF AGENDA

A motion was made by Director Williams, seconded by Vice President Morris, and carried unanimously to approve the agenda as presented.

PUBLIC COMMENTS

The meeting was opened to public comment and there were none. Opportunity was provided to the public to make public comments throughout the duration of the meeting.

Item I.0 - CONSENT CALENDAR
Minute Order #5732

A. APPROVAL OF:

1. Minutes of the Regular Board Meeting of October 13, 2022
2. Minutes of the Regular Water Planning Committee Meeting of October 17, 2022
3. Payment Ratification Report
4. A Professional Services Agreement with Carollo Engineers, Inc. for Engineering Design Services for the Sedco Hills and Avenues Septic to Sewer Projects *(MO #5732)*

Vice President Morris pulled Consent Calendar Item A.4 for comment.

A motion was made by Vice President Morris, seconded by Director Williams, and carried unanimously to:

- 1. Approve the Consent Calendar as amended.**

Item II.A.4 - Professional Services Agreement with Carollo Engineers, Inc. for Engineering Design Services for the Sedco Hills and Avenues Septic to Sewer Projects
(MO# 5732)

Vice President Morris commented that Jeff Thornbury and Andrew Frost of Carollo Engineers, Inc. were present. Mr. Thornbury thanked the Board for the opportunity and affirmed his commitment to this very important project.

A motion was made by Vice President Morris, seconded by Director Edmondson, and carried unanimously to:

1. Approve Consent Calendar Item A.4.

Item II. A GENERAL MANAGER'S REPORT

Mr. Thomas thanked Christina Henry, Tammy Ramirez and the Customer Service staff for another successful Low Income Housing Water and Wastewater Assistance Program (LIHWWAP) pop up event, resulting in just above \$13,000 in customer assistance. He also complimented Andrea Kraft and Dave Ochoa for their presentation at AWWA and relayed appreciation for the Halloween lunch event held yesterday.

Item II. B LEGAL COUNSEL'S REPORT

Mr. Anderson reported that numerous legislative bills have been passed relating to accessory dwelling units for building and that it would be prudent to track the implications on water agencies as those projects come to fruition. President Burke asked for regular updates as it progresses.

Item II. C BOARD COMMITTEE REPORTS

Director Edmondson reported on his attendance at the Lake Elsinore State of the City, Hoover Dam trip, and he WESA Halloween lunch. He commented on the comradery and thanked all the employees for working so hard in making the District great.

Director Williams reported on his attendance at LAFCO where there were a few boundary changes and some sphere of influence amendments.

President Burke reported on her attendance to the Lake Elsinore State of the City event and the CA-NV AWWA Annual Fall Conference. At the conference, she participated in discussions regarding advance water treatment certification and how the State is relying on the section to develop that certification and the coordinating education. Since this may be a requirement, she suggested getting ahead of it and participating crafting what the test is going to be like and the range of knowledge. She also reported on the Advisory Committee for the "More Water Now" initiative.

Item III.0 DIRECTOR'S COMMENTS AND REQUESTS

There were none.

Item IV.0 CLOSED SESSION

The Board adjourned to closed session at 3:13 p.m. to discuss:

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (d) of Section 54956.9 of the Government Code (1 or more potential cases)

The Board reconvened to open session at 4:23 p.m. and reported that a settlement agreement with Flatiron West, Inc. was approved related to the Regional Water Reclamation Facility Upgrade Project and contractual disputes related thereto.

Item V.0 ADJOURNMENT

The meeting adjourned at 4:24 p.m.

Darcy M. Burke, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Board Secretary
to the Board of Directors of
Elsinore Valley Municipal Water District



Payment Ratification Report

Cash Disbursements for 10/14/2022 through 11/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
ACH					
8755	10/20/2022	AMERICAN LABOR POOL	TEMPORARY SERVICES SEPT 2022	ACH	3,305.82
8756	10/20/2022	CALIFORNIA WATER TECHNOLOGIES	CHEMICALS AUG 2022	ACH	10,107.88
8757	10/20/2022	CORETEX USA INC	AIR TRAX VEHICLE SERVICE AUG 2022	ACH	1,843.50
8758	10/20/2022	DAVE NAHAY CLEANING SYSTEMS	FLEET WASHING & LOT SWEEPING SEPT 2022	ACH	1,179.75
8759	10/20/2022	DEGRAVE COMMUNICATIONS INC	COMMUNICATION SUPPORT AUG 2022	ACH	7,359.82
8760	10/20/2022	ENTERPRISE FM TRUST	FLEET LEASE OCT 2022	ACH	46,748.83
8761	10/20/2022	GLOBAL POWER GROUP INC	ANNUAL GENERATOR MAINTENANCE	ACH	26,424.55
8762	10/20/2022	HACH COMPANY	MULTI-SITE SERVICING APR - JUL 2022	ACH	6,439.25
8763	10/20/2022	HELIX ENVIRONMENTAL PLANNING	REGIONAL AG PIPELINE CONVERSION PROJECT-HABITAT RESTORATION	ACH	3,843.89
8764	10/20/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS AUG 2022	ACH	22,467.30
8765	10/20/2022	J&L CONSTRUCTORS INC.	SINGLE CHECK BACKFLOW DEVICE REPLACEMENT-PHASE 3	ACH	209,403.75
8766	10/20/2022	MPS SECURITY	AFTER HOURS SECURITY SERVICE AUG 2022	ACH	4,678.92
8767	10/20/2022	NORTHSTAR CHEMICAL	CHEMICALS AUG 2022	ACH	58,564.29
8768	10/20/2022	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE SEPT 2022	ACH	18,025.00
8769	10/20/2022	STANLEY CONVERGENT SECURITY	MAINTENANCE & MONITORING CHARGES JUL 2022	ACH	1,550.79
8770	10/20/2022	UNITED WATERWORKS, INC	WATERWORKS INVENTORY SUPPLIES	ACH	12,286.97
8771	10/20/2022	US BANK	VIRTUAL PAYMENT PROGRAM OCT 2022	ACH	114,675.88
8772	10/20/2022	VECTIS DC LLC	GOVERNMENT RELATIONS & FEDERAL LOBBYING SERVICES AUG & SEPT 2022	ACH	10,000.00
8773	10/27/2022	ADVANCED CHEMICAL TRANSPORT	CHEMICAL TRANSPORT	ACH	2,636.62
8774	10/27/2022	AECOM TECHNICAL SERVICES, INC.	LEE LAKE DAM UPGRADES SEPT 2022	ACH	23,098.75
8775	10/27/2022	ALBERT A. WEBB ASSOCIATES	RICE CYN RESERVOIR ACCESS, STAGE RANCH PIPELINE & CM FOR WASHINGTON LS	ACH	22,937.85
8776	10/27/2022	ALVAREZ ENTERPRISE SERVICE	JANITORIAL SERVICES SEPT 2022	ACH	7,426.00
8777	10/27/2022	AMERICAN LABOR POOL	TEMPORARY SERVICES SEPT 2022	ACH	6,875.82
8778	10/27/2022	ARDURRA GROUP INC	ENG SRVS BBWTP PROJ, DWNTWN SEWER REPLACE&UPSIZE BLENDING LINE-DIAMOND	ACH	115,756.28
8779	10/27/2022	CAROLLO ENGINEERS	HTCWRF DB OA-CONSTRUCTION & IT SUPPORT FOR PROJ MGMT INFO SYS (PMIS)	ACH	22,471.75
8780	10/27/2022	CDM CONSTRUCTORS INC	HORSETHIEF CANYON EXPANSION JUL 2022	ACH	1,050,300.00
8781	10/27/2022	CHANDLER ASSET MANAGEMENT INC	INVESTMENT MANAGEMENT SERVICES AUG 2022	ACH	10,327.84
8782	10/27/2022	CORETEX USA INC	AIR TRAX VEHICLE SERVICE SEPT 2022	ACH	1,813.05
8783	10/27/2022	DEGRAVE COMMUNICATIONS INC	ON-CALL PUBLIC EDUCATION & OUTREACH SERVICES SEPT 2022	ACH	3,718.47
8784	10/27/2022	ENGINEERING RESOURCES OF SO CAL INC	ENG&DESIGN SERVICES DISTRICT PARKING LOT&CANYON LAKE BLACKHORSE IMPROV	ACH	12,502.00
8785	10/27/2022	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	86,083.02
8786	10/27/2022	FIELDMAN ROLAPP AND ASSOCIATES	FINANCIAL ADVISORY SERVICES SEPT 2022	ACH	5,445.00
8787	10/27/2022	FLATIRON WEST INC	REGIONAL WATER RECLAMATION FACILITY UPGRADES	ACH	7,016,242.85
8788	10/27/2022	GLOBAL POWER GROUP INC	GENERATOR MAINTENANCE	ACH	11,178.00
8789	10/27/2022	HACH COMPANY	CHEMICALS	ACH	13,429.95



Payment Ratification Report

Cash Disbursements for 10/14/2022 through 11/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
8790	10/27/2022	HELIX ENVIRONMENTAL PLANNING	ENVIRONMENTAL SERVICES FOR SEDCO HILLS & THE AVENUES SEPTIC TO SEWER	ACH	19,387.20
8791	10/27/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS SEPT 2022	ACH	3,505.79
8792	10/27/2022	INFRASTRUCTURE ENGINEERING COR	PECK&CHESTNUT, TOMLIN PIPELINE REPLACEMENT, STAGE RANCH&NEAR TERM PROJ	ACH	13,255.10
8793	10/27/2022	KONE INC	ADMIN ELEVATOR MAINTENANCE OCT 2022	ACH	257.80
8794	10/27/2022	MPS SECURITY	AFTER HOURS SECURITY SEPT 2022	ACH	4,634.30
8795	10/27/2022	NORTHSTAR CHEMICAL	CHEMICALS SEPT 2022	ACH	10,694.49
8796	10/27/2022	NTH GENERATION COMPUTING INC	ANNUAL HP SUPPORT RENEWAL	ACH	31,701.72
8797	10/27/2022	PIASCIK, MARK A	BOAT RENTAL & REPAIRS FOR LAKE AERATION PROJECT	ACH	500.00
8798	10/27/2022	PINNACLE PETROLEUM INC	UNLEADED & DIESEL FUEL SEPT 2022	ACH	28,888.25
8799	10/27/2022	PSA PRINT GROUP	FALL WATERLOG PRINT SERVICE	ACH	5,242.60
8800	10/27/2022	REGAN PAVING	ON-CALL STREET RESTORATION SERVICES SEPT 2022	ACH	3,950.00
8801	10/27/2022	REILLY CONSTRUCTION MANAGEMENT	SINGLE CHECK BACKFLOW DEVICE REPLACEMENT-PHASE 3	ACH	39,798.57
8802	10/27/2022	RUTAN & TUCKER, LLP	LEGAL SERVICES AUG 2022	ACH	172.95
8803	10/27/2022	SO CAL SANDBAGS INC	EROSION CONTROL SERVICE SEPT 2022	ACH	18,316.00
8804	10/27/2022	SOFTCHOICE CORPORATION	MICROSOFT ANNUAL RENEWAL	ACH	109,223.68
8805	10/27/2022	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE SEPT 2022	ACH	12,695.00
8806	10/27/2022	SPATIAL WAVE	INSTALL AND SETUP OF ROUNDSHEET AND WPDCP	ACH	16,000.00
8807	10/27/2022	SYSTEMS INTEGRATED LLC	MAINTENANCE SEPT 2022	ACH	14,380.00
8808	10/27/2022	TRINITY CONSTRUCTION	PALOMAR WELLHEAD FACILITIES SEPT 2022	ACH	314,575.78
8809	10/27/2022	TRL SYSTEMS	FY 23-24 EXACQ SSA RENEWAL	ACH	2,952.00
8810	10/27/2022	TRUEPOINT SOLUTIONS LLC	PERMIT TRACKING SYSTEM SEPT 2022	ACH	11,098.75
8811	10/27/2022	WATERWISE CONSULTING INC	RESIDENTIAL EVALUATION PROGRAM SEPT 2022	ACH	3,250.00
8812	10/27/2022	WESTERN MUNICIPAL WATER DIST	WATER USE AUG 2022	ACH	2,129,092.27
CHECKS					
251790	10/20/2022	AMERIGAS TEMECULA	PROPANE	CHECK	2,410.84
251791	10/20/2022	ANGLEMYER CRANE RENTAL	CRANE RENTAL	CHECK	56,022.40
251792	10/20/2022	AT&T MOBILITY LLC	MOBILE INVOICE OCT 2022	CHECK	11,064.73
251793	10/20/2022	BAKER ELECTRIC	BAKER STREET RESERVOIR EQUIPMENT REPAIR	CHECK	14,021.48
251794	10/20/2022	CENTRAL COMMUNICATIONS	AFTER HOURS ANSWERING SERVICES OCT 2022	CHECK	1,120.35
251795	10/20/2022	CREDIT MANAGEMENT, LP	BAD DEBT COLLECTION AUG 2022	CHECK	15,335.74
251816	10/20/2022	DANGELO CO	WATERWORKS & FIRE PROTECTION SUPPLIES	CHECK	22,239.13
251817	10/20/2022	F.M. THOMAS AIR CONDITIONING INC	HVAC MAINT & REPAIR	CHECK	1,425.56
251818	10/20/2022	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE AUG & SEPT 2022	CHECK	6,218.22
251819	10/20/2022	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQUIPMENT ALARMS	CHECK	534.28



