



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER DISTRICT
AGENDA
APRIL 4, 2019**

MISSION STATEMENT: Our Mission is to provide our customers and future generations with reliable, safe and high quality water at an equitable price; to create and maintain outstanding service and community relations; to manage and protect the environmental health of the aquifers and watersheds; and to ensure the fiscal vitality of the San Lorenzo Valley Water District.

Notice is hereby given that a meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, April 4, 2019 at 6:30 p.m.**, SLVWD, 13057 Highway 9, Boulder Creek, CA 95006 and by teleconference at 2017 American Dr., Lago Vista, TX 78645.

In compliance with the requirements of Title II of the American Disabilities Act of 1990, the San Lorenzo Valley Water District requests that any person in need of any type of special equipment, assistance or accommodation(s) in order to communicate at the District's Public Meeting can contact the District Secretary's Office at (831) 430-4636 a minimum of 72 hours prior to the scheduled meeting.

Agenda documents, including materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet, are available for public inspection and may be reviewed at the office of the District Secretary, 13060 Highway 9, Boulder Creek, CA 95006 during normal business hours. Such documents are also available on the District website at www.slvwd.com subject to staff's ability to post the documents before the meeting.

1. Convene Meeting/Roll Call

2. Additions and Deletions to Agenda:

Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).

3. Oral Communications:

This portion of the agenda is reserved for Oral Communications by the public for items which are not on the agenda. Please understand that California law (The Brown Act) limits what the Board can do regarding issues raised during Oral Communication. No action or discussion may occur on issues outside of those already listed on today's agenda.

Any person may address the Board of Directors at this time, on any subject that lies within the jurisdiction of the District. Normally, communication must not exceed five (5) minutes in length, and individuals may only speak once during Oral Communications.

4. Unfinished Business:

Members of the public will be given the opportunity to address each scheduled item prior to Board deliberations. The President of the Board may establish a time limit for members of the public to address the Board on agenda.

- a. USDA LOAN UPDATE
USDA Loan update presentation from K. Plonka of WSC.

5. New Business:

Members of the public will be given the opportunity to address each scheduled item prior to Board deliberations. The Chairperson of the Board may establish a time limit for members of the public to address the Board on agenda items.

- a. WSC CONTRACT AMENDMENT
Discussion and possible action by the Board regarding WSC contract amendment.
- b. BOARD RESIGNATION
Discussion and possible action by the Board regarding the Board resignation and the process for filling the vacancy.
- c. COMMITTEE APPOINTMENTS
Discussion and possible action by the Board regarding combining the Engineering and Environmental Committees.
- d. HARO KASUNICH AND ASSOCIATES CONTRACT AMENDMENT
Discussion and possible action by the Board regarding Haro Kasunich contract amendment for Lyon Tank Access Road Geotechnical Investigation.
- e. LETTER TO PRESS BANNER
Discussion and possible action by the Board regarding a letter from the Board to the Press Banner addressing recent controversies and respectful workplace complaints.

6. Informational Material:

- o Water Board Grapples - Press Banner 3.19.19
- o Director Resigns - SC Sentinel 3.28.19

7. Adjournment

Certification of Posting

I hereby certify that on March 29, 2019 I posted a copy of the foregoing agenda in the outside display case at the District Office, 13060 Highway 9, Boulder Creek, California, and at 2017 American Dr., Lago Vista, TX, said time being at least 72 hours in advance of the meeting of the Board of Directors of the San Lorenzo Valley Water District (Government Code Section 54954.2).

Executed at Boulder Creek, California on March 29, 2019.

Holly Hossack, District Secretary
San Lorenzo Valley Water District

MEMO

To: Board of Directors

From: District Manager

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING REQUEST FOR
INCREASE OF \$90K IN CURRENT ON-CALL AS-NEEDED
ENGINEERING CONTRACT WITH WSC ENGINEERING

DATE: APRIL 4, 2019

RECOMMENDATION

It is recommended that the Board of Directors by motion approve an increase of \$90,000 to the current On-Call As-Needed Engineering contract with WSC Engineering.

BACKGROUND

In June, 2017 the Board awarded an On-Call As-Needed Engineering contract to WSC Engineering (attached) for a not-to-exceed price of \$60,000. The intent was to provide engineering services to the District for small or emergency projects without initiating a Request for Proposal (RFP) every time services are needed. Items covered under this contract were pursuit of funding options, front end-documents for Pasatiempo Well 5a, a portion of the Bear Creek Road Pipeline Project, a portion of the Highway 9 Storm Repairs Pipeline Project, and extension of staff services.

In November 2017, the Board awarded an amendment for \$20,000 in order to continue work on as-needed items, including finishing the design for Bear Creek Road, a portion of the Fall Creek Fish Ladder Debris Removal project, completion of design and coordination with Caltrans for the Highway 9 Storm Repairs Pipeline Project, and funding support.

A second Amendment was issued in September 2018 for \$50,000, in order to design the Lompico PRV Project, create CAD based standard drawings, design the Trout Farm Inn Fire Service, provide support for the Lyon Tank Access Road Rehabilitation Project, write a draft RFP for the Bear Creek Estates Wastewater Treatment Facility Upgrades, and continued funding support.

Staff is requesting a \$90,000 extension to the current On-Call As-Needed contract the District has with WSC Engineering for a total contract value of \$220,000. To date, this contract has been very effective in providing critical engineering services for emergency and high-priority projects for the District.

