

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

May 16, 2018

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, May 16, 2018, at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

President Dorey called the meeting to order at 8:31 a.m.

**2. ROLL CALL**

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

Directors absent: None.

Staff present: Eldon Boone, General Manager; Lisa Soto, Secretary of the Board; Brett Hodgkiss, Assistant General Manager; Don Smith, Director of Water Resources; Brian Smith, District Engineer; Randy Whitmann, Director of Engineering; Frank Wolinski, Operations and Field Services Manager; Don Gordon, Facilities Supervisor; and Marian Schmidt, Administrative Assistant.

Other attendees: None.

**3. PLEDGE OF ALLEGIANCE**

Director MacKenzie led the pledge of allegiance.

**4. APPROVAL OF AGENDA**

President Dorey stated that General Manager Boone informed him that staff had nothing new to report regarding the Pipeline Drive real property negotiations, and there would not be a need for Agenda Item 14 "Closed Session: Conference with Real Property Negotiators". Staff also determined that there would not be a need for General Counsel's services at this meeting in light of the nature of the items being presented for the Board's consideration; therefore, the Board could also forgo Agenda Item 12, "Comments by General Counsel". President Dorey suggested pulling both of these items from the agenda.

18-05-52

*Upon motion by Director MacKenzie, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the agenda as revised to eliminate Items 12 and 14 from consideration.*

**5. PUBLIC COMMENT TIME**

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

**6. CONSENT CALENDAR**

Operations and Field Services Manager Frank Wolinski provided background regarding Consent Calendar Item 6.A, the air cooled chiller replacement. He stated that there was a leak detected on one of the

condenser coils. Due to the size and age of the unit, it was determined that it would be more cost effective to replace the unit when compared to the cost of removing it from the top of the building for repairs and reinstalling it. It was noted that the new unit would also be more energy efficient.

18-05-53 *Upon motion by Director Vásquez, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the Consent Calendar, including Resolution No. 18-14 approving disbursements.*

A. Air cooled chiller replacement

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to execute an agreement with Jackson & Blanc to replace the air cooled chiller at the District's headquarters in an amount not to exceed \$145,686.

B. Painting of District headquarters

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to execute an agreement with A.J. Fistes Corporation to paint the District headquarters in an amount not to exceed \$80,340.

C. Second Addendum to agreement with Horton, Knox, Carter & Foote for Special Counsel services

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to execute a Second Addendum to the District's agreement for services with Horton, Knox, Carter and Foote, LLP (HKCF) to extend the term of that agreement through fiscal year 2019.

D. Well field maintenance services

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to renew the existing agreement with Hidden Valley Pump Systems, Inc. (HVPS) to provide as-needed services on the Warner Ranch to maintain wells and well pumps, for fiscal year 2019 in an amount not to exceed \$100,000.

E. Minutes of Board of Directors meeting on May 2, 2018

The minutes of May 2, 2018 were approved as presented.

F. Resolution ratifying check disbursements

**RESOLUTION NO. 18-14**

**BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 58764 through 58881 drawn on Union Bank totaling \$1,042,665.69.**

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

**PASSED AND ADOPTED unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 16<sup>th</sup> day of May 2018.**

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**7. RESOLUTION COMMENDING FACILITIES SUPERVISOR DONALD L. GORDON**

See staff report attached hereto.

Mr. Wolinski stated that this item is to commend Facilities Supervisor Don Gordon for completing all three Professional Development Program (PDP) courses offered by the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA). He stated that Mr. Gordon began taking ACWA JPIA PDP courses in 2014 and has completed all the required coursework. Mr. Gordon received his Operations certificate in July 2017 and his Human Resources and Supervisor Basics certificates in March 2018. The Board congratulated Mr. Gordon on his achievement. President Dorey presented Mr. Gordon with the plaque provided by ACWA JPIA and a framed copy of the resolution adopted by the Board.

18-05-54      *Upon motion by Director Miller, seconded by Director MacKenzie, the Board of Directors adopted Resolution 18-15, commending Don L. Gordon, Facilities Supervisor, for obtaining all three Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Professional Development Program specialty certificates, by the following roll call vote:*

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

*A copy of Resolution 18-15 is on file in the official Resolution Book of the District.*

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

See staff report attached hereto.

Director Miller stated that there has not been a meeting of the San Diego County Water Authority (Water Authority) Board of Directors since his last report. He updated the Board on the status of the proposed tax on drinking water, stating that despite opposition by most water agencies the bill is expected to pass into law. Mr. Boone stated that the Water Authority has scheduled a press conference on the matter for May 23, and Vista Irrigation District Management Analyst Alisa Nichols would be in attendance.

Director Miller stated that the next meeting of the Water Authority Board of Directors would be on May 24, and he would be out of town for this meeting. He indicated that if any of his fellow Board members would like to go and observe the meeting, feel free to do so.

**9. MEETINGS AND EVENTS**

See staff report attached hereto.

Director Miller reported on his attendance at the recent Association of California Water Agencies (ACWA) Conference where he attended a meeting of the ACWA Energy Committee; the Committee reviewed its work plan. He also attended two energy-related sessions as well as a session on declining river flows. Director Miller noted that Governor Brown spoke at the luncheon on Thursday.

Director MacKenzie reported on her attendance at the San Diego Local Agencies Formation Commission (LAFCO) Legislative Committee meeting. The Committee reviewed several bills, including Assembly Bill 2050 (Caballero) which would authorize the creation of small system water authorities with the power to absorb, improve and operate noncompliant public water systems. She noted that California LAFCO has concerns about the bill because it is unclear how it would be involved, if at all. Director MacKenzie reported that she also attended a meeting of the San Diego LAFCO Board of Directors where the board considered its work program for the Municipal Service Reviews as well as two small annexations to the cities of El Cajon and Leucadia.

Director MacKenzie reported on her attendance at the ACWA Conference where she attended a Local Government Committee meeting; the Committee reviewed bills, including five related to consolidation. She also attended a meeting of the ACWA Membership Committee where the discussion centered on focusing membership recruitment efforts on cities. She reported that she attended various sessions at the ACWA Conference including a session on recent actions by the State Water Resources Control Board and the Public Utilities Commission to establish permanent water conservation regulations.