Payment Ratification Report

Cash Disbursements for 10/14/2022 through 11/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251820	10/20/2022	GHD INC	TEMESCAL VALLEY PIPELINE EXPANSION FEASIBILITY STUDY	CHECK	10,683.39
251821	10/20/2022	VOID PAYMENT	VOID PAYMENT	CHECK	0.00
251823	10/20/2022	PACIFIC PIPELINE SUPPLY	PIPELINE INVENTORY SUPPLIES	CHECK	40,546.31
251824	10/20/2022	PECHANGA BAND OF LUISENO MISSI	CULTURAL MONITORING AGREEMENT AUG 2022	CHECK	1,275.00
251825	10/20/2022	SCW CONTRACTING CORPORATION	CANYON LAKE SEWER LATERAL RETENTION	CHECK	4,875.00
251826	10/20/2022	SO CAL GAS	GAS INVOICE SEPT 2022	CHECK	2,456.82
251827	10/20/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE SEPT 2022	CHECK	167,273.15
251828	10/20/2022	SUPERIOR READY MIX CONCRETE LP	SACK SLURRY BLACKFILL JUN & JUL 2022	CHECK	5,740.20
251829	10/20/2022	TPX COMMUNICATIONS	MAIN DISTRICT PHONE LINES & INTERNET	CHECK	15,081.29
251830	10/20/2022	UNIVERSITY OF CALIFORNIA, RIVERSIDE	DETERMINANTS OF WATER BILL DELINQUENCY & SERVICE DISCONNECTIONS	CHECK	12,500.00
251831	10/20/2022	VERIZON WIRELESS	MOBILITY INVOICE OCT 2022	CHECK	113.83
251832	10/27/2022	ALEX HORNE ASSOCIATES	CONSULTING SERVICES JUN & JUL 2022	CHECK	2,500.00
251833	10/27/2022	APPLE ONE INC	TEMPORARY SERVICES JUL - SEPT 2022	CHECK	16,012.32
251834	10/27/2022	BRADY WORLDWIDE INC	LINK360 SUBSCRIPTION AUG 2022 - AUG 2023	CHECK	3,136.50
251835	10/27/2022	CDM SMITH INC	PSA FOR THE 2022 UPDATE OF THE IRP PROJECT	CHECK	12,706.50
251836	10/27/2022	CITY OF CORONA	UTILITY INVOICE OCT 2022	CHECK	50.04
251837	10/27/2022	CR AND R INCORPORATED	RUBBISH PICKUP SERVICE OCT 2022	CHECK	3,760.15
251852	10/27/2022	DANGELO CO	WATERWORKS & FIRE PROTECTION SUPPLIES	CHECK	5,823.56
251853	10/27/2022	DUDEK AND ASSOCIATES INC	RICE CANYON RESERVOIR ACCESS RD, A3 LS REHAB & VOL 11 TECH SPEC&DRAWINGS	CHECK	73,109.05
251854	10/27/2022	FIRST AMERICAN EQUIPMENT FINANCE	COMPUTER LEASE NOV 2022	CHECK	8,743.39
251855	10/27/2022	G.M. SAGER CONSTRUCTION CO.	ON-CALL STREET RESTORATION & MAINTENANCE SEPT 2022	CHECK	21,480.00
251856	10/27/2022	GHD INC	TEMESCAL VALLEY PIPELINE EXPANSION FEASIBILITY STUDY	CHECK	5,063.64
251857	10/27/2022	GREATAMERICA FINANCIAL SERVICE	COPIER LEASE OCT 2022	CHECK	1,041.74
251858	10/27/2022	KATZ AND ASSOCIATES INC	DROUGHT OUTREACH SERVICES AUG 2022	CHECK	1,928.75
251859	10/27/2022	LIFT-IT MANUFACTURING CO. INC.	STAINLESS CHAIN & SHACKLE	CHECK	12,218.51
251860	10/27/2022	MCI COMM SERVICE	REMOTE LOCATION PHONES LINES FOR EQUIPMENT ALARMS	CHECK	107.70
251861	10/27/2022	NETCOMP TECHNOLOGIES INC	IT SUPPORT SERVICES SEPT 2022	CHECK	7,562.50
251862	10/27/2022	PETTY CASH	REPLENISH PETTY CASH JUL - SEPT 2022	CHECK	150.51
251863	10/27/2022	PITNEY BOWES-RESERVE ACCOUNT	REPLENISH POSTAGE METER ACCOUNT	CHECK	2,000.00
251864	10/27/2022	REEB GOVERNMENT RELATIONS, LLC	STATE ADVOCACY SERVICES SEPT 2022	CHECK	16,000.00
251865	10/27/2022	RIVERSIDE COUNTY	REFUSE SERVICE AUG 2022	CHECK	79.72
251866	10/27/2022	ROCKWELL CONSTRUCTION SERVICES	ON-CALL ELECTRICAL SEPT 2022	CHECK	3,200.00
251867	10/27/2022	S & J SUPPLY CO	PIPELINE INVENTORY SUPPLIES	CHECK	2,131.50
251868	10/27/2022	SCW CONTRACTING CORPORATION	CONSTRUCTION OF A SEWER LATERAL AT WOODCREEK LANE	CHECK	49,400.00
251869	10/27/2022	SILVER AUTO COLLISON	VEHICLE CLAIM REPAIR	CHECK	17,387.04



Payment Ratification Report

Cash Disbursements for 10/14/2022 through 11/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251870	10/27/2022	SOBOBA BAND of LUISENO INDIANS	CULTURAL MONITORING AGREEMENT FOR HTCWRF	CHECK	1,800.00
251871	10/27/2022	SOLENIS	CHEMICALS SEPT 2022	CHECK	12,709.50
251872	10/27/2022	SOUTH COAST WATER	1040 MB DI USAGE	CHECK	40.00
251873	10/27/2022	SOUTH COAST WATER	1040 MB DI EXCHANGE	CHECK	120.00
251874	10/27/2022	STANTEC CONSULTING SERVICES	CONSULTING SERVICES FOR SJWSS 2022 UPDATE	CHECK	49,227.50
251875	10/27/2022	SUPERIOR READY MIX CONCRETE LP	SAND SLURRY BACKFILL JUL – OCT 2022	CHECK	15,310.63
251876	10/27/2022	UNIVERSAL WASTE SYSTEMS INC	WASTE ACTIVATED SLUDGE HAULING SERVICE SEPT 2022	CHECK	10,571.00
251877	10/27/2022	WASTE MANAGEMENT	RUBBISH SERVICE SEPT 2022	CHECK	267.58
REFUNDS					
251796	10/20/2022	SCW CONTRACTING CORP	CUSTOMER REFUNDS	CHECK	1,441.72
251797	10/20/2022	ARNALDO OCHOA	CUSTOMER REFUNDS	CHECK	180.49
251798	10/20/2022	TERRENCE MUMFORD	CUSTOMER REFUNDS	CHECK	111.02
251799	10/20/2022	DUCK POND INC	CUSTOMER REFUNDS	CHECK	790.30
251800	10/20/2022	JERRY LIEM	CUSTOMER REFUNDS	CHECK	161.87
251801	10/20/2022	JONATHAN GRANADOS	CUSTOMER REFUNDS	CHECK	31.97
251802	10/20/2022	SDL REAL ESTATE PROPERTY MANAGEMENT	CUSTOMER REFUNDS	CHECK	171.19
251803	10/20/2022	ULDA NAVARRO	CUSTOMER REFUNDS	CHECK	309.72
251804	10/20/2022	KWAI LEW	CUSTOMER REFUNDS	CHECK	208.06
251805	10/20/2022	ROBERT BENFORD	CUSTOMER REFUNDS	CHECK	60.83
251806	10/20/2022	DEBRA ZERR	CUSTOMER REFUNDS	CHECK	98.50
251807	10/20/2022	JENNIFER EAVES	CUSTOMER REFUNDS	CHECK	146.55
251808	10/20/2022	HILDRETH BARRETT	CUSTOMER REFUNDS	CHECK	91.80
251809	10/20/2022	WILLIAM RIVERIA DEL CARPIO	CUSTOMER REFUNDS	CHECK	600.00
251810	10/20/2022	LAURIE PINON	CUSTOMER REFUNDS	CHECK	200.69
251811	10/20/2022	PENG ZHEN	CUSTOMER REFUNDS	CHECK	117.96
251812	10/20/2022	JOE BRIZUELA	CUSTOMER REFUNDS	CHECK	47.20
251813	10/20/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	64.60
251814	10/20/2022	DEL VINO DEVELOPMENT	CUSTOMER REFUNDS	CHECK	1,285.00
251815	10/20/2022	BENEFIT NATIONAL PROPERTY MGMT	CUSTOMER REFUNDS	CHECK	36.76
251822	10/20/2022	NORMAN CARRAHER	CLOSE OUT PROJECT REFUND	CHECK	5,965.01
251838	10/27/2022	RELIANCE BEST PHARMACY LLC	CUSTOMER REFUNDS	CHECK	137.62
251839	10/27/2022	LARRY FITZGERALD	CUSTOMER REFUNDS	CHECK	121.15
251840	10/27/2022	HOME EXPO FINANCIAL INC.	CUSTOMER REFUNDS	CHECK	108.46
251841	10/27/2022	JULIE NGUYEN	CUSTOMER REFUNDS	CHECK	159.73
251842	10/27/2022	JUNG KIM	CUSTOMER REFUNDS	CHECK	104.39



Payment Ratification Report

Cash Disbursements for 10/14/2022 through 11/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251843	10/27/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	93.06
251844	10/27/2022	CHERYL MAHRU	CUSTOMER REFUNDS	CHECK	184.53
251845	10/27/2022	JASON JIN	CUSTOMER REFUNDS	CHECK	92.23
251846	10/27/2022	JOHN BEEBE	CUSTOMER REFUNDS	CHECK	175.98
251847	10/27/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	2,254.53
251848	10/27/2022	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	78.41
251849	10/27/2022	LESLEY GOLLIHAR	CUSTOMER REFUNDS	CHECK	41.59
251850	10/27/2022	REDFINNOW BORROWER LLC	CUSTOMER REFUNDS	CHECK	181.60
251851	10/27/2022	VAULT FINANCIAL/WES HANKINS INC.	CUSTOMER REFUNDS	CHECK	170.93