Additional engineering work remains while we issue a new On-Call As-Needed Engineering Services. The work remaining includes, but is not limited to:

- a. Create standard drawings for appurtenances as requested by District
- b. Write a revised RFP for the Lyon Tank Access Road Rehabilitation Project, support geotechnical investigation, environmental permitting, and design
- c. Provide plans and specifications and permitting support for the Glen Arbor Bridge Pipeline
- d. Provide continued program management for Bear Creek Estates Wastewater Treatment Facility Upgrades
- e. Assign and manage various projects as directed by District
- f. Attending Board and Committee Meetings as-needed
- g. Provide other services as needed

STRATEGIC PLAN:

Element 3.1 Capital Improvement Program

FISCAL IMPACT:

\$90,000 capitalized across various improvement projects

AMENDMENT #3
To the
AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
SAN LORENZO VALLEY WATER DISTRICT (District)
and
WATER SYSTEMS CONSULTING, INC. (Consultant)

Pursuant to the June 15, 2017 Agreement for Professional Services between the San Lorenzo Valley Water District, hereinafter referred to as "District" and Water Systems Consulting, Inc. hereinafter referred to as "Consultant" District and Consultant hereby agree as follows:

1. Additional professional services shall be performed by Consultant, as Directed by the District to support efforts for the On Call As Needed Engineering Services on a time and material basis, with a not-to-exceed limit of \$90,000 unless changed in writing by District. Services to be provided to the District are more fully described in "Exhibit D", Scope of Services for Amendment No. 3.
2. The revised fee under the June 15, 2017 agreement and Amendments #1 and #2 thereto, plus the Additional Services Authorized by this Amendment, made and entered into on this 4th day of April, 2019, is \$220,000 (two hundred twenty thousand dollars).
3. All other provisions of the June 15, 2017 agreement, November 20, 2017 Amendment #1, and September 20, 2018 Amendment #2 between District and Consultant shall remain in full force and effect.

SAN LORENZO VALLEY WATER DISTRICT,

Rick Rogers
District Manager
San Lorenzo Valley Water District

Jeff Szytel
President
Water Systems Consulting, Inc.

Approved as to form:

Gina Nicholls,
District Counsel

EXHIBIT "D"
SCOPE OF SERVICES FOR AMENDMENT NO. 3

The following is an example of typical services, however is not intended to be a comprehensive list of work that may be requested by the District from time to time. Support includes tasks such as, but not limited to:

- a. Create standard drawings for appurtenances as requested by District
- b. Write a revised RFP for the Lyon Tank access road, support geotechnical investigation, environmental permitting, and design
- c. Design pipeline and assist with permitting for the Glen Arbor Bridge Pipeline
- d. Provide continued program management for Bear Creek Estates Wastewater Treatment Facility Upgrades
- e. Assign and manage various projects as directed by District
- f. Attending Board and Committee Meetings as-needed
- g. Provide other services as needed

WSC will track costs for each assignment as requested by the District.

AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
SAN LORENZO VALLEY WATER DISTRICT (District)
and
WATER SYSTEMS CONSULTING, INC. (Consultant)

PREAMBLE

This agreement for the performance of professional services ("Agreement") is made and entered into on this **15** day of **JUNE, 2017** ("Effective Date"), by and between **WATER SYSTEMS CONSULTING, INC.** with its principal place of business located at **SAN LUIS OBISPO** ("Consultant") and the San Lorenzo Valley Water District, a California County Water District, with its principal place of business located at 13060 Highway 9, Boulder Creek, CA 95006 ("District"). District and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A.** District desires to secure professional services as described in Exhibit A, entitled "Scope of Services"; for **ON-CALL AS-NEEDED ENGINEERING SERVICES**
- B.** Consultant represents that it possesses the professional qualifications and expertise to provide such services and
- C.** The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

Except as specified in this Agreement, Consultant shall furnish all technical, legal and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by District at its own risk and expense. Services to be provided to District are more fully described in Exhibit A, entitled "Scope of Services.". All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

2. TERM OF AGREEMENT

Consultant shall provide the services under the requirements of this Agreement commencing upon the date of execution of this Agreement by the parties. Consultant shall complete services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties.

3. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the quality, technical accuracy, and coordination of services furnished by it under this Agreement as outlined in Exhibit A. Consultant will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to District for the performance of

Consultant, and any of his or her employees, agents, subcontractors, or suppliers, under these Agreement Documents.

4. RESPONSIBILITY OF DISTRICT

- A.** The District Manager, or designee, shall be District's authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this Agreement are properly and timely prepared in order to enable Consultant to commence and continue services according to terms of the Agreement.
- B.** On behalf of District, the District Manager, or designee, shall be District's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The District Manager, or designee, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall promptly comply with instructions from District Manager or designee. The District Manager will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to the terms of this Agreement.

5. PAYMENT OF COMPENSATION

- A.** In consideration for Consultant's performance of services, District shall pay Consultant for all services rendered by Consultant pursuant to Consultant's Standard Rate Schedule, the current version of which is outlined in Exhibit B, "Services Fee Schedule." Payments made by District under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification by District, pursuant to the standard rates set forth in the "Services Fee Schedule" attached as Exhibit B. Consultant may begin services prior to the effective date of this agreement at its own risk, with the understanding that, upon District approval, District may choose to compensate consultant for services performed prior to authorization by District's Board of Directors, with the limits of the District Manager's authority.
- B.** Consultant shall bill District on a monthly basis for services provided by Consultant during the preceding month, subject to verification by District. Payment to Consultant for services will be made within thirty (30) days of date of Consultant invoice.
- C.** Compensation for the services hereunder shall be on a time and material basis, with a total contract not-to-exceed limit of **\$60,000** unless changed in writing by District.