Director Sanchez reported on his attendance at the ACWA Conference where he attended noteworthy sessions on groundwater arbitration and mitigation and on water storage projects competing for Proposition 1 funding. Director Sanchez reported that he also attended the ACWA Region 10 Board meeting, where Director MacKenzie gave an excellent report from the Local Government Committee.

Director Vásquez reported on his attendance at the ACWA Conference where he attended a meeting of the ACWA Water Quality Committee; the Committee reviewed the ACWA Strategic and Business Plans as well as its own work plan. From the discussion which took place at this meeting, he learned that only 2,760 schools out of approximately 13,000 in California have undergone lead testing; San Diego County lead the way with 551 schools being tested. Director Vásquez also reported on his attendance at the ACWA Region 10 Board meeting.

President Dorey reported on his attendance at the ACWA Conference where he attended a meeting of the ACWA JPIA Board of Directors. He also attended a meeting of the ACWA Groundwater Committee where the discussion centered on new databases on the California Department of Water Resources website that show the water levels around the State in real time. President Dorey said that retiring ACWA Executive Director Tim Quinn was saying his good-byes at the conference, and he will be sorely missed.

President Dorey reported on his attendance at the Council of Water Utilities meeting where Teresa Penunuri, Public Affairs Supervisor for the Water Authority, presented information on the Water Authority's Citizens Water Academy.

Director MacKenzie requested to attend the California Special Districts Association (CSDA) Quarterly meeting in Kearny Mesa on August 16 and the CSDA Annual Conference in Palm Springs, September 24-27. Director Vásquez requested to attend the Urban Water Institute's Annual Water Conference in San Diego, August 22-24.

18-05-55

***Upon motion by Director Miller, seconded by Director Vasquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors authorized Director MacKenzie to attend the CSDA Quarterly meeting in Kearny Mesa on August 16 and the CSDA Annual Conference in Palm Springs, September 24-27; and, Director Vásquez to attend the Urban Water Institute's Annual Water Conference in San Diego, August 22-24, 2018.***

**10. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES**

See staff report attached hereto.

Mr. Boone stated that Special Counsel John Carter would be present at the June 6 Board meeting for two agenda items—a closed session item to provide an update on the arbitration proceedings, and an open session item regarding the Forman Deeds (related to the Indian Water Rights Settlement implementation). Mr. Boone said that there will also be a closed session item regarding the Pipeline Drive real property negotiations, and an item regarding the retirement of District Engineer, Brian Smith.

Director Miller asked if there would be an upcoming agenda item regarding the future retirement of the District’s General Counsel Joel Kuperberg. Mr. Boone responded that Mr. Kuperberg would be present for the June 6 Board meeting, and he would provide an update during “Comments by General Counsel”.

**11. COMMENTS BY DIRECTORS**

Director Sanchez stated that the Water Sustainability Committee was scheduled to meet the following week to review the nine WaterSmart Landscape contest entries; the winner will be presented a gift certificate and plaque at a future Board meeting.

Director Vásquez reported on recent water related news articles, in particular one article about San Diego being the only city in California seeking state reimbursement for lead testing at local schools.

Director MacKenzie reported that Edward Drusina, Commissioner of the International Boundary and Water Commission, has resigned. She also commented on the status of the Districts of Distinction Program, stating that 34 of the approximately 60 Independent Special Districts in San Diego County are members of the San Diego Chapter CSDA, and only five have the Special District Leadership Foundation (SDLF) District of Distinction accreditation and ten have earned the SDLF Certificate in Transparency.

Director McKenzie inquired about the status of lead testing in the schools within the District’s service area. Mr. Boone responded that all of the schools within the District’s service area have been tested.

**12. COMMENTS BY GENERAL COUNSEL**

This item was pulled from the agenda, per Agenda Item 4.

**13. COMMENTS BY GENERAL MANAGER**

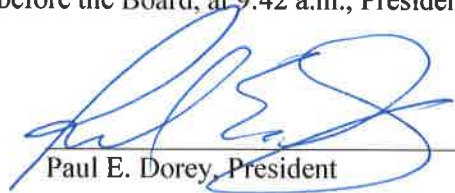
Mr. Boone informed the Board that the San Luis Rey Indian Water Authority (SLRIWA) would be holding its annual conference in Rancho Mirage later in the week, and he was invited to speak at the luncheon on Thursday along with the Escondido City Manager and the General Managers of the Yuima Municipal Water District (MWD), Rainbow MWD and Valley Center MWD. Mr. Boone said that he would speak briefly about the status of the Indian Water Rights Settlement implementation and relations between the District and the SLRIWA.

**14. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS**


This item was pulled from the agenda, per Agenda Item 4.

**14. ADJOURNMENT**

There being no further business to come before the Board, at 9:42 a.m., President Dorey adjourned the meeting.

  
Paul E. Dorey, President

ATTEST:

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



## STAFF REPORT

Agenda Item: 6.A

<b>Board Meeting Date:</b>	<b>May 16, 2018</b>
<b>Prepared By:</b>	<b>Frank Wolinski</b>
<b>Reviewed By:</b>	<b>Brett Hodgkiss</b>
<b>Approved By:</b>	<b>Eldon Boone</b>

**SUBJECT:** AIR COOLED CHILLER REPLACEMENT

**RECOMMENDATION:** Authorize the General Manager to execute an agreement with Jackson & Blanc to replace the air cooled chiller at the District's headquarters in an amount not to exceed \$145,686.

**PRIOR BOARD ACTION:** None.

**FISCAL IMPACT:** \$145,686

**SUMMARY:** The District advertised and solicited bids from seven registered heating, ventilation and air conditioning (HVAC) contractors to replace the air cooled chiller (air conditioning unit) at the District's headquarters. Five contractors attended the mandatory job walk, and two bids were received. Jackson & Blanc responded with the lowest bid.

**DETAILED REPORT:** The existing 125-ton air cooled chiller is over 17 years old and needs a condenser coil replaced due to an unrepairable leak. As space constraints around the chiller prevent the condenser coil from being replaced in place, the chiller will have to be disconnected and removed from the roof in order to have the new condenser coil installed. Due to the age of the chiller and the labor required to replace the condenser coil (of which there are more than one), staff recommends replacing the entire chiller at this time.