VIRTUAL PAYMENT PROGRAM

666	10/20/2022	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	54.27
667	10/20/2022	ANIMAL PEST MANAGEMENT SERVICES INC	PEST CONTROL	VIRTUAL	35.00
668	10/20/2022	AQUA METRIC SALES COMPANY	METERS	VIRTUAL	2,712.23
669	10/20/2022	BACKFLOW SOLUTIONS INC.	BACKFLOW PROGRAM QUARTERLY SERVICE	VIRTUAL	15,540.53
670	10/20/2022	CINTAS CORPORATION	TOWELS, MATS, JANITORIALS SUPPLIES	VIRTUAL	2,767.97
671	10/20/2022	INNOVATIVE DOCUMENT SOLUTIONS	DISTRICT NETWORK COPIERS JUL & AUG 2022	VIRTUAL	6,775.40
672	10/27/2022	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	8,407.88
673	10/27/2022	ANIMAL PEST MANAGEMENT SERVICES INC	PEST ANIMAL MANAGEMENT	VIRTUAL	995.50
674	10/27/2022	AQUA METRIC SALES COMPANY	METERS	VIRTUAL	10,061.55
675	10/27/2022	BEST BEST AND KRIEGER	LEGAL FEES SEPT 2022	VIRTUAL	1,131.00
676	10/27/2022	CALIFORNIA HAZARDOUS SERVICES	PUMP REPAIR	VIRTUAL	488.56
677	10/27/2022	CALOLYMPIC GLOVE AND SAFETY	SAFETY SUPPLIES	VIRTUAL	2,367.30
678	10/27/2022	LAWNSCAPE SYSTEMS INC	LANDSCAPE MAINTENANCE & WEED ABATEMENT SEPT 2022	VIRTUAL	45,985.82
679	10/27/2022	POLYDYNE INC	CHEMICALS SEPT 2022	VIRTUAL	14,293.24
680	10/27/2022	RIGHTWAY SITE SERVICES INC	PORTA-POTTY RENTAL SEPT 2022	VIRTUAL	238.51
681	10/27/2022	SANDLER LASRY LAUBE BYER & VAL	LEGAL SERVICES SEPT 2022	VIRTUAL	1,064.00
682	10/27/2022	WATER ONE	WATER TREATMENT SERVICE SEPT 2022	VIRTUAL	325.00



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 10, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: ADOPTION OF RESOLUTION REAFFIRMING AND EXTENDING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

STRATEGIC GOAL

Build Recognized Value

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Adopt a resolution reaffirming and extending findings and determinations under AB 361 for continued virtual meetings.

BACKGROUND

Assembly Bill 361 (AB 361) allows local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing. Governor Newsom issued a proclamation declaring a state of emergency due to the COVID-19 pandemic pursuant to section 8625 of the California Emergency Services Act.

In light of state or local officials' continued recommendations to promote social distancing, the Board of Directors initially adopted Resolution No. 21-11-01 on November 9, 2021 making findings and determinations under AB 361 for virtual meetings. Per AB 361, it is required to reassess and extend findings and determinations for continued virtual meeting every 30 days, and adopt subsequent resolutions. In order for its Board Meetings, Study Sessions, Committee Meetings and other Brown Act bodies to continue to be held as virtual meetings pursuant to AB 361 and Government Code section 54953(e), the Board has adopted resolutions re-establishing and reaffirming the need for virtual meetings no less than every 30 days, since November of 2021. The attached

resolution is presented for adoption, and would extend the use of virtual meetings through December 10, 2022.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Originated by: Christy Gonzalez – Administration
Reviewed by: Terese Quintanar – Administration

Attachments:

Draft Resolution

RESOLUTION 22-11-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
ELSINORE VALLEY MUNICIPAL WATER DISTRICT RATIFYING AND EXTENDING
FINDINGS AND DETERMINATIONS
UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Board of Directors finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

WHEREAS, the Board of Directors of Elsinore Valley Municipal Water District has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, the Board of Directors previously adopted Resolution No. 22-10-01, on October 13, 2022, finding that the requisite conditions continue to exist for the legislative bodies of the Elsinore Valley Municipal Water District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, the Board of Directors desires that Elsinore Valley Municipal Water District, including its commissions, committees, and other Brown Act bodies, continue to hold virtual meetings as directed by the Board pursuant to AB 361 and Government Code section 54953(e).

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

1. The above recitals and true and correct and shall be the findings of the Board of Directors.
2. The Board of Directors and all other commissions, committees or other Brown Act bodies of the District shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

3. This Resolution does not prevent or prohibit the District or any commission, committee or other Brown Act body of the District from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the Board of Directors and/or the General Manger for attendance at meetings.
4. The Board of Directors shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social distancing, but the Board of Directors may terminate the Resolution at any time. In the event that more than 30 days pass between regular Board meetings, the Board of Directors shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the Board of Directors has not terminated it, any commission, committee or other Brown Act board of the District shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of Elsinore Valley Municipal Water District held on November 10, 2022.

Darcy M. Burke, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Secretary of the Board
of Directors of the Elsinore Valley
Municipal Water District



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 10, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR PROJECT MANAGEMENT SERVICES FOR ENTERPRISE ASSET MANAGEMENT (EAM) SYSTEM IMPLEMENTATION

STRATEGIC GOAL

Maintain and Upgrade Technology
Maintain and Upgrade Infrastructure

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve a Professional Services Agreement with Carollo Engineers, Inc., in the amount of \$106,500;
2. Authorize \$533 for overhead;
3. Authorize the total expenditure amount of \$107,033 to the Capital Improvement Fund; and
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

In March 2019, the Board approved a Professional Services Agreement (PSA) for the development of the first phase of an Asset Management Plan (AMP). The first phase consisted of the completion of four specific tasks which created the initial framework of the District's future AMP. The four specific tasks are as follows:

- Asset Categorization
- Risk Prioritization Plan
- Development of Capital Replacement Budget
- Software Evaluation

The efforts in the first phase were completed and presented to the Board at a Study Session in May 2020. The software evaluation task identified gaps in the configuration of the District's current EAM software which led to inconsistencies of usage in the various departments. These inconsistencies and the system configuration resulted in limitations on data extraction and reporting functions. The District has utilized the current software for many years, and currently, this software is not a product of choice for asset strategy development. Additionally, reconfiguration of the existing software will take the same amount of effort as implementing a new software.

In order to move forward with the next phases of the AMP, it is important that the District has the right EAM tool to house and build on all the asset maintenance information which will be utilized to develop the next stages of the AMP. The first phase project report also recommended that the District procure a new EAM solution that can integrate with all the other systems currently in use. It was also recommended the new software should be more intuitive and flexible than the existing software. These recommendations will ensure a new software that is more user-friendly, which is of paramount importance for a successful software implementation.

In October 2020, the Board approved a PSA for a consultant to help the District with the evaluation and selection of a new EAM solution. The tasks under this project includes:

- Performing a needs assessment for a new EAM solution
- Reviewing existing District systems and business practices
- Developing a EAM implementation plan
- Assisting in EAM RFP development and proposal evaluation
- Supporting EAM software demos and contract negotiation

In October 2021, the District posted a Request for Proposal (RFP) for an EAM software and implementation services utilizing PlanetBids. Seven firms responded to the RFP by the deadline, and staff selected three firms to demonstrate their software and capabilities. Staff members from Operations, Strategic Programs, Information Technology, Finance, Engineering, and Water Resources participated in the demonstrations, and the vast majority of the staff concluded that Nexgen has the best and most user-friendly software.

EAM software implementations are complex undertakings that involve input from multiple departments and have to be carefully managed to ensure project success. In preparation for the implementation of the new EAM software, staff reached out to Carollo Engineers, Inc, and specifically Dan Baker, to provide a proposal for Project Management (PM) Services. He is very familiar with the District's technical systems, having been involved in many projects for the IT and Engineering department for the past 15 years. Mr. Baker was instrumental in the RFP process for the Engineering

department's Permitting software and continues to provide support as a technical advisor on the implementation of the software. Additionally, Mr. Baker has extensive experience with Asset Management and CMMS implementations, having been involved in 20 implementations over the last 20 years.

Because of his past experience working with the District, familiarity with District staff and resources to keep the project on track, as well as his experience of implementing EAM systems, staff recommends Carollo Engineers, Inc for Project Management services for the Nexgen EAM implementation.

Staff presented this item at the October 19, 2022 study session and recommends award of a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$106,500. This item, including overhead of \$533, totals \$107,033.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget – Yes

Originated by: M. Armstrong – Strategic Programs

Reviewed by: Art Landeros/Scott Thompson – Finance

Attachments:

Professional Services Agreement

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
PROJECT MANAGEMENT SERVICES FOR THE ENTERPRISE ASSET MANAGEMENT
SYSTEM (EAMS) IMPLEMENTATION**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____, by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 ("District") and Carollo Engineers, Inc., a Corporation, with its principal place of business at 5355 Mira Sorrento Place, Suite 270, San Diego, CA 92121 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Project Management Services for Enterprise Asset Management System (EAMS) Implementation services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the Project Management Services for Enterprise Asset Management System (EAMS) Implementation services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional IT Program Management consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from October 27, 2022 to June 30, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services

set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500.00) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Dan Baker.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of

Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. The District hereby designates Jase Warner, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates Dan Baker, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its

directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(f) All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

(g) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(h) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII or equivalent, or as otherwise approved by the District.

3.6.4 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

3.6.5 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans,

specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: Jase Warner
Email: jwarner@evmwd.net

CONSULTANT:

Carollo Engineers, Inc.
5355 Mira Sorrento Place, Suite 270,
San Diego, CA 92121
Attn: Dan Baker
Email: Dbaker@carollo.com

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.10.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON THE FOLLOWING PAGE

**EXHIBIT A
SCOPE OF SERVICES**



5355 Mira Sorrento Place, Suite 270, San Diego, California 92121
P. 858.505.1020 F. 858.505.1015

October 4, 2022

Mr. Jase Warner
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92531

Subject: Project Management Services Proposal for Enterprise Asset Management System Implementation

Dear Mr. Warner:

Carollo Engineers, Inc. (Carollo) is pleased to provide you with the attached Scope of Services and Fee Proposal to provide project management services for the implementation of a new Enterprise Asset Management System (EAMS) for the Elsinore Valley Municipal Water District (District). As you are aware, Carollo has provided similar information technology (IT) consulting services for water and wastewater agencies throughout the United States and has a proven track record in working with the District on several previous technology planning and implementation projects.

For this effort, we are proposing to provide the District with project management support services for the implementation of the District's EAMS based on the NEXGEN Asset Management software. Carollo's support resources will primarily consist of myself, Dan Baker, with additional specialty resources to be provided as required, based on the needs of the District. Carollo understands that our role on this project is to serve as the District's Project Manager (PM) and primary communication channel for NEXGEN, working with District operations, engineering, information technology and other management staff, to enable an implementation process that is collaborative, efficient, and ultimately successful.

We are excited to continue our work with the District, and we would like to thank you for your confidence in Carollo to provide excellent PM support for this important information technology project. Please don't hesitate to contact me with any questions or comments on the attached scope and fee proposal.

Sincerely,

CAROLLO ENGINEERS, INC.

Daniel P. Baker
Vice President

Exhibit "A"

Mr. Jase Warner
Elsinore Valley Municipal Water District
October 4, 2022

Project Management Support for Enterprise Asset Management System (EAMS) Implementation Scope of Services

Overview

Elsinore Valley Municipal Water District (District) has selected a new Enterprise Asset Management System (EAMS) and is now embarking on the implementation of the NEXGEN asset management software with configuration and integration services provided by NEXGEN. The District has requested the services of Carollo Engineers, Inc. (Consultant) to support the EAMS implementation with overall project management (PM) services to ensure the project is a success.

In support of the EAMS implementation, the Consultant will assist in managing and monitoring the project efforts to meet its goals and objectives, while meeting targets for schedule, budget, quality, and end user satisfaction. The subtasks below describe the major activity areas that are intended to be provided under this Scope of Services, in order to meet the needs of the District. All PM support services provided by the Consultant will be coordinated with the District's Director of Operations and supportive of the District's EAMS stakeholders from operations, engineering, finance, information technology, and other related groups within the District.