6. RIGHT TO TERMINATION

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and District's authorized representative. Consultant shall be entitled to compensation for all services rendered

prior to termination and for any services authorized by the authorized representative thereafter.

7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

This Agreement is a contract for professional services. District and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

8. NO AGENCY

Consultant shall not have authority, expressed or implied, to act on behalf of District as an agent, or to bind District to any obligations whatsoever, unless specifically authorized in writing by the District Manager or authorized representative.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. CONSULTANT IS AN INDEPENDENT CONSULTANT

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is neither an agent nor employee of District. Consultant has full rights to manage its employees subject to the requirements of the law.

11. CONFIDENTIALITY OF MATERIAL

All memoranda, specifications, plans, data, drawings, descriptions, documents, discussions or other information received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of District, be used for any purposes other than the performance of the services nor be disclosed to an entity not connected with performance of the services. Nothing furnished to Consultant, which is otherwise known to Consultant or becomes generally known to the public or is of public record, shall be deemed confidential.

12. RIGHT OF DISTRICT TO INSPECT RECORDS OF CONSULTANT

District, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant's compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to District. District shall disallow any expenses not so recorded.

Consultant shall submit to District any and all reports concerning its performance under this Agreement that may be requested by District in writing. Consultant agrees to assist

District in meeting District's reporting requirements to the State and other agencies with respect to Consultant's services hereunder.

13. CORRECTION OF SERVICES

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective services at no further cost to District, when such defects are due to the negligence, errors or omissions of Consultant.

14. FORCE MAJEURE

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days of the commencement of such condition, notify the District Manager who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services for period of enforced delay when and if the District Manager's determination shall be final and conclusive upon the parties to this Agreement.

15. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

16. HOLD HARMLESS/INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold District, its Board members, officers, and employees, harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

Consultant is not obligated to indemnify District in any manner whatsoever for District's own negligence.

17. INSURANCE REQUIREMENTS

A. Without limiting Contractor's indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage):
Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury

2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with District all certificates for required insurance policies for District's approval as to adequacy of insurance protection.

18. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by District and Consultant, shall be incorporated in amendments to this Agreement.

19. WAIVER

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

20. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement embodies the Agreement between District and Consultant and its terms and conditions. No other understanding, agreements, conversations or otherwise, with any officer, agent or employee of District prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this

Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon District.

Agreement Documents comprise the entire Agreement between District and Consultant concerning the work to be performed for this project. Agreement Documents are complementary; what is called for in one of the Agreement Documents is binding as if called for by all of them.

21. SEVERABILITY CLAUSE

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the parties.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to District addressed as follows:

Brian C. Lee
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

And to Consultant addressed as follows:

JEFFERY SZYTEL
PRINCIPAL
WATER SYSTEMS CONSULTING, INC.
PO BOX 4255
SAN LUIS OBISPO, CA 93403

23. STATUTES AND LAW GOVERNING AGREEMENT

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

24. WAIVER OF CONSEQUENTIAL DAMAGES

District and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

25. DISPUTE RESOLUTION

A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and District regarding the construction or application of this Agreement, and claims arising out of this agreement or its breach, shall be submitted to

mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court, State of California, County of Santa Cruz appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. Mediation under this section is a condition precedent to filing an action in any court. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party.

26. VENUE


In the event that suit shall be brought by either Party, the Parties agree that the venue shall be exclusively vested in the state courts of the State of California, County of Santa Cruz, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose.

27. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and District.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

SAN LORENZO VALLEY WATER DISTRICT,




Brian C. Lee
District Manager
San Lorenzo Valley Water District



Jerome Olthof
Chief Operating Officer
Water Systems Consulting, Inc.

Approved as to form:



Marc G. Hynes,
District Counsel

EXHIBIT "A"

SCOPE OF SERVICES

The following is an example of typical services, however it is not intended to be a comprehensive list of work that may be requested by the District.

(1) Under general engineering requirements, Water Systems Consulting (WSC) may be required to provide the following services:

- a. Serve as technical consultant to the District and provide input and guidance on matters dealing with planning and engineering issues
- b. Assist the District staff in developing budgets for capital projects
- c. Attend Board meetings, public meetings, or meetings with other agencies as requested
- d. Provide plan-check services and conduct feasibility and specialized studies for development
- e. Provide condition assessment services
- f. Provide planning, modeling, preliminary design, detailed design, bidding assistance, and construction engineering support for District's capital projects
- g. Develop a standards manual including drawings and specs for the District
- h. Provide funding assistance for the District including USDA and/or SRF as appropriate
- i. Provide other services as needed

WSC will track costs for each assignment as required by the District.

EXHIBIT "B"
2017 RATE SCHEDULE



2017 Classifications and Rates

Labor Classification	Hourly Rate
Principal	\$275
Senior Engineer V	\$255
Senior Engineer IV	\$240
Senior Engineer III	\$225
Senior Engineer II	\$210
Senior Engineer I	\$200
Associate Planner/Engineer III	\$185
Associate Planner/Engineer II	\$175
Associate Planner/Engineer I	\$165
Staff Planner/Engineer III	\$159
Staff Planner/Engineer II	\$150
Staff Planner/Engineer I	\$137
Assistant Engineer	\$126
Engineering Intern	\$110
Construction Inspector (Prevailing Wage – Group 1)	\$154
Construction Inspector (Prevailing Wage – Group 2)	\$148
Construction Inspector (Prevailing Wage – Group 3)	\$133
Construction Inspector (Prevailing Wage – Group 4)	\$120
Construction Inspector (Non-Prevailing Wage)	\$120
Senior Technician/ CAD Designer	\$125
Technician/ CAD Operator	\$110
Outreach Specialist / Facilitator	\$185
Project Coordinator / Controller	\$110
Administration / Clerical	\$90

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.535 per mile (or current Federal Mileage Reimbursement Rate)

Airplane mileage rate \$1.15 per mile (or current Federal Airplane Mileage Reimbursement Rate)

Rates are subject to revision as of January 1, 2018

INSURANCE REQUIREMENTS

A. Without limiting Contractor's indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage):
Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with District all certificates for required insurance policies for District's approval as to adequacy of insurance protection.