In April 2018, the District solicited bids to replace the chiller with a unit specified to fit on the existing roof pad and work effectively in the space. Bid specifications require the contractor to produce full structural, electrical and mechanical plan sets for approval by the city of Vista and provide a turnkey system, including mechanical equipment, valves, piping etc., that is compatible with the District's existing HVAC management control system. The contractor will also be responsible for proper demolition/disposal of the existing chiller in accordance with all local and state regulations.

In response, the District received the following bids:

- Jackson & Blanc \$145,686
- California Comfort Systems USA, Inc. \$163,946



**STAFF REPORT**

**Agenda Item: 6.B**

**Board Meeting Date:** May 16, 2018  
**Prepared By:** Frank Wolinski  
**Reviewed By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

SUBJECT: PAINTING OF DISTRICT HEADQUARTERS

RECOMMENDATION: Authorize the General Manager to execute an agreement with A.J. Fistes Corporation to paint the District headquarters in an amount not to exceed \$80,340.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: \$80,340.

SUMMARY: The District advertised and solicited bids from fourteen painting contractors to paint the exterior of the District headquarters. Fourteen painting contractors attended the mandatory job walk and six responsive bids were received. A.J. Fistes Corporation responded with the lowest bid.

DETAILED REPORT: The District headquarters was painted upon construction in December 2000. As the buildings have aged, the exterior coating has faded, cracked/chipped along wall joints and metal substrate and developed a dark ring at the roof line. Although staff has touched up some exterior surface issues, attempts to rectify the unsightly roof line have been unsuccessful.

The District solicited bids from licensed painting contractors to paint the approximate 87,000 square feet of exterior walls that encompass the main office, garage/warehouse and crew truck parking buildings along with the inner courtyard. The contractor will prepare and paint the building walls along with a decorative color band around the roof line. The color of the decorative band, which has been pre-approved by the North County Industrial Park Association, will match isolated wall panels painted when the building was originally constructed.

In response, the District received the following bids:

- A.J. Fistes Corporation \$80,340
- European Style Painting Company \$105,000
- Century Enterprises, Inc. \$149,000
- Canady Painting, Inc. \$163,355
- Vera’s Painting Inc. \$199,000
- McKinney Painting, Inc. \$199,390





## STAFF REPORT

Agenda Item: 6.C

**Board Meeting Date:** May 16, 2018  
**Prepared By:** Don Smith  
**Reviewed By:** Brett Hodgkiss  
**Approved By:** Eldon Boone

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

**RECOMMENDATION:** Authorize the General Manager to execute a Second Addendum to the District's agreement for services with Horton, Knox, Carter and Foote, LLP (HKCF) to extend the term of that agreement through fiscal year 2019.

**PRIOR BOARD ACTION:** On August 5, 2008, the Board authorized the General Manager to retain the services of HKCF as the District's Special Counsel for Indian water rights issues. On March 6, 2013, the Board authorized the General Manager to execute a new agreement with HKCF (Agreement) on a year-to-year basis until terminated by either party. On June 7, 2017 the Board authorized the General Manager to execute an addendum to the Agreement to retain the services of John Carter as the District's Special Counsel on matters pertaining to the San Luis Rey Indian Water Rights Settlement for \$12,000 per month during fiscal year 2018.

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

**SUMMARY:** HKCF, and more specifically John Carter, has served as the District's Special Counsel on matters pertaining to Indian water rights since August 2008. Mr. Carter played an integral role in negotiating and crafting the San Luis Rey Indian Water Rights Settlement Agreement, the Implementing Agreement, the Local Entities' Agreement as well as securing the final disposition of the United States District Court cases. District staff has been handling the implementation of the aforementioned agreements; however, legal assistance has been required to address issues that have arisen during the implementation phase. The District will continue to need legal assistance in the upcoming fiscal year to address pending issues (such as the arbitration hearing) as well as new issues that may arise as the implementation phase continues.

**DETAILED REPORT:** The Agreement with HKCF, as amended by the First Addendum, expires on June 30, 2018. The Second Addendum would extend the term of the Agreement through June 30, 2019, leaving all provisions of the Agreement and First Addendum, including the current payment terms of \$12,000 per month plus reimbursable expenses, in full force and effect.

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

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

This Addendum, which shall become effective on July 1, 2018, constitutes a second amendment to the Agreement for Services ("Agreement") entered into on or about March 6, 2013, by and between Vista Irrigation District ("VID" or "District") and Horton, Knox, Carter & Foote, LLP ("Attorney").

This Second Addendum amends the Agreement to extend the term of the Agreement.

Specifically, paragraph 4, "Term of Agreement" is amended in its entirety to state:

The Agreement, as revised, shall terminate on June 30, 2019.

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

Vista Irrigation District

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

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

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

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

Horton, Knox, Carter & Foote LLP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vista Irrigation District


By: Eldon Boone

Name: Eldon Boone

Title: General Manager

Date: June 7, 2017

Horton, Knox, Carter & Foote, LLP

By: 

Name: ~~John Penn Carter~~ ORLANDO B. Foote

Title: Attorney

Date: 6/9/17

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SERVICES**

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

**2. PAYMENT**

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

**3. TIME OF PERFORMANCE**

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

**4. TERM OF AGREEMENT**

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

**5. STANDARD OF CARE**

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

**6. ASSIGNMENT AND SUB-ATTORNEY**

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

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

**7. STATUS OF THE ATTORNEY**

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

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

**8. CONFLICT OF INTEREST WAIVERS**

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

**9. INTEGRATION**

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

**10. DELIVERABLES**

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

**11. CHANGES IN WORK**

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

**12. COVENANTS AGAINST CONTINGENT FEES**

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

**13. INSURANCE**

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

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

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**Minimum Limits of Insurance**

ATTORNEY shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

#### Other Insurance Provisions

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

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

#### Acceptability of Insurers

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



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

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

Verification of Coverage

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

**14. INDEMNITY - HOLD HARMLESS**

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

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

**15. LAWS AND VENUE**

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

**16. TERMINATION OR ABANDONMENT**

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

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

**17. NONDISCRIMINATION CLAUSE**

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

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

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

**18. CONFORMITY TO LEGAL REQUIREMENTS**

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

**19. REPRODUCTION RIGHTS**

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

**20. PROHIBITED INTEREST**

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

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

**21. SUCCESSORS OR ASSIGNS**

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

**22. CONFLICT OF INTEREST**

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

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

**23. ORGANIZATION**

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

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

**24. NOTICE**

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

Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081

Attn: Roy Coox, General Manager

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

Attn: John Penn Carter

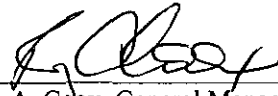
and shall be effective upon the earlier of actual receipt or three (3) business days after having been deposited in the mail postage prepaid, registered, or certified.