Project Management and Monitoring

Consultant will assist in providing overall project management, administration, and monitoring for the EAMS implementation project over the duration of the system implementation, which is currently estimated at 14 months. This includes review of schedule, budget, and scope for the EAMS implementation project, and project support for NEXGEN to coordinate meetings, tasks, and deliverable reviews with District staff. Some of the specific tasks included in the project management effort are anticipated to include the following:

- Review of baseline schedule for the project, schedule updates, and progress toward schedule milestones as provided by NEXGEN.
- Review of baseline budget for the project, expenditures, and progress toward financial milestones.
- Review and monitor NEXGEN contract towards successful completion of the scope of services and deliverables.
- Serve as the District's project manager/coordinator for weekly NEXGEN project communication meetings to coordinate schedules, tasks, and resources.
- Assist in coordinating internal review meetings with District staff, based on availability of resources and in order to meet project schedules.
- Review of NEXGEN invoices to confirm requested payments match actual progress completed, prior to recommending approval to the District for payment processing.
- Review of all requested changes to software licensing and implementation support services contracts, scopes, and deliverables.
- Support maintenance of project documentation in accordance with standard file structure, document naming conventions, and District-standard document management processes.

Exhibit "A"

Mr. Jase Warner
Elsinore Valley Municipal Water District
October 4, 2022

Project Communications and Reporting

Consultant will support timely and effective communications on the EAMS implementation project with District staff, the software vendors, and other consulting resources. Under this task, Consultant will assist in preparing materials (e.g. agendas, presentations, reports) and support District staff in communicating and reporting to the District's Board and other stakeholders. As related to the EAMS implementation, Consultant will attend meetings with internal District staff to communicate the progress and planned activities for the project. Consultant will support the preparation of regular progress reports that detail the activities and progress towards schedule, budget, and scope for the EAMS implementation project.

Business Requirements Definition and Validation

Under this task, Consultant will provide assistance to the District and support to NEXGEN in the business analysis process and development of the requirements that define the EAMS configuration. Specific tasks that may be included in this effort include assistance with user requirements definition, business process mapping, system configuration validation, data interface design, and post-deployment adoption confirmation. Consultant will support meetings with District staff and NEXGEN consultants to gather information and define the configuration to support District work order, maintenance, and asset management activities.

General Support

Consultant will provide general information technology support for the District in requirements definition, configuration, testing, and post-deployment phases of the EAMS project. These activities will be directed by District IT staff in areas which effectively support NEXGEN's EAMS implementation activities. Examples of the support to be provided under this general task may include data extraction, conversion, and migration; workflow configuration and programming; reports development and formatting; and process automation and improvement.

Fee Estimate

Carollo's fee estimate to provide up to 336 hours total (average 24 hours per month) of information technology support services for the EAMS implementation for the anticipated 14 month project duration from January 1, 2023 through March 1, 2024 is \$106,500, which includes labor, expenses, and other direct costs. All fees will be invoiced as expended, up to the total not-to-exceed contract amount. A detailed fee sheet is attached to this proposal.

Exhibit "A"



FEE PROPOSAL

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PM SUPPORT SERVICES FOR EAMS IMPLEMENTATION

TASK	Senior Professional	Total Hours	Total Labor	Other Direct Costs ¹	Task Total
Project Management Support Services	336	336	\$ 100,800	\$5,700	\$ 106,500
TOTAL HOURS	336	336			
RATE	\$ 300				
TOTAL COST	\$ 100,800		\$ 100,800	\$ 5,700	\$ 106,500

Notes:

1. Other direct costs include estimates for travel and subsistence, project equipment communication expense (PECE), and other miscellaneous non-labor costs.



Elsinore Valley Municipal Water District

**Sole Source/No Substitute-Single Source
Justification**

Contract/RSS No.: 1200	Date: 10/07/22
Vendor Name: Carollo Engineers, Inc.	Estimated Dollar Value: \$106,500
Item(s)/Service(s) being acquired:	
Project Management Services for Nexgen EAM software implementation	

Please check all applicable categories below and provide additional information where indicated:

- Non-competitive: product or service is only available from one manufacturer or designated sales/service representative. The item(s) or service(s) has unique design and/or performance specifications that have not been found in similar products.
- Product Testing/Validation: This product is requested in order that a field test, pilot test, or experiment may be made to determine the product’s suitability for future use.
- District Standard: The requested product or service has been selected and approved by the District for exclusive use based on factors including cost, safety, implementation/training, substantial customer impact or compatibility with other District systems and equipment. District Standards must be approved by the General Manager or designee.
- Emergencies: conditions as defined in section 1509A that make a competitive purchase unfeasible.
- Follow-up Service: Only one vendor is able to make on-call repairs at a particular location and/or vendor previously inspected the product and it is impracticable/uneconomical to have another vendor to perform the service.
- General Manager Exemption: Pursuant to California Contract Code section 4525 and 4526, professional services may be awarded without bidding provided a fair and reasonable price was properly determined. Must be approved by the General Manager or his/her designee.
- Other: explain in detail why this vendor is the only source able to provide this product/service (may require legal review).

Additional information/comments:

District staff reached out to Dan Baker with Carollo engineers, Inc. to provide Project Management services during the Nexgen EAM software implementation. He is very familiar with the District, having been involved in many projects for the District for the past 15 years, such as the initial Lawson ERP implementation. Mr. Baker was instrumental in the RFP process for the Engineering department’s permitting software and continues to provide support as a technical advisor on the implementation of the software, which is currently underway. Additionally, Mr. Baker has extensive experience with Asset Management and CMMS implementations, having been involved in 20 implementations over the last 20 years.

Please note:

- To the extent the item involves a public works project, not all of the above categories satisfy the requirements Public Contract Code section 3400. In addition, section 3400 requires specific language to be included in the contract documents.
- To the extent an item is involved with a grant project, not all of the above categories satisfy the requirement of CFR 200.318. In addition, CFR section 200.318 requires specific language to be included in the contract documents.

Attach to contract electronically (preferred). Use additional attachments if necessary. Requisition Sole Source should be completed and submitted electronically through Infor CSF requisition entry module.

Completed by: M. Armstrong *Margie Armstrong* Date: 10/07/22 October 11, 2022

Approved By: *[Signature]* Date: October 11, 2022

Purchasing: Natalie Dee Date: October 11, 2022



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 10, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: APPROVAL OF THE PURCHASE OF LICENSE SUBSCRIPTIONS AND IMPLEMENTATION SERVICES OF NEXGEN ENTERPRISE ASSET MANAGEMENT (EAM) SYSTEM

STRATEGIC GOAL

Maintain and Upgrade Technology
Maintain and Upgrade Infrastructure

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve a Professional Services Agreement with Nexgen Asset Management for implementation services in the amount of \$856,592;
2. Authorize \$4,283 for overhead and \$257,373 for staff time;
3. Authorize the total expenditure amount of \$1,118,248 to the Capital Improvement Fund;
4. Approve a 5-year Software Subscription with Nexgen Asset Management in the amount of \$552,563; and
5. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

In March 2019, the Board approved a Professional Services Agreement (PSA) for the development of the first phase of an Asset Management Plan (AMP). The first phase consisted of the completion of four specific tasks which created the initial framework of the District's future AMP. The four specific tasks are as follows:

- Asset Categorization
- Risk Prioritization Plan
- Development of Capital Replacement Budget
- Software Evaluation

The efforts in the first phase were completed and presented to the Board at a Study Session in May 2020. The software evaluation task identified gaps in the configuration of the District's current EAM software which led to inconsistencies of usage in the various departments. These inconsistencies and the system configuration resulted in limitations on data extraction and reporting functions. The District has utilized the current software for many years, and currently, this software is not a product of choice for asset strategy development. Additionally, reconfiguration of the existing software will take the same amount of effort as implementing a new software.

In order to move forward with the next phases of the AMP, it is important that the District has the right EAM tool to house and build on all the asset maintenance information which will be utilized to develop the next stages of the AMP. The first phase project report also recommended that the District procure a new EAM solution that can integrate with all the other systems currently in use. It was also recommended the new software should be more intuitive and flexible than the existing software. These recommendations will ensure a new software that is more user-friendly, which is of paramount importance for a successful software implementation.

In October 2020, the Board approved a PSA for a consultant to help the District with the evaluation and selection of a new EAM solution. The tasks under this project includes:

- Performing a needs assessment for a new CMMS solution
- Reviewing existing District systems and business practices
- Developing an EAM implementation plan
- Assisting in EAM RFP development and proposal evaluation
- Supporting EAM software demos and contract negotiation

In October 2021, the District posted a Request for Proposal (RFP) for a EAM software and implementation services utilizing PlanetBids. Seven firms responded to the RFP by the deadline. Staff reviewed the proposals based on the following predetermined evaluation criteria: Qualifications/Experience, Project Approach, Scope of Work & Schedule, Cost, and Overall Quality of the Proposal.

Among the seven proposals received, staff selected three firms to demonstrate their software and capabilities: Mentor, Nexgen, and TruPoint. Each of the product demonstrations were scheduled for eight hours. Staff members from Operations, Strategic Programs, Information Technology, Finance, Engineering, and Water Resources participated in the demonstrations, which also allows staff to ask questions related to the software capabilities. Each participating staff weighed in on the final evaluation and the vast majority of the staff concluded that Nexgen has the best and most user-friendly software.

The EAM software license agreement includes the subscription of software licenses with renewals and support for five years, effective after implementation of the software is completed. The PSA includes implementation services, staff training, and post “go-live” support. The project duration will be approximately 18 months, with a go live date in the summer of 2024. During this time, staff will work with Nexgen to add all sites, assets, condition ratings, preventative maintenance intervals, staff, equipment, and materials costs information, and preferred workflow settings to the software. Additionally, some data will be migrated from the existing CMMS system to preserve valuable asset history.

Next steps of the AMP will be the selection and implementation of a Decision Support System (DSS). Nexgen has this functionality, however, staff will evaluate others to ensure that it has the most robust system on the market. The DSS will utilize the maintenance, labor and material cost, and asset condition data housed in the Nexgen EAM system to compile long term asset maintenance and replacement strategies. After three to five years of consistent capturing of data in the EAM system, the DSS will be able to provide a projected long-term Operations and Maintenance and Capital Replacement budget, and the benefits of the asset management strategy will begin to be realized.

The Software License Subscription is \$552,563 for a 5-year period. The first year of subscription dues is payable after the implementation is completed, anticipated to be in the second quarter of calendar year 2024. The cost of the software subscription will be incorporated in FY 2024 and future Operating Budgets.

Staff presented this item at the October 19, 2022 Study Session and recommends approval of a Professional Services Agreement for (1) the purchase of 5 year software license subscription and (2) software implementation services with Nexgen Asset Management in the amount of \$856,592. This item, including overhead of \$4,283 and staff time (2,325 hours) & fringe benefits of \$257,373, totals \$1,118,248.

ENVIRONMENTAL WORK STATUS

Not Applicable

FISCAL IMPACT

Within Budget – Yes. Annual software license subscription fees will be incorporated into future Operations and Maintenance budgets.

Originated by: M. Armstrong – Strategic Programs

Reviewed by: J. Warner – Operations, Art Landeros/Scott Thompson - Finance

Attachments:

Professional Services Agreement

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**
Enterprise Asset Management (EAM) Software & Implementation

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____, 2022 (“Effective Date”) by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“District”) and NEXGEN Asset Management, a Nevada corporation with its principal place of business at 4010 Lennane Drive, Sacramento, CA 95834 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Project.

District desires to engage Consultant to provide its suite of software programs known collectively as NEXGEN Asset Management (“Programs”) to support its asset management program that includes public water service, water supply development and planning, wastewater treatment and disposal, and recycling. District further desires to engage Consultant to provide the required professional services to configure and implement the Programs for use in live production by District (“Project”) as set forth in this Agreement.