WATESYS-01

FRANCISCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liconso # 0E67768

IOA Insurance Services
3875 Hopyard Road
Suite 240
Pleasanton, CA 94588

CONTACT NAME: Cassandra Thompson

PHONE (A/C, No, Ext):

FAX (A/C, No): (925) 416-7869

E-MAIL: Cassandra.Thompson@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : RLI Insurance Company

13056

INSURER B : Arch Insurance Company

11150

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Water Systems Consulting, Inc.
P.O. Box 4255
San Luis Obispo, CA 93403

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PSB0001311	12/06/2016	12/06/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPIOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC					
	OTHER					
A	AUTOMOBILE LIABILITY					
X	ANY AUTO OWNED AUTOS ONLY	X	PSA0001082	12/06/2016	12/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X OCCUR				
X	EXCESS LIAB	CLAIMS-MADE	PSE0001238	12/06/2016	12/06/2017	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION S					AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	PSW0001601	10/07/2016	10/07/2017	X PER STATUTE OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$
B	Professional Liab.		PAAEP0009101	12/06/2016	12/06/2017	Per Claim 2,000,000
B	Professional Liab.		PAAEP0009101	12/06/2016	12/06/2017	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: On-Call As-Needed Engineering Services

All operations of the Named Insured, including the aforementioned project, if any.

CERTIFICATE HOLDER

CANCELLATION

San Lorenzo Valley Water District, a California County Water District
13060 Highway 9
Boulder Creek, CA 95006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leslie Bancroft

ACORD 25 (2016/03)

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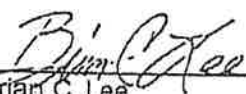
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AMENDMENT #1
To the
AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
SAN LORENZO VALLEY WATER DISTRICT (District)
and
WATER SYSTEMS CONSULTING, INC. (Consultant)

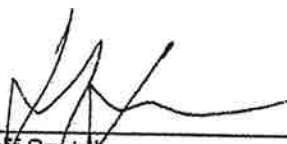
Pursuant to the June 15, 2017 Agreement for Professional Services between the San Lorenzo Valley Water District, hereinafter referred to as "District" and Water Systems Consulting, Inc. hereinafter referred to as "Consultant" District and Consultant hereby agree as follows:

1. Additional professional services shall be performed by Consultant, as Directed by the District to support design efforts for the On Call As Needed Engineering Services on a time and material basis, with a not-to-exceed limit of \$20,000 unless changed in writing by District.
2. The revised fee under the June 15, 2017 agreement, plus the Additional Services Authorized by this Amendment, made and entered into on this 20 day of November, 2017, is \$80,000 (eighty thousand dollars).
3. All other provisions of the June 15, 2017 agreement between District and Consultant shall remain in full force and effect.

SAN LORENZO VALLEY WATER DISTRICT,




Brian C. Lee
District Manager
San Lorenzo Valley Water District



Jeff Szytel
President
Water Systems Consulting, Inc.

Approved as to form:



Gina Nicholls,
District Counsel


AMENDMENT #2
To the
AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
SAN LORENZO VALLEY WATER DISTRICT (District)
and
WATER SYSTEMS CONSULTING, INC. (Consultant)

Pursuant to the June 15, 2017 Agreement for Professional Services between the San Lorenzo Valley Water District, hereinafter referred to as "District" and Water Systems Consulting, Inc. hereinafter referred to as "Consultant" District and Consultant hereby agree as follows:

1. Additional professional services shall be performed by Consultant, as Directed by the District to support efforts for the On Call As Needed Engineering Services on a time and material basis, with a not-to-exceed limit of \$50,000 unless changed in writing by District. Services to be provided to the District are more fully described in "Exhibit C", Scope of Services for Amendment No. 2. GWS JS
2. The revised fee under the June 15, 2017 agreement, plus the Additional Services Authorized by this Amendment, made and entered into on this 20th day of September, 2018, is \$130,000 (one hundred eighty thousand dollars). GWS JS
and Amendment #1 thereto
3. All other provisions of the June 15, 2017, and November 20, 2017 amendment and between District and Consultant shall remain in full force and effect. #1 GWS JS

SAN LORENZO VALLEY WATER DISTRICT,


Rick Rogers
Interim District Manager
San Lorenzo Valley Water District


Jeff Szytel
President
Water Systems Consulting, Inc.

Approved as to form:

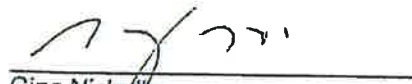

Gina Nichols,
District Counsel

EXHIBIT "C"

SCOPE OF SERVICES FOR AMENDMENT NO. 2

The following is an example of typical services, however is not intended to be a comprehensive list of work that may be requested by the District from time to time. Support includes tasks such as, but not limited to:

- a. Create a standard drawing for hydrants, water services, and gate valves size 6"+
- b. Write an RFP for the Lyon Tank access road and support design
- c. Assign and manage various projects to the as-needed design firms
- d. Create a bid package for installation of 8 PRV's
- e. Attending Board and Committee Meetings as-needed
- f. Provide other services as needed

WSC will track costs for each assignment as requested by the District.