25. **SIGNATURES**

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

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


VISTA IRRIGATION DISTRICT

By:   
Roy A. Coox, General Manager

Date: March 6, 2013

ATTORNEY

Tax I.D. Number: 76-0841670

By:   
John Penn Carter, Attorney

Date: February 10, 2013

## EXHIBIT A

### **SCOPE OF WORK**

#### **Duties**

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

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

#### **Restrictions**

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

#### **Principal Attorneys**

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

#### **Alternate Attorney**

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

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

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

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

SCHEDULE OF FEES:

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

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

**EXHIBIT C**

**ACTIVITY SCHEDULE**

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

**EXHIBIT D**

**CONFLICT OF INTEREST WAIVERS**

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



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

MARGARITA HAUGAARD

OF COUNSEL  
WILLIAM H. SWAN

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

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

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

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

August 8, 2008

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

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

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

Dear Messrs. Epp and Coox:

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

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

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

- (A) A member shall not accept or continue representation of a client without providing written disclosure to the client where:
1. The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours truly,



John Penn Carter

for

HORTON, KNOX, CARTER & FOOTE, LLP

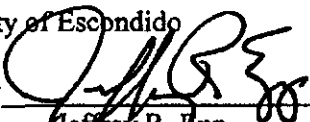
JPC:ta  
Enclosures

**CONSENT AND WAIVER OF RIGHTS**

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


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

**AGREED AND ACCEPTED:**

City of Escondido  
By  \_\_\_\_\_  
Jeffrey R. Epp  
City Attorney

Dated: August 18, 2008

**AGREED AND ACCEPTED:**

Vista Irrigation District  
By  \_\_\_\_\_  
Roy A. Coox  
General Manager

Dated: August 18, 2008

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

MARGARITA HAUGAARD

OF COUNSEL  
WILLIAM H. SWAN

HORTON, KNOX, CARTER & FOOTE, LLP  
ATTORNEYS AT LAW  
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EL CENTRO, CALIFORNIA 92243  
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E-MAIL: [jcarter@hkcf-law.com](mailto:jcarter@hkcf-law.com)  
[www.hkcf-law.com](http://www.hkcf-law.com)

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

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

August 6, 2008

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

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

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

Dear Messrs. Garber and Coox:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours truly,



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

JPC:ta  
Enclosures

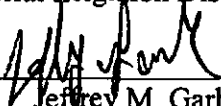
**CONSENT AND WAIVER OF RIGHTS**

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

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

**AGREED AND ACCEPTED:**

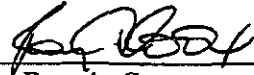
Imperial Irrigation District

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

Dated: August 11, 2008

**AGREED AND ACCEPTED:**

Vista Irrigation District

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

Dated: August 14, 2008





## STAFF REPORT

Agenda Item: 6.D

Board Meeting Date:	May 16, 2018
Prepared By:	Mark Saltz
Reviewed By:	Don Smith
Approved By:	Eldon Boone

**SUBJECT:** WELL FIELD MAINTENANCE SERVICES

**RECOMMENDATION:** Authorize the General Manager to renew the existing agreement with Hidden Valley Pump Systems, Inc. (HVPS) to provide as-needed services on the Warner Ranch to maintain wells and well pumps, for fiscal year 2019 in an amount not to exceed \$100,000.00.

**PRIOR BOARD ACTION:** On November 1, 2017, the Board authorized the General Manager to enter into an Agreement for Services with HVPS to provide as-needed services on the Warner Ranch to maintain wells and well pumps, in an amount not to exceed \$100,000.

**FISCAL IMPACT:** Year to date expenditures under the current agreement, which expires June 30, 2018, total \$27,600; however, expenditure levels vary from year to year based on the maintenance/repair needs, some of which are not readily apparent, of the well field. Therefore, the agreement amount for fiscal year 2019 is proposed to remain at not exceed \$100,000.

**SUMMARY:** The current agreement with HVPS expires on June 30, 2018; the District has the option to renew the agreement for two (2) additional one-year term periods. If approved, this will be the first one-year renewal period of the agreement. The authorization to renew the agreement will allow HVPS to continue to provide well field maintenance services on the Warner Ranch.

**DETAILED REPORT:** HVPS has been providing as-needed well field maintenance services to the District on the Warner Ranch for many years. HVPS has specialized equipment and the expertise for working on commercial wells in a ranch setting, and their proximity to the District's operations enables them to respond to emerging maintenance requirements in a timely and cost effective fashion. HVPS's familiarity with the District's unique operations and working conditions on the Warner Ranch reduces costs by eliminating the time needed to learn the District's system and greatly reducing the need for District staff time to assist HVPS. Due to HVPS's unique qualifications and history of satisfactory performance, District staff recommends renewing the existing agreement for another year.