2.2 Consultant.

Consultant desires to provide the Programs and perform and assume responsibility for the provision of certain software and professional services required by the District to configure and implement the software on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing software and services related to the implementation and use of asset management software by public agencies in the State of California and is familiar with the requirements of the District.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant will license the Programs to District subject to the terms and conditions set forth in this Agreement and the Software License Terms that are attached to this Agreement as Exhibit “C”. The scope of services (“Services”) to be provided by Consultant in connection with the installation, configuration, implementation and training for the Programs is set forth on Exhibit “A” attached hereto and by this reference incorporated herein (“Scope of Work”). Consultant warrants that it will perform the Services as set forth herein and in the Scope of Work in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from the Effective Date and shall continue until the later of the completion of all Services or for so long as District is licensing

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the Programs from Consultant unless earlier terminated as provided herein. Consultant has provided fixed fees for the Programs for a term of five (5) years. Consultant shall complete the Services within the schedule set forth in Section 3.1.3. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Project Schedule. Consultant shall perform the Services expeditiously in accordance with the Project Schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Project Schedule.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement for the amount set forth in the Scope of Work. The total compensation shall not exceed Eight hundred fifty-six thousand five hundred ninety-two and zero cents (\$856,592.00) for Services or five hundred fifty-two thousand five hundred sixty-three and zero cents (\$552,563.00) for Programs licensing over a period of five (5) years without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The fees for the annual license of the Programs will be as set forth in the Software License Terms.

3.2.2 Payment. Consultant shall submit to District an invoice which indicates the completion of each payment milestone as set forth in the Scope of Work. The statement shall describe the milestones completed and the District's acceptance thereof as set forth in Section 3.2.3. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. The initial annual license fee for the Programs will be payable on final configuration as described in Exhibit "A".

3.2.3 Acceptance Testing. All deliverables for each payment milestone shall be subject to acceptance testing by District to verify, to its reasonable satisfaction, that each deliverable conforms to the requirements of a particular phase or milestone as set forth in the Scope of Work or with respect to the Programs, that it substantially provides the functional capabilities and conforms to the specifications set forth in the Programs documentation. Acceptance testing with respect to Programs implementation milestones will not begin for any deliverable until sufficient data, as reasonably determined by District, has been converted and loaded into the Programs or component thereof to enable District to test the functionality of the Programs or any component thereof in a test environment that approximates a live production environment. If District determines that any Programs deliverable or Services do not conform with the foregoing requirements, District shall promptly deliver to Consultant a notice of non-conformity, and Consultant shall work diligently to correct all nonconformities at no additional expense to District by issuing one or more error corrections or re-performing the defective Services. Each error correction shall be subject to additional acceptance testing by District. Notwithstanding the acceptance of any deliverable by District, such deliverable shall remain subject to the warranty obligations of District for the term of this Agreement.

3.2.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.5 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement as set forth

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in the Scope of Work. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District's office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with

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all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) **Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 **Safety.** Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.4 Representatives of the Parties.

3.4.1 **District's Representative.** The District hereby designates Jase Warner, Director of Operations, or his designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 **Consultant's Representative.** Consultant hereby designates Vincent Yee, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers,

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and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault

3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest

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versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Cyber Risk Coverage. Third party cyber liability insurance covering data breach, loss of data, the introduction of malware, ransomware and cost of compliance with federal and state disclosure and privacy requirements in the event of the release of personally identifiable information. Consultant will maintain cyber liability coverage with limits not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

(f) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if

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agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(g) All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

(h) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(i) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by the District.

3.6.4 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

3.6.5 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.7 Data Security.

3.7.1 For purposes of this Section 3.7, the following definitions apply:

"Data Breach" means the unauthorized access by a non-authorized person that results in the use, disclosure or theft of District Data.

"District Identified Contact" means the person or persons designated in writing by the District to receive Security Incident or Data Breach notification.

"Security Incident" means the potentially unauthorized access by non-authorized persons to District Data that Consultant believes could reasonably result in the use, disclosure or theft of District Data within the possession or control of Consultant. A Security Incident may or may not turn into a Data Breach.

3.7.2 The Programs and Services will be provided in accordance with the security protocols that are set forth in the security policy of Consultant that has been provided by Consultant to District ("Security Policy"). The Security Policy sets forth the minimum level of encryption, intrusion detection and data protection that is provided for the Programs and Consultant will not make any change to the Security Policy during the terms of this Agreement that would provide less rigorous protection. Notwithstanding any term of the Security Policy, all District Data will be encrypted while in transit and while at rest or in storage on Consultant's servers. All connections between District and Consultant where Consultant employees or contractors have access to the District's network or District Data while providing Services will be secured using a virtual private network or similar protocol in accordance with District's security policy for network access. District Data that is stored by Consultant will only be stored on servers which are located in the United States of America. Consultant shall not allow its personnel or contractors to store District Data on portable devices. Consultant shall permit its personnel and contractors to access District Data remotely only as required to provide the Services or to provide technical support.

3.7.3 Consultant shall inform the District of any Security Incident or Data Breach in accordance with the following protocols:

(a) Consultant may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Agreement. Discussing Security Incidents with the District should be handled on an urgent as-needed basis, as part of Consultant communication and mitigation processes as mutually agreed upon, defined by law or contained in this Agreement.

(b) Consultant shall report a Security Incident to the appropriate District Identified Contact immediately.

(c) If Consultant has actual knowledge of a confirmed Data Breach that affects the security of any District Data, Consultant shall (1) promptly notify the appropriate District

Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

(d) Consultant shall (1) cooperate with the District as reasonably requested by the District to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

(e) Unless otherwise stipulated, if a Data Breach is a direct result of Consultant’s breach of its contractual obligation to secure District Data in accordance with this Agreement and the Security Policy or otherwise prevent its release, Consultant shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$225 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Consultant based on root cause.

3.8 Service Level Requirements.

The bandwidth and network availability for the Programs shall be as follows:

<u>Availability</u>	<u>Service Level Credit</u>
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% off the monthly prorated subscription fee
98.999% - 98.500%	10% off the monthly prorated subscription fee
98.499% - 95.000%	15% off the monthly prorated subscription fee
Below 95.000%	20% off the monthly prorated subscription fee

3.9 Termination of Agreement.

3.9.1 Termination for Default. Subject to the right to cure contained in Section 3.9.2, the District may terminate this Agreement in whole or in part, at any time that the District determines that Consultant is in material default of its obligations under this Agreement. Termination for default is effective on the date specified in the District’s written notice of default. A termination for default shall be deemed a termination for convenience if the termination for default is later found to be without justification.

3.9.2 Cure. Consultant shall have a period of thirty (30) days following a written notice of default to either cure such default or if such default cannot be cured within such period,

to provide evidence satisfactory to District, in its sole discretion, that Consultant is taking action to cure such default.

3.9.3 Termination for Convenience. This Contract may be terminated by the District, in whole or in part, upon thirty (30) days written notice to Consultant, when the District determines this to be in its best interest. The termination for convenience is effective on the date specified in the District's written notice. Contractor will be paid for all Programs and Services provided through the date of termination.

3.9.4 Use of Programs. If there is a termination for any reason, the District shall have the right to elect to (i) continue use of the Programs for the remainder of the period in which District has paid the license or subscription fee to Consultant; or (ii) discontinue use of such Programs in exchange for a proportional refund of such license or subscription fee.

3.10 Ownership of Materials and Confidentiality.

3.10.1 District shall be the owner of all data that is used, stored or processed by Consultant in connection with the Programs ("District Data") and Consultant shall not disclose, share, sell or otherwise make any use of such data except in the performance of its obligations under this Agreement. For the avoidance of doubt, District Data includes all data created or in any way originating with the District, or is collected by Consultant on behalf of the District, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the District as part of the Programs, or is collected by the Consultant on behalf of the District in connection with the Programs, whether such data or output is stored on the District's hardware, Consultant's hardware or exists in any system owned, maintained or otherwise controlled by the District or by Consultant. Consultant will deliver to District a full copy of all District Data that is stored by Consultant or held in any database in connection with the Programs within five (5) days of District's request, including within ninety (90) days following the termination of this Agreement. Furthermore, at the request of District, Consultant shall further destroy all copies of the data that are in Consultant's possession.

3.10.2 The storage and handling of District Data by Consultant is as a service of Consultant on behalf of District and it is not intended that the performance of the obligations of Consultant pursuant to this Agreement will be subject to the California Consumer Privacy Act as currently in effect. Consultant will cooperate with District to ensure that the storage and handling of District Data remains in compliance with any privacy requirements that are applicable to the District.

3.10.3 Consultant shall remain the sole owner of the Programs and any of Consultant's intellectual property that is associated with the Programs and the performance of any of the Services.

3.11 Subcontracting/Subconsulting.

3.11.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.12 General Provisions.

3.12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: General Manager

CONSULTANT:

NEXGEN Asset Management
4010 Lennane Drive
Sacramento, CA 95834
Attn: Vincent Yee

Such notice shall be deemed made when personally delivered or when sent via overnight courier, upon receipt. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.12.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District’s Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.12.4 District’s Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.12.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.12.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.12.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.12.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.12.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.12.10 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.12.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.12.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.12.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.12.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.12.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.12.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.12.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.12.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.12.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.12.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

****SIGNATURES ON NEXT PAGE****

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
Enterprise Asset Management Software & Implementation**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____
Greg Thomas, General Manager

Dated: _____

Approved as to form:

Best, Best, & Krieger, General Counsel

NEXGEN ASSET MANAGEMENT

By: Vincent Yee

Vincent Yee, President & CEO

Dated: October 14, 2022

**EXHIBIT A
SCOPE OF WORK**

EXHIBIT A - SCOPE OF WORK

Elsinore Valley Municipal Water District

NEXGEN Asset Management Software & Implementation

PREPARED FOR: Jase Warner/EVMWD, Margie Armstrong/EVMWD

PREPARED BY: Vincent Yee/NEXGEN

TOPIC: Software Cost & Implementation Scope of Work

DATE: August 30, 2022

Objective

Elsinore Valley Municipal Water District (EVMWD) is interested in implementing NEXGEN Asset Management software to support its asset management program that includes public water service, water supply development and planning, wastewater treatment and disposal, and recycling. The purposes of this document are to present EVMWD with the implementation approach, cost for the software and implementation services.

Software Cost

The EVMWD is considering the cloud option that will be hosted on Microsoft Azure or Amazon Web Services. The costs include every module on the desktop and mobile applications. The annual maintenance and support fees include all the upgrades and technical support.

Cloud Cost

The software will be hosted by Microsoft Azure or Amazon Web Services. The software cost will be billed when the district goes live on NEXGEN.

Tier	Users	Storage Limit	Data Transfer Limit	FY 2022-2023 Cost (\$)
1. NEXGEN Cloud 360 (3TB/60GB)	50	3 TB	60 GB/Month	\$100,000
2. NEXGEN Cloud 480 (4TB/80GB)	75	4 TB	80 GB/Month	\$130,000
3. NEXGEN Cloud 5100 (5TB/100GB)	100	5 TB	100 GB/Month	\$150,000
4. NEXGEN Cloud 6120 (6TB/120GB)	Unlimited	6 TB	120 GB/Month	\$170,000
5. NEXGEN Cloud Site	Unlimited	Unlimited	Unlimited	\$200,000

5 Year Software Cost

EVMWD selected the 50 users. The following is the 5 year software cost. Year 1 software begins when EVMWD goes live with the software. For example, if EVMWD goes live according to the implementation schedule around end of 2023, Year 1 cost will begin at that time.

Tier	Year 1	Year 2	Year 3	Year 4	Year 5	Total
NEXGEN Cloud 360 (3TB/60GB)	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551	\$552,563

Note that the annual cost could increase no more than 5% a year

Implementation Scope of Work

Task 1. Project Management	
Objectives	The purpose of this task is to manage the project within schedule, budget and delivery.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will provide a project management/coordinator to work with EVMWD staff to coordinate meetings and tasks. 2) NEXGEN will provide and manage the project in zoho.com, a project management web tool.
Activities	<ol style="list-style-type: none"> 1) NEXGEN's project delivery approach will plan, schedule, and deliver a benchmark project on schedule and within budget. 2) Weekly Project Management Team meetings with EVMWD Project Management Team and NEXGEN Project Manager to track project delivery.
Deliverables	<ul style="list-style-type: none"> • Project Kickoff Meeting. Project Status Monitoring & Progress Reporting • Develop a Project Management Plan that will include <ul style="list-style-type: none"> ○ Project Work Plan with tasks, deliverables and schedules that will be configured in zoho.com ○ Quality Management ○ Change Management ○ Staffing Management ○ Communication Plan ○ Risk Management • Project work plan with tasks and schedules. • Project delivered within budget and schedule. • Meeting agendas, minutes and action items.