AMENDMENT #3
To the
AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
SAN LORENZO VALLEY WATER DISTRICT (District)
and
WATER SYSTEMS CONSULTING, INC. (Consultant)

Pursuant to the June 15, 2017 Agreement for Professional Services between the San Lorenzo Valley Water District, hereinafter referred to as "District" and Water Systems Consulting, Inc. hereinafter referred to as "Consultant" District and Consultant hereby agree as follows:

1. Additional professional services shall be performed by Consultant, as Directed by the District to support efforts for the On Call As Needed Engineering Services on a time and material basis, with a not-to-exceed limit of \$90,000 unless changed in writing by District. Services to be provided to the District are more fully described in "Exhibit D", Scope of Services for Amendment No. 3.
2. The revised fee under the June 15, 2017 agreement and Amendments #1 and #2 thereto, plus the Additional Services Authorized by this Amendment, made and entered into on this 4th day of April, 2019, is \$220,000 (two hundred twenty thousand dollars).
3. All other provisions of the June 15, 2017 agreement, November 20, 2017 Amendment #1, and September 20, 2018 Amendment #2 between District and Consultant shall remain in full force and effect.

SAN LORENZO VALLEY WATER DISTRICT,

Rick Rogers
District Manager
San Lorenzo Valley Water District

Jeff Szytel
President
Water Systems Consulting, Inc.

Approved as to form:

Gina Nicholls,
District Counsel

EXHIBIT "D"
SCOPE OF SERVICES FOR AMENDMENT NO. 3

The following is an example of typical services, however is not intended to be a comprehensive list of work that may be requested by the District from time to time. Support includes tasks such as, but not limited to:

- a. Create standard drawings for appurtenances as requested by District
- b. Write a revised RFP for the Lyon Tank Access Road Rehabilitation Project, support geotechnical investigation, environmental permitting, and design
- c. Provide plans and specifications and permitting support for the Glen Arbor Bridge Pipeline
- d. Provide continued program management for Bear Creek Estates Wastewater Treatment Facility Upgrades
- e. Assign and manage various projects as directed by District
- f. Attending Board and Committee Meetings as-needed
- g. Provide other services as needed

WSC will track costs for each assignment as requested by the District.

MEMO

To: Board of Directors

From: District Manager

Subject: VACANCY IN AN ELECTIVE OFFICE OF THE BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER DISTRICT

Date: April 4, 2019

RECOMMENDATION:

It is recommended that the Board of Directors review this memorandum and by motion of the Board, (a) find that an elective office (Board seat) has become vacant as of March 26, 2019; and (b) proceed with filling the vacancy in accordance with applicable provisions of the California Government Code Sections 1770-1782. Section 1780 empowers the Board to either:

- 1) appoint a person within 60 days to fill the vacancy for the balance of unexpired term, or
- 2) call for an election to be held on the next established election date.

Staff recommends filling the vacancy by an appointment of the Board, in which case the motion should direct staff to proceed with posting the notice of vacancy and establish April 24, 5:00 p.m. as the closing date for the receipt of applications.

BACKGROUND:

By correspondence dated March 26, 2019, Margaret Bruce tendered her resignation from the San Lorenzo Valley Water District Board of Directors, effective immediately as of that date. (See Attachment 1.) Ms. Bruce was first appointed to the District's Board in July 5, 2012 and has served continuously since then. She was re-elected most recently in 2016, and her term expires in 2020.

Pursuant to California Government Code Section 1780, in the event of a vacancy in any elective office of a governing board of a special district, the remaining board members may fill the vacancy by appointment within sixty (60) days of the effective date of the vacancy. (See Attachment 2.) Therefore, the Board must make an appointment to fill the vacancy, if at all, by May 25, 2019. Pursuant to subdivision (d)(1) of Section 1780, notice of the vacancy must be posted in three or more conspicuous places in the District at least fifteen (15) days prior to the appointment.

The District's Board Policy Manual requires establishing a closing date for the receipt of applications for the vacancy, and provides that interviews shall be conducted at the next regular Board meeting following the date of closure of applications. The Board Policy Manual further instructs that the appointment shall be made "without undue delay." (See Attachment 3.)

In the alternative, Government Code Section 1780 allows the Board to call for an election to be held on the next established election date, which the County has scheduled for November 5, 2019. This alternative would result in a prolonged vacancy until after the November 2019 election results are certified. A prolonged vacancy would create governance challenges such as potential difficulty achieving quorum, and thereby impact the ability of the District to carry on District business.

Staff recommends that the Board fill the vacancy as soon as practicable by making an appointment and establish April 24, 5:00 p.m. as the closing date for the receipt of applications. Pursuant to the Board Policy Manual, applicants would be scheduled for interview at the May 2 regular meeting of the Board. The Board may make its appointment at the May 2 meeting, or at any properly noticed Board meeting conducted on or before May 25, 2019. (See Attachment 4.)