# Cash Disbursement Report



Payment Dates 04/19/2018 - 05/02/2018

Payment Number	Payment Date	Vendor	Description	Amount
58764-58769	04/25/2018	Refund Checks 58764-58769	Customer Refunds	1,688.32
58770	04/25/2018	Refund Check 58770	Customer Refund	1,868.00
58771	04/25/2018	Refund Check 58771	Customer Refund	2,162.31
58772	04/25/2018	ACWA/JPIA	Worker Compensation 01/2018 - 03/2018	56,971.67
58773	04/25/2018	Air Technologies Corporation	Ergonomic Supplies	179.40
58774	04/25/2018	Asbury Environmental Services	Used Oil/Gas Filter Pickup	55.00
58775	04/25/2018	Basic pacific	Flexible Spending Service/COBRA 04/2018	243.60
58776	04/25/2018	Canon Solutions America, Inc	Copier Maintenance	29.39
58777	04/25/2018	City of Oceanside	Weese Treatment 03/2018	17,250.98
58778	04/25/2018	Core & Main	Pipe Lube	431.70
	04/25/2018		Pipe Restraints	215.69
	04/25/2018		PVC Pipe Restrainers (24)	1,571.79
58779	04/25/2018	Endicott Comm., Inc - CV	Answering Service 04/2018	350.40
58780	04/25/2018	D.H. Maintenance Services	Janitorial Service 04/2018	2,275.00
58781	04/25/2018	Glennie's Office Products Inc	Office Supplies	146.53
58782	04/25/2018	Grainger	Chain Wrench, Drill Bits	1,038.61
	04/25/2018		Gaskets (20)	53.70
	04/25/2018		Drain Cup	75.37
58783	04/25/2018	Hach Company	CL2 Analyzer Buffer & Kits	2,164.01
58784	04/25/2018	HDR	Rectifier for Pleasant Valley Siphon	3,166.31
	04/25/2018		Cathodic Protection Consulting Service 02/2018	1,765.00
58785	04/25/2018	Horton Knox Carter & Foote LLP	Legal Services 04/2018	12,000.00
58786	04/25/2018	HUB Construction Specialties	Rebar (22)	211.19
	04/25/2018		Rebar (7)	49.40
58787	04/25/2018	IDEXX Distribution Corporation	Colilert QC	214.02
58788	04/25/2018	InfoSend Inc	Data Processing/Mailing Service 03/2018	6,670.43
	04/25/2018		Support & Storage 03/2018	1,248.84
58789	04/25/2018	Interstate Battery of San Diego Inc	Batteries (2) - Truck 49	283.82
58790	04/25/2018	Jackson & Blanc	Quarterly HVAC Maintenance 4/2018-6/2018	2,178.75
58791	04/25/2018	Lawnmowers Plus Inc	Blade Adapters (3)	22.17
58792	04/25/2018	Liebert Cassidy Whitmore	Legal Services 03/2018	2,345.00
58793	04/25/2018	Lighthouse Inc	LED Lights	514.89
58794	04/25/2018	Lightning Messenger Express	Messenger Service 04/03/18 & 04/13/18	105.00
58795	04/25/2018	Velocity Vehicle Group	Truck Bed Damage Repair - Truck 7	1,667.28
58796	04/25/2018	Matheson Tri-Gas Inc	MIG Welder	1,244.51
	04/25/2018		MIG Welder Supplies	79.89

Payment Number	Payment Date	Vendor	Description	Amount
58797	04/25/2018	Moodys	Dump Fees (2)	400.00
58798	04/25/2018	MRC, Smart Technology Solutions	Manage Print Service	940.70
58799	04/25/2018	MSDS Online. Inc	MSDS Online Subscription Renewal	2,061.75
58800	04/25/2018	Mutual of Omaha	LTD, STD, Life Insurance 05/2018	7,232.69
58801	04/25/2018	North County Auto Parts	Filters	55.21
	04/25/2018		Automatic Transmission Fluid	64.94
	04/25/2018		Filter	3.86
	04/25/2018		Battery	187.19
	04/25/2018		Battery	128.88
58802	04/25/2018	North County Industrial Park	Association Fees 05/2018 - Pipeline Dr	256.40
58803	04/25/2018		Association Fees 05/2018 - 1391 Engineer St	879.30
58804	04/25/2018	Olivenhain MWD	Recycle Water Coalition - Grant Admin 02/18	3,940.74
58805	04/25/2018	Penn Stainless Products	Stainless Bars	4,665.00
58806	04/25/2018	Ramco Petroleum	Fuel 03/2018	483.67
58807	04/25/2018	Richard Brady & Associates, Inc	HP Reservoir Rehabilitation Construction 12/2017	5,062.65
58808	04/25/2018	San Diego Gas & Electric	Electric 03/2018 - Cathodic Protection & T&D	167.12
	04/25/2018		Electric 03/2018 - Reservoirs	96.77
	04/25/2018		Electric 03/2018 - Pump Stations	6,526.51
	04/25/2018		Electric 03/2018 - Plants	92.94
58809	04/25/2018	Santa Fe Car Wash	Car Washes, Detail	345.99
58810	04/25/2018	SiteOne Landscape Supply, LLC	PVC Pipe	26.95
58811	04/25/2018	Southern Counties Lubricants, LLC	Fuel 04/01/18 to 04/15/18	5,477.33
58812	04/25/2018	Midas Service Experts	Tires (2) - Truck 17	414.77
58813	04/25/2018	TS Industrial Supply	Hose Adapter Fittings, Gas Cans - Truck 11	233.42
58814	04/25/2018	Tyco Integrated Security LLC	Security Monitoring & Maintenance 05/18 - 07/18	2,556.79
58815	04/25/2018	Tyler Technologies Inc	Maintenance 05/01/18 - 04/30/19	1,273.39
58816	04/25/2018	Underground Service Alert of Southern California	DigAlert New Tickets 03/2018	450.55
58817	04/25/2018	UniFirst Corporation	Uniform Service	378.38
58818	04/25/2018	VG Donuts & Bakery Inc	Board Mtg 04/18/18	29.65
58819	04/25/2018	Vista Firestone Brake & Smog	Recycled Junk Tires	32.00
	04/25/2018		Tire - Truck 5	236.46
	04/25/2018		Inner Tube	52.54
58820	04/25/2018	WM LampTracker Inc	Universal Waste - Battery Disposal	139.00
58821	04/25/2018	WorkPartners OHS	Asbestos Physicals	830.00
58822	04/25/2018	Xerox Corporation	Monthly Meter Usage 04/2018	147.58
58823-58875	05/02/2018	Refund Checks 58823-58825	Customer Refunds	579.22
58826-58827	05/02/2018	Refund Checks 58826-58827	Customer Refunds	787.62
58828	05/02/2018	Able Restoration Inc	Water Damage/Mold Abatement	8,307.77
58829	05/02/2018	Ironwood Plumbing	Meter Tie Backs	5,900.00
58830	05/02/2018	Airgas USA LLC	Oxygen & Acetylene Fuel	484.54
	05/02/2018		Lincoln Ranger 9 Welder - Truck 30	5,211.49