Task 2. Implementation Plan	
Objectives	The purposes of this task are to develop the implementation strategy & schedule that fits the EVMWD's user requirements and business processes.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD's teams and user groups will be available to participate in the workshops to develop the implementation strategies. 2) EVMWD will provide existing data for NEXGEN to review. 3) EVMWD will provide existing business process maps in (MS Visio format) required to support workflows.
Activities	<ol style="list-style-type: none"> 1) We will meet with users (specific to AM functionalities) to identify functional requirements of AM, based on their user needs. Desired functionalities of AM will drive the configurations. 2) Document the EVMWD's AM functional requirements & acquire validation from staff. 3) Review and potentially edit EVMWD provided business processes to support NEXGEN functional workflows. 4) Review existing data and develop a data conversion plan. 5) Develop an implementation strategy that is accepted by the EVMWD.
Deliverables	<ul style="list-style-type: none"> • Technical memorandum summarizing the implementation strategy that includes the approach, user requirements and updated mapped business processes.
Task 3. Data Security Plan	
Objectives	The purpose of this task is to develop a data security plan that complies with EVMWD's and ISO 270001 requirements.
Assumptions	1) NEXGEN is ISO 270001 certified and will be using the ISO 270001 as a baseline source for data security requirements. Per ISO 270001 Compliance, NEXGEN has already established a data security plan that will be amended to fit EVMWD's requirements.
Activities	<ol style="list-style-type: none"> 1) Develop a data security plan that is in compliance with ISO 270001 and the EVMWD's requirements. 2) NEXGEN shall develop an initial disaster recovery plan and conduct disaster recovery test and exercise activities as outlined and scheduled in the disaster recovery plan - for each exercise and test so conducted, NEXGEN shall produce a report (after action report) that includes at a minimum: <ol style="list-style-type: none"> a) Overview of the test and exercise, name of exercise and test, type of exercise, start date and end date, duration, location, sponsor, primary capabilities being tested, scenarios being tested, exercise planning team and participating organization(s) b) Summary of results from the exercise and test

	<ul style="list-style-type: none"> c) Analysis of capabilities - for each capability being tested, activities performed as part of the exercise, expected result & actual result, observations, analysis and recommendations d) Improvement Plan, if necessary, with appropriate ownership, due dates and status tracking for improvement actions
Deliverables	<ul style="list-style-type: none"> • Data Security Plan that is in compliance with ISO 270001.
Task 4. System Configuration	
Objectives	The purpose of this task is to configure the NEXGEN AM to support EVMWD's user needs, functional requirements and asset management best practices.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will provide completed spreadsheets for configurations that will include the following: <ul style="list-style-type: none"> a) Users and security groups with rights. b) Employee names, user logins, billable rates, emails and mobile numbers c) Equipment numbers, names and billable rates d) Work flows e) Notification requirements. f) Departments and divisions. g) Service request types and priorities organized by department and divisions. h) Work order types, tasks, causes and resolutions by department and divisions.
Activities	<ol style="list-style-type: none"> 1) We will configure the NEXGEN AM to support the user requirements and business processes. 2) We will create users, user groups, security rights and notifications based on the business process workflows and requirements. Develop departments and divisions that optimize the workflows. We have assumed that EVMWD will provide a list of users, user groups and notification workflows for configuration. 3) We will configure all the service requests and work order pull down menus that include service request types, work order tasks, cause and resolution. Configure cascade of service request types and work order tasks to departments and divisions. 4) Configure the EVMWD's preventive maintenance programs based on the EVMWD's current preventive maintenance with assets, schedules, frequencies, checklists (standard operating/maintenance procedures). It is assumed that the EVMWD will provide the preventive maintenance configurations in a spreadsheet with associated checklists.

	5) Setup notifications for EVMWD's work flows and business processes. Set up notifications content for alerts, emails and text messages.
Deliverables	<ul style="list-style-type: none"> Optimized system configurations and custom reports.
Task 5. Data Migration	
Objectives	The purpose of this task is to migrate EVMWD's existing legacy CMMS asset inventory and work order histories into NEXGEN AM.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will provide vertical asset inventory data from existing CMMS. Any other assets that are not in the CMMS will be provided in a spreadsheet format arranged by locations and classes. 2) EVMWD will provide work order histories from existing CMMS. We have assumed that the EVMWD will "clean up" the work orders histories before data migration. Clean-up efforts include making sure the data is complete and removal of duplicates, especially the configurations of Work Order Tasks and Checklists.
Activities	<ol style="list-style-type: none"> 1) Work with the EVMWD to identify asset inventory from the EVMWD's existing CMMS to be migrated into NEXGEN. The EVMWD may need to allocate some time to "clean up" any asset inventory data prior to migration. We have assumed that the EVMWD will provide the complete set of asset inventory with unique asset numbers and attributes to be migrated into NEXGEN. 2) Work with the EVMWD to review historical work orders and map out the fields to be migrated into NEXGEN. The EVMWD may need to allocate some time to "clean up" any work order tasks, causes and resolutions prior to migration. 3) EVMWD to review and test the data migration. NEXGEN to modify any necessary changes from testing results. 4) EVMWD to sign off approving the completion of the data migrations.
Deliverables	<ul style="list-style-type: none"> Populated data into NEXGEN AM.
Task 6. System Integration	
Objectives	The purposes of this task are to integrate NEXGEN AM with EVMWD's SCADA, Digalert 811, ESRI GIS, Infor CloudSuite and Active Directory Federation Services.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will ensure that the GIS attributes will include fields to map to the asset hierarchy locations and classes. 2) EVMWD will ensure that all assets in GIS have unique asset numbers in the attributes. 3) EVMWD will be responsible for configuring the EVMWD's GIS with gradual content zoom and the symbology of asset classes. 4) NEXGEN uses API for integrations. The EVMWD will be responsible for the 3rd party vendor API that will meet the EVMWD's integration requirements.

	5) This integration task is to develop the scripts for the integrations. The annual maintenance fee is to monitor, maintain and support the integrations.
Activities	<p>1) NEXGEN will have a one-way integration with the EVMWD's SCADA where asset inventory and run times will be pushed into NEXGEN daily to trigger preventive maintenance activities. EVMWD will be responsible for working with its SCADA team to develop the script to publish the required information on a periodic basis so NEXGEN can access the data.</p> <p>2) NEXGEN has a prebuilt integration with USA 811 where underground service alert requests in digalert will automatically generate a service request in NEXGEN for EVMWD staff. Completed digalert requests will be updated into USA 811.</p> <p>3) NEXGEN is seamlessly integrated with the EVMWD's ESRI ArcGIS (GIS). We will map the layers and attributes in the GIS with NEXGEN's asset hierarchy locations and classes so updates with the GIS will automatically reflect in the NEXGEN AM software.</p> <p>4) NEXGEN will integrate with the EVMWD's Infor Cloudsite. Employee information (hourly rates, titles) will be pushed from Infor Cloudsite to NEXGEN. We have assumed that Infor Cloudsite will provide the integration API for these integration requirements. We have also assumed that EVMWD will coordinate with Infor Cloudsite to acquire the integration API at EVMWD's expense.</p> <p>5) NEXGEN's mobile applications can utilize mobile devices for scanning QR or barcodes. EVMWD can choose to use an external hand-held scanner without any additional integration with NEXGEN.</p> <p>6) NEXGEN has a prebuilt integration with Active Directory Federation Services (ADFS). EVMWD will provide the ADFS URL and NEXGEN will pull user logins and emails for single sign on.</p>
Deliverables	<ul style="list-style-type: none"> NEXGEN AM integrated with EVMWD's SCADA, Digalert 811, ESRI GIS, Infor Cloudsite and Active Directory Federation Services.
Task 7. Configuration Documentation	
Objectives	The purpose of this task is to document the workflows, configurations, data models, integration scripts and data directories.
Assumptions	1) The configuration document will be a living document that will be stored in NEXGEN Document Library for easy access and update.
Activities	<p>1) Develop end user documentation that includes the following:</p> <ul style="list-style-type: none"> a) Business process maps for workflows and quick reference guides. b) Configurations that include users, user groups, user roles, work order types, work order tasks, preventive maintenance program. c) Integration scripts and stored procedures for system interfaces with 3rd party software.

	<p>d) Data models including entity relationship diagrams</p> <p>e) Data dictionary and directories.</p>
Deliverables	<ul style="list-style-type: none"> Documentation of the workflows, configurations, data models, integration scripts and data directories.
Task 8. System Testing	
Objectives	The purposes of this task are to test the system, resolve issues and optimize configurations.
Assumptions	1) EVMWD will assign an individual(s) to perform the system testing. If EVMWD chooses the Locally Hosted option, we have assumed that EVMWD IT staff will be available to help perform the system testing.
Activities	<ol style="list-style-type: none"> 1) Provide limited EVMWD staff with a system testing plan of the desktop and mobile software. 2) Concerted effort of the EVMWD and NEXGEN staff to stress test the system during a 2-week testing period. 3) Provide support to resolve any issues or questions during the 2-week testing period. 4) Modify any configurations necessary to optimize work flows. 5) EVMWD to sign off on the system testing upon acceptance.
Deliverables	<ul style="list-style-type: none"> System tested and accepted.
Task 9. User Acceptance Testing	
Objectives	The purposes of this task are for the user acceptance testing, resolve issues and optimize configurations.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will identify user acceptance testing team and allocate resources for the team to test during the 2-week period. 2) EVMWD will assign a main point of contact to document user acceptance testing improvement ideas. 3) NEXGEN will provide resources during user acceptance testing to resolve any bugs or software configuration issues.
Activities	<ol style="list-style-type: none"> 1) Provide EVMWD staff with a testing plan of the desktop and mobile software. Remote web training on the testing plan and process. 2) EVMWD staff field testing the system during a 2-week testing period. 3) Provide support to resolve any issues or questions during the 2-week testing period. 4) Modify any configurations necessary to optimize work flows. 5) EVMWD to sign off on the user acceptance testing.

Deliverables	<ul style="list-style-type: none"> User acceptance tested and accepted.
Task 10. Reporting	
Objectives	The purposes of this task are to develop custom reports, GIS queries and dashboard configurations.
Assumptions	<ol style="list-style-type: none"> EVMWD will identify up to 10 custom reports with details on the fields. EVMWD will identify required GIS queries.
Activities	<ol style="list-style-type: none"> NEXGEN comes with stock reports, ad hoc and scheduled (push reports) reporting capabilities. We will train EVMWD staff on developing ad hoc reports. We will work with EVMWD staff to schedule reports where it will automatically email reports to individuals based on a specific routine schedule. We will develop up to 10 custom reports. We will work with EVMWD staff to develop or configure 5 GIS queries for map reports. Develop 12 custom dashboards for EVMWD.
Deliverables	<ul style="list-style-type: none"> 10 Custom report development, 5 GIS queries and 12 dashboard configurations
Task 11. Training	
Objectives	The purpose of this task is to provide pre-deployment training.
Assumptions	<ol style="list-style-type: none"> EVMWD will be asked to complete pre-training curriculum online through NEXGEN University. EVMWD will provide training facilities. EVMWD will coordinate and schedule training groups.
Activities	<ol style="list-style-type: none"> Develop training plans for power users, field personnel, adjunct users and system administrators. 40 hours of onsite training for power users 40 hours of onsite training for field personnel. 20 hours of onsite training for system administrators
Deliverables	<ul style="list-style-type: none"> Training plans for each group. 100 hours of onsite training.
Task 12. Production Cut-Over Plan	
Objectives	The purposes of this task are to provide Go Live Procedures and Production Cut-Over Plan to move from EVMWD to NEXGEN AM.
Assumptions	<ol style="list-style-type: none"> EVMWD will coordinate the execution of the Production Cut-Over Plan.