STRATEGIC PLAN:

Element 6.0 Public Affairs

Element 9.0 Administrative Management

FISCAL IMPACT:

TBD

ATTACHMENTS:

Attachment 1 - M. Bruce Notice of Resignation

Attachment 2 - Government Code Section 1780

Attachment 3 - Board Policy Manual, Relevant Excerpts

Attachment 4 - Proposed Schedule of Events; Draft Notice of Vacancy; Draft Application

Holly Hossack

From: Margaret Bruce
Sent: Tuesday, March 26, 2019 9:33 AM
To: Rick Rogers; Lois Henry; Nicholls, Gina R.
Cc: Holly Hossack
Subject: Notice of Resignation

Dear Rick, Lois and Gina -

I am hereby resigning from the San Lorenzo Valley Water District Board of Directors, effective immediately.

It has been an honor to serve the citizens and staff of the District.

Sincerely,

Margaret Bruce

GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7914] (*Title 1 enacted by Stats. 1943, Ch. 134.*)

DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599] (*Division 4 enacted by Stats. 1943, Ch. 134.*)

CHAPTER 4. Resignations and Vacancies [1750 - 1782] (*Chapter 4 enacted by Stats. 1943, Ch. 134.*)

ARTICLE 2. Vacancies [1770 - 1782] (*Article 2 added by Stats. 1943, Ch. 134.*)

- 1780.** (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.
- (b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.
- (c) The remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e).
- (d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.
- (2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.
- (3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.
- (e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.
- (f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.
- (2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

(2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.

(3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

(Amended by Stats. 2007, Ch. 343, Sec. 4. Effective January 1, 2008.)

20. RESIGNATIONS

Resignations by Directors shall be in writing, state the effective date and be submitted to the President of the Board of Directors and District Secretary. In the event the President of the Board of Directors resigns, the resignation shall be submitted to the Vice-President of the Board of Directors and the District Secretary.

21. VACANCIES

Directors are expected to carry out their responsibilities to the best of their abilities. In order to accomplish this goal, Directors should be present for scheduled meeting or events whenever possible. In accordance with California Government Code section 1770 a Director position vacancy will occur whenever "he or she ceases to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness", or when absent from the Board of Directors without the permission of the majority of the Board of Directors.

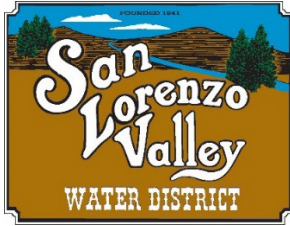
If such vacancy occurs, the Board of Directors will take action in accordance with California Government Code section 1770.

In order to accomplish this in an orderly and consistent manner, when a vacancy of an elected Director occurs, the District Board of Directors, after discussion and consideration, shall when deemed appropriate, instruct staff to:

- A) Place a public notice advising that a vacancy has occurred in accordance with applicable provisions of law; and
- B) Said notice shall advise prospective candidates of the steps to take to apply for appointment; and
- C) The District's Board of Directors shall establish the closing date for the receipt of applications; and
- D) Applicants shall submit the following, by the date specified in the notice:
 - 1) a letter of interest, and
 - 2) a resume, with particular emphasis on the applicant's knowledge of special districts, and
- E) Applicant(s) shall be interviewed at the next regularly scheduled meeting of the District's Board of Directors following the date of closure for applications; and
- F) The District's Board of Directors shall make the appointment without undue delay, but need not act at the same meeting.

VACANCY IN OFFICE OF DIRECTOR
PROPOSED SCHEDULE OF EVENTS

<u>DATE</u>	<u>ACTION</u>
April 4, 2019	Board directs vacancy to be filled by appointment.
April 5, 2019	Staff posts Notice of Vacancy in accordance with Government Code Section 1780.
April 10, 2019	Last day to notify County Clerk of vacancy in accordance with Government Code Section 1780.
April 24, 2019	Closing date for the receipt of applications.
May 2, 2019	Interview applicants; possible appointment.
May 17, 2019	If appointment is made on May 2, last day to notify County Clerk of appointment pursuant to Government Code Section 1780.
May 25, 2019	Last date to make an appointment; last date to submit Notice of Election to County Clerk.
November 5, 2019	County's next established election date.



Notice of Vacancy

Interested persons are hereby notified that pursuant to Government Code §1780 there is a vacancy on the

SAN LORENZO VALLEY WATER DISTRICT

Board of Directors

The position to be filled is for a term ending when the November 2020 election results are certified.

The seat will go to election in 2020 for
a new 4-year term.

Applications are available at the SLVWD Office located at:

13060 Highway 9, Boulder Creek, CA

On our website:

www.slvwd.com

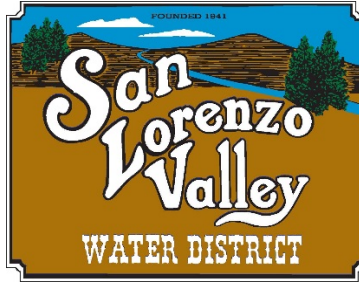
By contacting the District Secretary:

hhossack@slvwd.com

(831) 430-4636

Applications are due _____ by 5:00 pm

Pursuant to Gov. Code §1780, this notice will be posted for 15 days in 3 or more conspicuous locations in the District from _____, 2019



Application for Appointment to Fill a Vacancy on the San Lorenzo Valley Water District Board of Directors

Instructions:

If you are interested in serving as a Director on the San Lorenzo Valley Water District Board, please complete this application and return it to the District Secretary, 13060 Highway, Boulder Creek, CA 95006 or hhossack@slvwd.com.

Due Date is _____ by 5:00 pm

Date: _____

Name: _____

Address where you live: _____

Mailing address (if different): _____

Phone (daytime): _____ Phone (evening): _____

Email: _____

Statement of Qualifications:

Please complete this section or attach a current resume.