Payment Number	Payment Date	Vendor	Description	Amount
	05/02/2018		Steel Gas Mix	116.85
	05/02/2018		Arc Helmet, Helmet Band, Electrode	291.41
58831	05/02/2018	Amazon Capital Services	Verizon Modems (3)	149.97
	05/02/2018		Dewalt 20v Battery for Hand Tools	95.08
	05/02/2018		Solar Ultrasonic Rodent Repellent	49.99
58832	05/02/2018	AT&T	3680/CALNET3 04/18 - Phones	982.58
	05/02/2018		0230/CALNET3 3/1/18-4/12/18 -Teleconference	9.09
58833	05/02/2018	Auto Specialist Warehouse	Brake Parts	187.21
	05/02/2018		Oil Seal - Truck 30	20.51
58834	05/02/2018	Big Drip Plumbing	Meter Tie Backs	16,900.00
58835	05/02/2018	Boot Barn Inc	Footwear Program	142.68
58836	05/02/2018	Cass Construction, Inc	Flume Relocation - Final Payment	90,325.11
58837	05/02/2018	CDW Government Inc	Projector Mount	102.84
	05/02/2018		Hitachi Projector	3,126.67
58838	05/02/2018	Cecilia's Safety Service Inc	Traffic Control - Mesa Verde/Alta Mesa Dr	680.00
	05/02/2018		Traffic Control - Via Conca Doro	425.00
	05/02/2018		Traffic Control - Ascot Dr	1,730.00
	05/02/2018		Traffic Control - Palm Crest/Poinsettia	1,105.00
	05/02/2018		Traffic Control - Crescent Dr	1,445.00
	05/02/2018		Traffic Control - Quails Trail Rd	2,592.50
	05/02/2018		Traffic Control - Goodwin Dr	150.00
58839	05/02/2018	Citi Cards	Assessment of Dams Conference	512.40
	05/02/2018		CSDA Fiscal Policy Committee Mtg	121.96
	05/02/2018		Warehouse Supplies	91.29
	05/02/2018		Hanging Vinyl Binders	90.97
	05/02/2018		Online Job Posting Package	105.00
	05/02/2018		Supplies for Training	38.98
	05/02/2018		ACWA Spring Conference - R Vasquez	99.00
	05/02/2018		ACWA Spring Conference - R Vasquez	11.70
	05/02/2018		ACWA Spring Conference - P Sanchez	71.00
	05/02/2018		ACWA Spring Conference - R Vasquez	699.00
	05/02/2018		CSDA Special District Leadership Academy - J MacKenzie	150.00
	05/02/2018		Coffee for Board Mtgs	15.38
	05/02/2018		ACWA Spring Conference - B Hodgkiss	11.70
	05/02/2018		CSDA Special District Leadership Academy - B Hodgkiss	383.22
58840	05/02/2018	City Of Escondido	Escondido Water Treatment Plant 01/18 - 02/18	214,475.00
	05/02/2018		EVWTP OSG Expenses 01/18 - 03/18	153,768.07
	05/02/2018		Escondido Canal Operating Costs 01/18-03/18	76,997.02
58841	05/02/2018	City of Vista	Right of Way Permits	6,030.00
58842	05/02/2018	Coast Equipment Rentals	Excavator Rental	480.00
58843	05/02/2018	Core & Main	Pipe 8" PVC DR-14 C900 (200)	2,028.61

Payment Number	Payment Date	Vendor	Description	Amount
	05/02/2018		8" Master Meter Octave Ultrasonic	4,869.79
58844	05/02/2018	Todd Groundwater, Inc.	Warner Basin Groundwater Assessment 03/2018	23,283.75
58845	05/02/2018	Department of Water Resources	Henshaw Dam Fee	17,996.00
58846	05/02/2018	Diamond Environmental Services	Portable Restroom Service	79.19
	05/02/2018		Portable Restroom Service	103.93
	05/02/2018		Stationary & Portable Restroom Service	189.00
	05/02/2018		Portable Restroom Service	93.68
58847	05/02/2018	Diesel Pollution Solutions Inc	Repaired DPF Regen System - Truck 52	277.50
	05/02/2018		DPF Control Module - Truck 52	1,819.40
58848	05/02/2018	Direct Energy	Electric 03/2018 - VID	696.97
	05/02/2018		Electric 03/2018 - Henshaw Buildings & Grounds	589.02
	05/02/2018		Electric 03/2018 - Henshaw Well Field	26,191.87
	05/02/2018		Electric 03/2018 - T & D / Cathodic Protection	58.54
	05/02/2018		Electric 03/2018 - Reservoirs	14.33
	05/02/2018		Electric 03/2018 - Pump Stations	6,709.28
	05/02/2018		Electric 03/2018 - Treatment Plants	28.61
58849	05/02/2018	DIRECTV	Direct TV Service	96.24
58850	05/02/2018	Don Smith	Tour of Warner Ranch & EVWTP - Staff & Guest (10)	255.73
	05/02/2018		Tour of Warner Ranch & EVWTP - P Sanchez	25.58
	05/02/2018		Tour of Warner Ranch & EVWTP - M Miller	25.58
	05/02/2018		Tour of Warner Ranch & EVWTP - R Vasquez	25.58
	05/02/2018		Tour of Warner Ranch & EVWTP - J MacKenzie	25.58
58851	05/02/2018	Drug Testing Network Inc	Pre-Employment DOT Test	60.00
58852	05/02/2018	EDCO Waste & Recycling Services Inc	Trash/Recycle 04/2018	212.05
58853	05/02/2018	El Camino Rental	Concrete Vibrator Rental	91.20
	05/02/2018		Hydraulic Pavement Breaker - Truck 10	2,405.27
58854	05/02/2018	Electrical Sales Inc	Split Bolts (1000)	2,110.88
	05/02/2018		Bulbs (40)	164.81
58855	05/02/2018	Frank & Son Paving, Inc	Paving - Delta Lane	69,081.25
58856	05/02/2018	Glennie's Office Products Inc	Office Supplies	180.32
58857	05/02/2018	Grainger	Unistrut Straps (21)	65.01
58858	05/02/2018	Hawthorne Machinery Co	Plastic Trim - B23	14.71
58859	05/02/2018	HUB Construction Specialties	Concrete Test Cylinders (8)	50.86
58860	05/02/2018	Infrastructure Engineering Corporation	Daley Bench Stabilization Design 03/18	14,660.39
58861	05/02/2018	Joe's Paving	Patch Paving	29,919.00
58862	05/02/2018	Koraleen Enterprises	Sample Station Lids & Keys	747.07
58863	05/02/2018	Lighthouse Inc	Light Bars, Mounting Kits	2,425.55
58864	05/02/2018	Mar-Con-Products Inc	Concrete w/Pumper	2,971.96
58865	05/02/2018	North County Auto Parts	Air Brake Fittings (2) - Truck 52	34.64
58866	05/02/2018	Northern Arizona University	Scholarship Award	750.00
58867	05/02/2018	Pacific Pipeline Supply	Galvanized Top Sections for Valve Boxes (25)	431.38