Activities	<ol style="list-style-type: none"> 1) NEXGEN will develop a Production Cut-Over Plan to transition from EVMWD's existing system to NEXGEN AM. 2) Phase 2 remaining work order histories and warehouse inventory counts will be migrated over during the days prior to Go Live.
Deliverables	<ul style="list-style-type: none"> • Production Cut-Over Plan
Task 13. Go Live Support	
Objectives	The purpose of this task is to provide support during Go Live.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will assign an administrator to gather all support questions and tickets during and post go live. 2) EVMWD will enter the support tickets in zohodesk or send support tickets to support@nexgenam.com.
Activities	<ol style="list-style-type: none"> 1) NEXGEN will assign a staff to be dedicated for 40 hours of onsite go live support at go live date. 2) NEXGEN will provide any hands on support as needed during the 1 week Go Live Support.
Deliverables	<ul style="list-style-type: none"> • 40 hours of Go Live Support onsite.
Task 14. Follow Up Support	
Objectives	The purpose of this task is to provide post deployment support.
Assumptions	<ol style="list-style-type: none"> 1) EVMWD will provide training facilities. 2) EVMWD will coordinate and schedule training groups.
Activities	<ol style="list-style-type: none"> 1) Post Deployment training <ol style="list-style-type: none"> a) Weekly web conference call "office hours" after deployment to provide users opportunities to ask questions, acquire additional training and support. b) Post deployment on-site training to provide additional training and transition to support. 2) Post Deployment support and maintenance based on Service Level Agreements.
Deliverables	<ul style="list-style-type: none"> • Post Deployment training <ul style="list-style-type: none"> ○ 8 weekly 2-hour web conference after deployment to provide additional training. (16 hours) ○ 5 days (40 hours) on-site training post deployment to be scheduled after 3 months of deployment. • Support & maintenance based on Service Level Agreements. (40 hours)

Implementation Services Costs

The implementation services cost is \$856,592.

Core Implementation Task	Cost (\$)
1. Project Management	\$114,400
2. Implementation Plan	\$40,832
3. Data Security Plan	\$19,800
4. System Configuration	\$98,560
5. Data Migration	\$62,920
6. System Integration	\$98,560
7. Configuration Documentation	\$62,040
8. System Testing	\$33,000
9. User Acceptance Testing	\$59,840
10. Reporting	\$85,800
11. Training	\$66,440
1. Production Cut Over Plan	\$28,160
2. Go Live Support	\$37,840
3. Follow Up Support	\$48,400
Implementation Services Total =	\$856,592

**EXHIBIT B
PROJECT SCHEDULE**

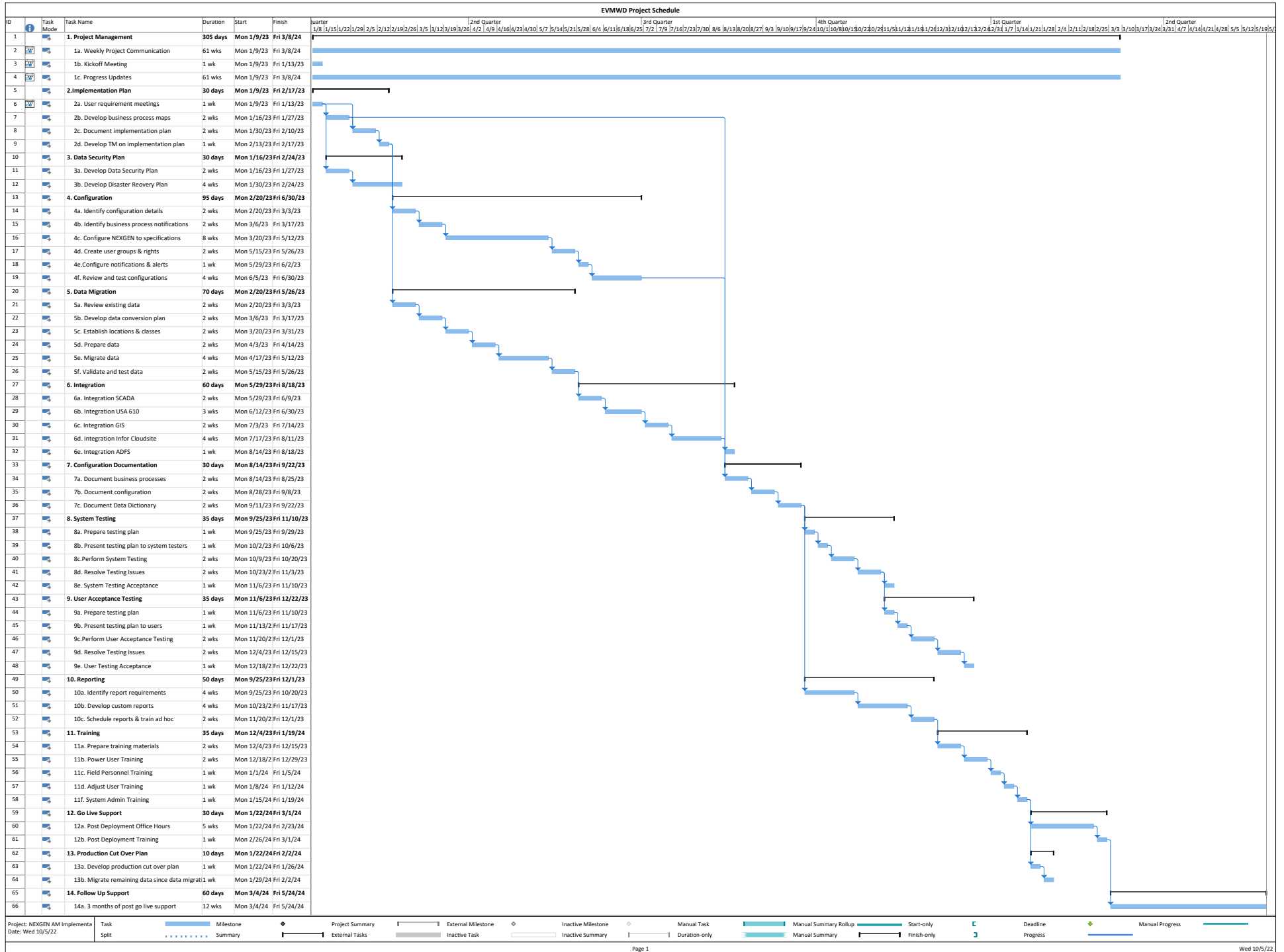


EXHIBIT C
SOFTWARE LICENSE TERMS



EXHIBIT "C"
TO
PROFESSIONAL SERVICES AGREEMENT
SOFTWARE LICENSE TERMS

1. DEFINITIONS

"Agreement" means that certain Professional Services Agreement between NEXGEN and Licensee to which these Software License Terms are attached and into which these Software License Terms are incorporated by reference. All references in this Exhibit "C" to the Agreement are inclusive of the Software License Terms.

"NEXGEN" means NEXGEN Asset Management.

"Licensee" means Elsinore Valley Municipal Water District.

"Program(s)" means the object code version of the software programs and related documentation provided by NEXGEN to Licensee at any time under terms of the Agreement and these Software License Terms.

"Users" means the number of users (i.e., the number of users using the Program at one time) permitted to use a Program.

"Domains" means the number of individual database setups that can be accessed by a Program.

2. LICENSE GRANT

- ☒ License of Program(s). Subject to the terms and conditions of this Agreement, NEXGEN grants Licensee a nonexclusive, nontransferable license to use the object code version of the Program(s) during the term of this Agreement.
- ☒ Limited Grant. Except as expressly set forth in this Section 2, NEXGEN grants and Licensee receives no right, title or interest in or to the Program(s) or any other deliverables provided by NEXGEN in connection with this Agreement.

3. LICENSE RESTRICTIONS

- ☒ No Reverse Engineering. Licensee will not disassemble, decompile, reverse analyze, or reverse engineer the Program(s).
- ☒ No Modification. Licensee will not modify the Program(s), provided, however, that Licensee reserves the right to create custom reports that pull information from the Programs to Licensee's use.
- ☒ No Copying. Licensee will not copy the Program(s), in whole or in part.
- ☒ No Third Party Use. Licensee will not use the Program(s) in any manner to provide services to any third parties.

4. PROPRIETARY RIGHTS

- ☒ NEXGEN Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of NEXGEN.
- ☒ Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of NEXGEN and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. CONFIDENTIAL INFORMATION

- ∞ Definition. "Confidential Information" refers to: (i) the Program(s), including, but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of NEXGEN, including but not limited to any information relating to NEXGEN's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information designated by NEXGEN as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (iv) the terms and conditions and existence of this Agreement.
- ∞ Confidential Information will not include information that: (i) is in or enters the public domain without Licensee's breach of this Agreement; (ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) Licensee develops independently, which it can prove with clear and convincing written evidence.
- ∞ Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance. NEXGEN acknowledges that Licensee is subject to the requirements of the California Public Records Act and the Brown Act and that it may be required to disclose Confidential Information pursuant to such Acts. Licensee will give NEXGEN prompt notice of any request for Confidential Information so that NEXGEN may seek protection of such materials or request the application of an exception to disclosure under the Acts.
- ∞ Injunctive Relief. Licensee acknowledges that NEXGEN is a beneficiary of this Agreement and is specifically a beneficiary of this Section. Licensee further acknowledges that the Confidential Information of NEXGEN includes trade secrets of NEXGEN, the disclosure of which would cause substantial harm to NEXGEN that could not be remedied by the payment of damages alone. Accordingly, Licensee agrees that NEXGEN will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

6. MAINTENANCE AND SUPPORT

Maintenance or support is provided pursuant to the annual license fees set forth in the Agreement. Any new versions or modules of the Programs will be provided to Licensee and are automatically licensed according to provisions of this Agreement.

7. LIMITATIONS OF LIABILITY

- ∞ Except for the obligations of the parties pursuant to Paragraph 5 of these Software License Terms or Section 3.7 or 3.10 of the Agreement, neither NEXGEN nor Licensee will be liable to the other for any Direct, Indirect, Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not the other party has been advised of the possibility of such damage.
- ∞ The parties have agreed that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. TERM AND TERMINATION

- ⌘ Term. The license term for the Programs shall be for the period of one year and shall automatically renew for one year periods during the Term of the Agreement, subject to Licensee's termination rights under the Agreement.
- ⌘ In addition to the termination rights of Licensee pursuant to the Agreement, the Agreement may be terminated by NEXGEN in the event that: (i) Licensee breaches any material term or condition of these Software License Terms or the Agreement and such breach is not cured within thirty (30) days of written notice thereof; (ii) Licensee becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) Licensee becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.
- ⌘ Effect of Termination. On termination of this Agreement, Licensee will immediately return to NEXGEN or (at NEXGEN's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to NEXGEN in writing that it has done so.
- ⌘ Survival. The provisions of Section 3.10 of the Agreement and Paragraph 4 (Proprietary Rights) and 5 (Confidential Information) of these Software License Terms will survive termination of this Agreement for any reason.
- ⌘ Nonexclusive Remedy. The exercise by either party of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 10, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE A CONSTRUCTION FINANCIAL ASSISTANCE APPLICATION FOR THE SEDCO HILLS SEPTIC TO SEWER PROJECT

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Adopt Resolution authorizing the General Manager to sign and file, for and on behalf of Elsinore Valley Municipal Water District, a Financial Assistance Application for CWSRF grant agreement with the SWRCB for the construction of the Sedco Hills Septic to Sewer Project (the "Project"); and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Groundwater Management Plan (GWMP), prepared by Elsinore Valley Municipal Water District (EVMWD) in 2005, identified the impact that nitrate from septic systems may be having on several drinking water supply wells as an important water quality issue. The Groundwater Quality Sampling and Modeling Project was designed to assist in quantifying the magnitude of the septic system influence on the groundwater basin. This information would provide greater perspective for EVMWD decision-making regarding the septic system regulations and how they relate to groundwater management and production.