EDUCATION:

Institution	Major	Degree	Year

WORK/VOLUNTEER EXPERIENCE:

Organization	City	Position	From	To

Letter of Interest:

Please briefly describe your qualifications and why you are interested in serving on the Board of Directors.

Certification:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Signature

Date

MEMO

TO: Board of Directors
FROM: District Manager
SUBJECT Board Member Committee Assignments
DATE April 4, 2019

Recommendation:

It is recommended that the Board of Directors review Board Member Committee assignments and make changes to the Committees as necessary in regard to former Director Bruce's resignation.

Background:

The San Lorenzo Valley Water District Board of Directors Policy Manual provides for four standing committees with Board members and the Santa Margarita Groundwater Agency (SMGWA) as follows:

Administrative - Fultz, Henry

Budget & Finance - Fultz, Henry

Engineering - Bruce, Swan

Environmental - Bruce, Fultz

SMGWA - Henry, Swan, Bruce (alternate)

On March 26, 2019 Margaret Bruce resigned from the Board creating vacancies on the Environmental & Engineering Committees and Santa Margarita Groundwater Agency -alternate member.

Each standing committee shall have no power or authority to commit the District or to take any action on behalf of the Board of Directors. Standing Committees shall hold meetings at such times, frequency and locations as deemed necessary by consensus of the committee members. Committees are encouraged to meet at least monthly.

It shall be the responsibility of the Board Chair to appoint and disband all committees, subject to Board of Directors approval.

It is recommended that the Board Chair review Board Committee assignments and recommend appointments to fill vacancies on committees and SMGWA subject to Board of Directors approval.

MEMO

TO: Board of Directors

FROM: District Manager

SUBJECT: Contract for Services, Lyon Water Treatment Plant and Storage Tank Access Road Repairs.

DATE: April 4, 2019

Recommendation:

It is recommended that the Board of Directors review this memo and approved the attached Haro, Kasunich and Associates, Inc. (HKA) proposal agreement for geotechnical investigation, Lyon Water Treatment Plant and Storage Tank Access Road Repairs.

Background

In the winter of 2017, Lyon Water Treatment Plant and Storage Tank Access Road site experienced a large landslide that impacted the access road leading up to the Lyon Water Treatment Plant and tank site. This project is eligible for funding California - Severe Winter Storms, Flooding, and Mudslides FEMA-4308-DR. The District hired the services of Haro, Kasunich and Associates, to prepare a geotechnical investigation report. The report suggests the property is currently suffering from very deep seated, complex, intermittent, seasonal, landslide movement in some areas. The report recommends stabilizing a portion of the slope using a series of secant pile walls combined with grading operations to restore the road shoulders along the access road leading to the Lyon Tank. Although the platforms supporting the access road would be secured by the secant pile walls the slope and landslide mass will not be stabilized down slope from the lower secant pile retaining wall.

The slow moving landslide, which initially activated in the winter of 2017, has resulted in significant damage to the only access road to the SLVWD Lyon Water Tank and Water Treatment Facility. The water tank (3.5 million gallons) is the main water supply for residents within the San Lorenzo Valley Water district. The landslide is located between the upper most road that provides access to the base of the Lyon Tank which we will refer to as the "upper road" (that traverses

the head scarp) and Hessey Creek, located about 200 feet downslope and to the east. A 160 foot long portion of Madrone Road which we will refer to as the “lower road” crosses the active landslide deposit and has been damaged. Additional Geotechnical Investigation and consultation is needed with the Scope of Services as follows;

Scope of Services

A. Review available geotechnical data in our files regarding the site and previous geotechnical investigation;

B. Engineering analysis and evaluation of the field and laboratory test data performed as a part of the previous investigation to determine a practical method to improve the portion of the landslide mass downslope from the lowest secant pile retaining wall. The subject landslide mass will be evaluated for stability using a third row of secant pile retaining wall along the toe of the slope and by placement of a culvert and large soil buttress within the creek;

C. Make observations and measurements of the section of Madrone Road that would be driven by large vehicles such as drilling rigs and trucks transporting heavy construction equipment. HKA will identify locations of the road that should be improved prior to use by construction equipment and trucks. If areas are identified in need of improvement HKA will prepare a geotechnical work plan to investigate and provide recommendations for improvement of the road;

D. Meet with specialty construction engineering contractors to discuss the constructability of proposed slope improvements and condition of Madrone Road leading up to project site.

Cost Estimate of Geotechnical Investigation

Estimated total cost to perform the geotechnical investigation will be \$22,740.00. The District has also requested a cost estimate for additional consultation with construction engineering contractors which may be required. The purpose of these meetings will be to develop an understanding of the construction feasibility of the proposed repair alternatives and possibly develop additional repair alternatives with the contractor. Consultation work is performed on a time and materials basis. The estimated cost of the additional consultation for these services to be \$12,800.00.

Staff is requesting, by motion of the Board, to approve contracting with Haro, Kasunich and Associates, Inc. for additional geotechnical investigation and consultation with contractors in the amount of \$35,540.00. This project is eligible for funding at 75% FEMA-4308-DR Project Number SZSLC80.

HARO, KASUNICH AND ASSOCIATES, INC.