Payment Number	Payment Date	Vendor	Description	Amount
	05/02/2018		Steel Coupling Threaded (5)	136.95
58868	05/02/2018	Elk Grove Ford	2018 Ford F-150	32,498.94
58869	05/02/2018	Ramona Disposal Service	Trash Service 04/2018	161.10
58870	05/02/2018	Rutan & Tucker LLP	Legal 03/2018	2,783.49
	05/02/2018		Legal 03/2018	2,167.50
	05/02/2018		Legal 03/2018	255.00
	05/02/2018		Legal 03/2018	408.00
	05/02/2018		Legal 03/2018	84.00
58871	05/02/2018	San Diego Gas & Electric	Electric 04/2018 - Henshaw Building & Grounds	762.76
	05/02/2018		Electric 04/2018 - Henshaw Well Field	12,035.54
	05/02/2018		Electric 04/2018 - WCRH	41.56
58872	05/02/2018	San Diego LAFCO	LAFCO Annexation Processing Fee	6,785.00
58873	05/02/2018	SiteOne Landscape Supply, LLC	Glue PVC Wet & Dry, Pint (12)	167.35
	05/02/2018		Primer PVC, Pint (12)	187.24
	05/02/2018		Non-Stock Warehouse Supplies	643.70
58874	05/02/2018	Sloan Electric Company	Pump for Station 4	3,615.93
58875	05/02/2018	Southern Counties Lubricants, LLC	Fuel	81.08
58876	05/02/2018	TS Industrial Supply	Air Hose - Truck 30	77.19
	05/02/2018		40d Common Nails	70.36
58877	05/02/2018	Verizon Wireless	Air Cards 03/13/18-04/12/18	76.02
58878	05/02/2018	VG Donuts & Bakery Inc	Board Meeting 04/24/18	29.65
58879	05/02/2018	Vortex Industries Inc	Repair of Roll-up Doors (2)	895.20
58880	05/02/2018	Vulcan Materials Company and Affiliates	Cold Mix	2,090.83
58881	05/02/2018	Western Printing & Graphics	Door Hangers	292.28
<b>Grand Total:</b>				<b>1,042,665.69</b>



## STAFF REPORT

Agenda Item: 7

**Board Meeting Date:** May 16, 2018  
**Prepared By:** Frank Wolinski  
**Reviewed By:** Don Smith  
**Approved By:** Eldon Boone

**SUBJECT:** RESOLUTION COMMENDING FACILITIES SUPERVISOR DONALD L. GORDON

**RECOMMENDATION:** Adopt Resolution No. 18-XX commending Don L. Gordon, Facilities Supervisor, for obtaining all three Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Professional Development Program specialty certificates.

**PRIOR BOARD ACTION:** None.

**FISCAL IMPACT:** None.

**SUMMARY:** Don L. Gordon has been a devoted employee of the District for over 25 years. Initially hired as a temporary Utility Worker, his dedication and hard work have been recognized through a series of promotions leading to his current position as Facilities Supervisor. Don has exercised considerable initiative by applying for and completing the requirements of each of ACWA JPIA's Professional Development Program specialty certificates in Operations, Human Resources and Supervisor Basics.

**DETAILED REPORT:** ACWA JPIA's Professional Development Program (PDP) was developed to offer current, in-depth training and educational opportunities for water district employees. The program focuses on giving participants the tools to perform their job safely, legally and efficiently. Each specialty certificate requires approximately 40 hours of training and the completion of focused assignments. The goal of the PDP is to assist ACWA JPIA members in reducing losses by providing their employees with the skills necessary to maximize personal and organizational success and reduce risk.

Don began taking ACWA JPIA PDP courses in 2014 and has taken the initiative to attend ACWA JPIA workshops, online webinars and self-study courses required for each specialty certificate. In addition to the required coursework, Don was required to interview the District's General Manager and attend a Board meeting to better understand District management and governance. Don completed the Operations certificate in July 2017 and completed the Human Resources and Supervisor Basics certificates in March 2018.

The District wishes to congratulate Don on his hard work and resolve in completing all three ACWA JPIA PDP specialty certificates. In completing these programs, Don has acquired additional skills that not only make him a more effective supervisor but also enhance the District's ability to avoid controllable losses.

**ATTACHMENT:** Resolution No. 18-XX

RESOLUTION NO. 18-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF  
VISTA IRRIGATION DISTRICT  
COMMENDING DONALD L. GORDON  
FOR COMPLETION OF ACWA JPIA'S  
PROFESSIONAL DEVELOPMENT PROGRAM

WHEREAS, Donald L. Gordon, Facilities Supervisor, has been a devoted employee of the Vista Irrigation District for over 25 years; and

WHEREAS, Don's ongoing, self-motivated pursuit of knowledge and focus on continuous improvement led him to voluntarily register for the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Professional Development Program to further his professional growth and development; and

WHEREAS, Don's commitment to the Professional Development Program as well as his responsibilities as a supervisor are a testament to his dedication to the District; and

WHEREAS, Don has completed the requirements of all three specialty certificates offered by ACWA JPIA in Operations, Human Resources and Supervisor Basics; and

WHEREAS, the training Don has pursued has enhanced the District's ability to avoid potential liability, property and workers' compensation losses;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby commend Donald L. Gordon for his dedication and resolve in completing the ACWA JPIA Professional Development Program specialty certificates in Operations, Human Resources and Supervisor Basics.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 16<sup>th</sup> day of May 2018.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Paul E. Dorey, President