The modeling results and water quality sampling validated that septic systems impact the groundwater basin and contaminates migrating toward drinking water production wells. In

general, water quality in all wells improves with depth, indicating the influence of land use and most importantly septic system discharges, may have a future impact on our groundwater quality. Based on the modeling results, the removal of the septic systems over a 20 to 40-year period, will produce significantly lower nitrate concentrations than if the septic systems remain in their current use. Furthermore, the analysis showed that early conversion of septic systems in the highest density areas will produce the highest benefit.

The 2016 Sewer System Master Plan recommends EVMWD implement a phased septic system removal program. As part of the phasing, it is recommended that all septic systems in Sedco Hills and the Avenues Areas be converted by the year 2035.

The State of California Water Resource Control Board Division of Financial Assistance contacted EVMWD in May of 2022 about a Clean Water State Revolving Fund grant opportunity to complete the Sedco Hills Septic to Sewer Project. The project consists of converting approximately 750 severely disadvantage single family residential properties currently utilizing onsite septic systems to public sewer.

On November 8, 2018, the Board of Directors adopted a Resolution authorizing the General Manager to sign and file a Financial Assistance Application for CWSRF grant agreement with the SWRCB for the planning of the Sedco Hills Septic to Sewer Project.

With the recent grant funding available for disadvantaged communities; the District submitted a revised planning application for the Sedco Hills project in August 2022. Staff is now recommending that the District move forward with the construction application for the Sedco Hills Septic to Sewer Conversion Project.

Information regarding this effort was provided at the May 18, 2022, Study Session meeting as an informational item. Staff recommends adoption of the Resolution pursuing funding for the construction phase.

ENVIRONMENTAL WORK STATUS

Environmental requirements will be completed during this planning phase.

FISCAL IMPACT

If fully grant funded there should be minimal to no costs associated with this phase of the project to the District nor to the residents.

Originated by: Serena Johns – Grant Administration

Reviewed by: Christy Gonzalez – Administration

Attachments:

Authorizing Resolution

RESOLUTION NO. xx

RESOLUTION OF THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO FILE A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE SEDCO SEPTIC TO SEWER PROJECT

WHEREAS, BE IT HEREBY RESOLVED BY the Board of Directors of the Elsinore Valley Municipal Water District, as follows:

1. The General Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Elsinore Valley Municipal Water District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Elsinore Valley Municipal Water District Sedco Septic to Sewer Project (the “Project”).
2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his/her designee, is designated to represent the Elsinore Valley Municipal Water District in carrying out the Elsinore Valley Municipal Water District’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Elsinore Valley Municipal Water District and compliance with applicable state and federal laws.

APPROVED, ADOPTED AND SIGNED this 10th day of November, 2022.

Darcy M. Burke, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Secretary of the
Board of Directors of the
Elsinore Valley Municipal Water District



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 10, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE A CONSTRUCTION FINANCIAL ASSISTANCE APPLICATION FOR THE AVENUES SEPTIC TO SEWER PROJECT

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Adopt Resolution authorizing the General Manager to sign and file, for and on behalf of Elsinore Valley Municipal Water District, a Financial Assistance Application for CWSRF grant agreement with the SWRCB for the construction of the Avenues Septic to Sewer Project (the "Project"); and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Groundwater Management Plan (GWMP), prepared by Elsinore Valley Municipal Water District (EVMWD) in 2005, identified the impact that nitrate from septic systems may be having on several drinking water supply wells as an important water quality issue. The Groundwater Quality Sampling and Modeling Project was designed to assist in quantifying the magnitude of the septic system influence on the groundwater basin. This information would provide greater perspective for EVMWD decision-making regarding the septic system regulations and how they relate to groundwater management and production.

The modeling results and water quality sampling validated that septic systems impact the groundwater basin and contaminates migrating toward drinking water production wells. In

general, water quality in all wells improves with depth, indicating the influence of land use and most importantly septic system discharges, may have a future impact on our groundwater quality. Based on the modeling results, the removal of the septic systems over a 20 to 40-year period, will produce significantly lower nitrate concentrations than if the septic systems remain in their current use. Furthermore, the analysis showed that early conversion of septic systems in the highest density areas will produce the highest benefit.

The 2016 Sewer System Master Plan recommends EVMWD implement a phased septic system removal program. As part of the phasing, it is recommended that all septic systems in Sedco Hills and the Avenues Areas be converted by the year 2035.

The State of California Water Resource Control Board Division of Financial Assistance contacted EVMWD in May of 2022 about a Clean Water State Revolving Fund grant opportunity to complete the Sedco Hills Septic to Sewer Project. During that meeting, Staff inquired, and the State agreed that Avenues Septic to Sewer project would also be viable. The project consists of converting approximately 250 severely disadvantage single family residential properties currently utilizing onsite septic systems to public sewer.

On July 28, 2022, the Board of Directors adopted a Resolution authorizing the General Manager to sign and file a Financial Assistance Application for CWSRF grant agreement with the SWRCB for the planning of the Avenues Septic to Sewer Project

With the recent grant funding available for disadvantaged communities; the District submitted a planning application for the Avenues project in August 2022. Staff is now recommending that the District move forward with the construction application for the Avenues Septic to Sewer Conversion Project.

Information regarding this effort was provided at the May 18, 2022, Study Session meeting as an informational item. Staff recommends adoption of the resolution pursuing funding for the construction phase.

ENVIRONMENTAL WORK STATUS

Environmental requirements will be completed during this planning phase.

FISCAL IMPACT

If fully grant funded there should be minimal to no costs associated with this phase of the project to the District nor to the residents.

Originated by: Serena Johns – Grant Administration
Reviewed by: Matthew Bates – Engineering

Attachments:

Authorizing Resolution

RESOLUTION NO. xxx

RESOLUTION OF THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO FILE A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE AVENUES SEPTIC TO SEWER PROJECT

WHEREAS, BE IT HEREBY RESOLVED BY the Board of Directors of the Elsinore Valley Municipal Water District, as follows:

1. The General Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Elsinore Valley Municipal Water District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Elsinore Valley Municipal Water District Avenues Septic to Sewer Project (the “Project”).
2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his/her designee, is designated to represent the Elsinore Valley Municipal Water District in carrying out the Elsinore Valley Municipal Water District’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Elsinore Valley Municipal Water District and compliance with applicable state and federal laws.

APPROVED, ADOPTED AND SIGNED this 10th day of November, 2022.

Darcy M. Burke, President of
the Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Secretary of the
Board of Directors of the
Elsinore Valley Municipal Water District

**EVMWD Board of Director
Travel Reimbursement Authorization Request**

Control No: 23-056-912

Director Name: Harvey Ryan Employee No.: 912
 Event Description: ACWA Board Meeting
 Purpose/Benefit: Board of Director's Meeting for Association of California Water Agencies (ACWA)
 Location: Sacramento, CA
 Dates: 18-Nov-22 Department: Director

A) REGISTRATION COST
 Event Registration: n/a No. of Days: 1
Registration Cost: \$0.00

B) TRAVEL COST

I) ACCOMMODATION Hotel: Courtyard Sacramento Airport No. of Nights: 1 Cost/night: \$185.00
Accommodation Cost: \$185.00

II) TRANSPORTATION
 Air Travel Cost: \$285.00 Total Mileage: 101 Vehicle: personal
 Baggage Cost: \$0.00
 Ground Transport: \$75.00 (x 0.625): \$63.13
Transportation Cost: \$423.13


III) MEALS IRS Per Diem: Thu \$36, Fri \$21 **Meal Cost:** \$57.00

IV) MISCELLANEOUS (including parking, internet charges, training materials, etc.) **Misc. Cost:** \$100.00

C) TOTAL COST
 G/L Account No.: 15-110-110 / 51105 Budget Available (Y/N): Y
TOTAL EVENT COST: \$765.13

D) BOARD MEMBER ACKNOWLEDGEMENT


I, **Harvey Ryan**, acknowledge that I understand that submitting a Travel Request form for approval with total costs falling at or below \$500.00 and subsequently submitting actual costs totaling more than \$500.00 will require Board approval before any unauthorized costs are reimbursed or I may choose to receive only the previously approved amount.

Board Member Signature:  Date: Oct 20, 2022

E) ADVANCES
 Payee: _____ Amount Requested: _____
 Date Needed: _____ Account No.: _____

F) APPROVALS

REQUIRES BOARD APPROVAL: YES NO

Approved	Signature	Date	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u></u>	<u>Oct 20, 2022</u>	GM/AGM APPROVAL
YES <input type="checkbox"/> NO <input type="checkbox"/>	_____	_____	BOARD APPROVAL

Susie Evans

From: Donna Pangborn <DonnaP@acwa.com>
Sent: Monday, October 17, 2022 1:59 PM
To: Donna Pangborn
Subject: MEETING NOTICE - ACWA Board of Directors' Meeting: November 18, 2022
Attachments: RSVP Form_Nov2022.docx; RSVP Form_Nov2022.pdf; Dinner Menu.pdf

Importance: High

[*External E-mail alert! Use caution before clicking links/attachments*]
ACWA Board Members,

This email outlines the information you will need for the ACWA Board of Directors' regular meeting scheduled for **November 18, 2022**. This will be an in-person meeting with a videoconference option for those who need to participate remotely. Please make sure to indicate whether you are attending in person or remotely to help us manage the spacing and planning needs associated with this meeting. Also, consistent with ACWA's Bylaws and Board policy, please indicate if you need an excused absence. An RSVP form is attached; please complete the form and either email or fax it to me by **Thursday, October 27, 2022**.

BOARD DINNER – Thursday, November 17, 6:00 p.m.

The Board dinner on Thursday evening will be at 6:00 p.m. at Rio City Cafe, 1110 Front Street, Old Sacramento, California. As a reminder, ACWA pays for food and non-alcoholic beverages; attendees pay for their own alcoholic beverages. **You will need to make an entrée selection if you plan to attend the dinner (see RSVP form for menu options.)**

Parking at Rio City: Currently, Rio City Café does not offer valet parking. However, if you park in nearby garages ([Tower Bridge Garage](#) is the closest) bring in your parking pass and Rio City Café will validate for 2 hours of free parking.

EXECUTIVE COMMITTEE – Friday, November 18, 8:00 a.m.

The ACWA Executive Committee will meet in person at the California Farm Bureau, Centennial Room, 2600 River Plaza Drive, Sacramento, California, at 8:00 a.m. Teleconferencing via Zoom will be available for members who need to participate remotely. See the calendar invite or agenda for access information.

BOARD OF DIRECTORS' MEETING – Friday, November 18, 9:00 a.m.

The ACWA Board of Directors will meet in person at the California Farm Bureau, Board Room, 2600 River Plaza Drive, Sacramento, California. Videoconferencing via Zoom will be available for members who need to participate remotely. The meeting will begin at 9:00 a.m. and will continue until business has concluded. If you are attending via Zoom, register in advance for this meeting at the following link:

<https://acwa.zoom.us/meeting/register/tZcvf-ysqTMjG9CeLhkcYhL4bW873ZICS6gB>

After registering, you will receive a confirmation email containing information about joining the meeting.

CATERING

Coffee/tea and pastries will be available upon arrival. Lunch will be provided immediately following the Board meeting. **NOTE: Food is not allowed in the Board Room, so all food must be eaten in the Centennial Room.**

HOTEL ACCOMMODATIONS – November 17, 2022

Hotel accommodations are available at the nearby [Courtyard Sacramento Airport Natomas](#), 2101 River Plaza Drive Sacramento, California. There is no official group rate, but rooms are currently available at a rate of \$189.

HEALTH & SAFETY

ACWA is committed to the health and safety of our members, guests, employees, and community, and we are following the local health guidelines and any guidelines required by associated venues. Attendees are not required to wear masks indoors or outdoors. However, any attendee may certainly continue to wear face coverings if they wish and ACWA will have face coverings available at the meeting site. Attendees are encouraged to determine their own personal level of comfort.

Please let me know if you have any questions.

Donna Pangborn

Senior Clerk of the Board

Association of California Water Agencies

DL/Cell: 916.669.2425 | donnap@acwa.com | www.acwa.com