ATTEST:

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Lisa Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT





**Agenda Item: 8**

**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Eldon Boone**

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

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



**Agenda Item: 9.A**

**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Lisa Soto**  
**Approved By: Eldon Boone**

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

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



**STAFF REPORT**

**Agenda Item: 9.B**

**Board Meeting Date:** May 16, 2018  
**Prepared By:** Marian Schmidt  
**Approved By:** Eldon Boone

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

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

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>1</b>	<b>Special District Legislative Days (CSDA)</b> <i>May 22-23, 2018 – Sacramento Convention Center</i> <i>Registration deadline: 5/22/18</i>	MacKenzie (R)
<b>2 *</b>	<b>Vista Historical Society Hall of Fame Luncheon</b> <i>May 26, 2018 – 11:30 a.m., Vista Valley Country Club</i> <i>Reservation deadline: 5/18/18</i>	Dorey (R)
<b>3</b>	<b>Prop. 26, Prop. 218, and Rate Setting (CSDA)</b> <i>May 30, 2018 – Santa Margarita Water District, Las Flores</i> <i>Registration deadline: 5/24/18</i>	
<b>4</b>	<b>Orange County Water Summit (Municipal Water District of Orange County)</b> <i>June 1, 2018 – Disney’s Grand Californian Hotel, Anaheim</i> <i>Registration deadline: 5/18/18</i>	
<b>5 *</b>	<b>Council of Water Utilities Meeting</b> <i>June 19, 2018 – 7:15 a.m., Hotel Karlan San Diego</i> <i>Reservation deadline: 6/14/18</i>	
<b>6</b>	<b>Headwaters Tour (Water Education Foundation)</b> <i>June 28-29, 2018 – Rancho Cordova (GEI Consultants)</i> <i>Reservation deadline: 6/14/18</i>	
<b>7</b>	<b>Special District Leadership Academy (CSDA)</b> <i>July 8-11, 2018 – Embassy Suites Napa Valley, Napa</i> <i>Registration deadline: 6/8/18</i>	
<b>8 *</b>	<b>Council of Water Utilities Meeting</b> <i>July 17, 2018 – 7:15 a.m., Hotel Karlan San Diego</i> <i>Reservation deadline: 7/12/18</i>	
<b>9 *</b>	<b>CSDA Quarterly Dinner Meeting</b> <i>Aug. 16, 2018 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 8/9/18</i>	
<b>10 *</b>	<b>Council of Water Utilities Meeting</b> <i>Aug. 21, 2018 – 7:15 a.m., Hotel Karlan San Diego</i> <i>Reservation deadline: 8/16/18</i>	
<b>11</b>	<b>Urban Water Institute’s Annual Water Conference</b> <i>Aug. 22-24, 2018 – Hilton San Diego Resort</i> <i>Registration deadline: 8/8/18</i>	MacKenzie
<b>12 *</b>	<b>Council of Water Utilities Meeting</b> <i>Sept. 18, 2018 – 7:15 a.m., Hotel Karlan San Diego</i> <i>Reservation deadline: 9/13/18</i>	
<b>13</b>	<b>Governance Foundations – Module 1 (CSDA Special District Leadership Academy)</b> <i>Sept. 24, 2018 – Renaissance Indian Wells Resort</i> <i>Registration deadline: 9/13/18</i>	

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>14</b>	<b>CSDA Annual Conference</b> <i>Sept. 24-27, 2018 – Renaissance Resort -Palm Springs</i> <i>Registration deadline: TBD</i>	
<b>15</b>	<b>First Annual Western Groundwater Congress (GRA)</b> <i>Sept. 25-27, 2018 – Double Tree by Hilton, Sacramento</i> <i>Registration deadline: TBD</i>	
<b>16</b>	<b>Northern California Tour</b> (Water Education Foundation) <i>Oct. 10-12, 2018 – Sacramento International Airport</i> <i>Reservation deadline: 9/26/18</i>	
<b>17 *</b>	<b>Council of Water Utilities Meeting</b> <i>Oct. 16, 2018 – 7:15 a.m., Hotel Karlan San Diego</i> <i>Reservation deadline: 10/11/18</i>	
<b>18</b>	<b>Legislative Round-Up Webinar</b> (CSDA) <i>Nov. 1, 2018 – 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 10/25/18</i>	
<b>19</b>	<b>San Joaquin River Restoration Tour</b> (Water Education Foundation) <i>Nov. 7-8, 2018 – Fresno</i> <i>Reservation deadline: 10/24/18</i>	
<b>20</b>	<b>AB 1234 Ethics Compliance Training Webinar</b> (CSDA) <i>Nov. 13, 2018 – 10:00 a.m. -12:00 p.m.</i> <i>Registration deadline: 10/25/18</i>	
<b>21 *</b>	<b>CSDA Quarterly Dinner Meeting</b> <i>Nov. 15, 2018 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 11/8/18</i>	
<b>22</b>	<b>ACWA Fall Conference</b> <i>Nov. 27-30, 2018 – San Diego</i> <i>Registration deadline: TBD</i>	
<b>23</b>	<b>Colorado River Water Users Association (CRWUA)</b> <i>Dec. 12-14, 2018 – Las Vegas – Hotel TBD</i> <i>Registration deadline: TBD</i>	

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

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

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



**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Lisa Soto**

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

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

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

- Forman Deeds
- San Pasqual Undergrounding Project design proposals
- Puerta La Cruz Conservation Camp lease



**Agenda Item: 11**

**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Lisa Soto**

SUBJECT: COMMENTS BY DIRECTORS

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



**Agenda Item: 12**

**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Eldon Boone**

SUBJECT: COMMENTS BY GENERAL COUNSEL

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



**Agenda Item: 13**

**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Eldon Boone**

SUBJECT: COMMENTS BY GENERAL MANAGER

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





**STAFF REPORT**

**Board Meeting Date: May 16, 2018**  
**Prepared By: Eldon Boone**

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

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

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

**Agency Negotiators:** Eldon Boone and Brian Smith

**Negotiating Party:** Public generally

**Under Negotiation:** Price and terms