CONSULTING GEOTECHNICAL & COASTAL ENGINEERS

P4090.3
18 March 2019

SAN LORENZO VALLEY WATER DISTRICT
c/o Mr. Brian Lee
13060 Highway 9
Boulder Creek, California 95006

Subject: Proposal Agreement Geotechnical Investigation

Reference: Lyon Tank Access Road Landslide Repair
365 Madrone Drive
Boulder Creek, California

Dear Mr. Lee:

Haro, Kasunich and Associates, Inc. (HKA) is pleased to submit this proposal for an update to our Geotechnical Investigation Report for the property located at 365 Madrone Drive in Boulder Creek, California. In winter of 2017 the site experienced a large landslide that impacted the access road leading up to the Lyon Tank. HKA prepared a geotechnical investigation report in August 2018. The report suggests the property is currently suffering from very deep seated, complex, intermittent, seasonal, landslide movement in some areas. The report recommends stabilizing a portion of the slope using a series of secant pile walls combined with grading operations to restore the road shoulders along the access roads leading to the Lyon Tank. Although the platforms supporting the access roads would be secured by the secant pile walls the slope and landslide mass will not be stabilized down slope from the lower secant pile retaining wall.

HKA met with Rick Rogers with San Lorenzo Valley Water District (SLVWD) and Kristen Plonka with WSC Engineers (facilitating RFP) to discuss the results of HKA's Geotechnical Investigation, the concerns of SLVWD, and logistics of the RFP. Based on our meeting HKA understands that SLVWD would like to stabilize the entire affected slope and landslide mass, not just the portion of the hillside supporting the access road upslope from the secant pile walls. HKA also understands that SLVWD would like to retain HKA throughout the duration of the RFP process and construction. Therefore HKA should not team up with other consultants preparing RFP's for the project. HKA also discussed at this meeting the feasibility concerns that were not addressed in our initial Geotechnical Investigation Report. Mainly the condition of the Madrone Road leading up to the project site and the ability for heavy equipment to utilize this road safely.

To stabilize the entire landslide mass HKA presented two resolutions.

1. A third secant pile wall at the toe of the landslide mass.
2. Installation of a culvert in the creek and placing engineered fill over it raising the creek bed elevation to buttress the slide mass.

P4090.3
Lyon Tank Slope Stabilization
18 March 2019
Page 2

As part of the update to our geotechnical investigation report HKA will quantify the stability of the landslide mass downslope from the secant pile walls using a third secant pile wall at the toe. HKA will also evaluate the stability of the same mass of soil by placement of a large soil buttress within the creek bed.

To address the concerns with geotechnical feasibility of construction HKA will observe the current road condition and identify areas of concern that may need improving to allow heavy equipment to pass. HKA will also meet with specialty contractors at the project site to discuss the two alternative resolutions. HKA will also discuss with the contractor the condition of Madrone Road for use in construction and point out areas of geotechnical concern identified by HKA. HKA will use the information collected during these meetings to develop engineering cost guesstimates.

The results of our updated analysis, review of road conditions, and meeting with contractors will be presented to SLVWD. The alternative repairs will be illustrated on cross section templates along with pros and cons and cost guesstimates for SLVWD and their consultant to evaluate. HKA will also present our findings regarding the condition of Madrone Road with respect to construction access to SLVWD along with a cost estimate to perform any (if) needed geotechnical engineering services to improve the road.

An updated geotechnical investigation report will be prepared after meeting with SLVWD summarizing our geotechnical recommendations.

SCOPE OF SERVICES

We propose the following scope of services and associated cost estimate:

- A. Review available geotechnical data in our files regarding the site and previous geotechnical investigation;
- B. Engineering analysis and evaluation of the field and laboratory test data performed as a part of the previous investigation to determine a practical method to improve the portion of the landslide mass downslope from the lowest secant pile retaining wall. The subject landslide mass will be evaluated for stability using a third row of secant pile retaining wall along the toe of the slope and by placement of a culvert and large soil buttress within the creek. ;
- C. Make observations and measurements of the section of Madrone Road that would be driven by large vehicles such as drilling rigs and trucks transporting heavy construction equipment. HKA will identify locations of the road that should be improved prior to use by construction equipment and trucks. If areas are identified to need improvement HKA will prepare a geotechnical work plan to investigate and provide recommendations for improvement of the road.
- D. Meet with specialty construction engineering contractors to discuss the constructability of proposed slope improvements and condition of Madrone Road leading up to project site;

P4090.3
Lyon Tank Slope Stabilization
18 March 2019
Page 3

- E. Preparation and submittal of an Updated Geotechnical Investigation Report presenting the results of our investigation and analysis. The report will include information about the present condition of the slope, and recommendations for the improvement of the slope along the toe. The report will also have a discussion about feasibility and condition of Madrone Road leading up to project site.

ADDITIONAL SERVICES

If requested, the following additional services could be provided:

- A. Labor and equipment to perform additional geotechnical study should the previously collected field data be insufficient to address specific site conditions and/or requirements set by your designers;
- B. Design of a haul road for construction, if determined to be necessary;
- C. Additional consultation and meetings with construction engineering contractors;
- D. Geotechnical plan review;
- E. Geotechnical construction observation and testing;
- F. Any other items of work not specifically mentioned above.

OWNER-FURNISHED SERVICES

It is understood that the Owner would furnish the following:

- A. Right of entry;
- B. All available data, maps, drawings, and reports pertinent to the referenced site;
- C. Location of all underground utilities;
- D. Topographic survey. HKS recommends a new survey be performed at the site to update data from a 2017 survey.

EXTRA SERVICES

Presentations, Consultations and Construction Observation Services

Presentations and consultation meetings may be required during public agency review and approval phases of the project, after our report is submitted. Construction observation services will be necessary during earthwork and during foundation construction. Attendance at meetings, presentations to public agencies, and construction observation will be undertaken on an "as required" basis as authorized by the Client, and will be considered extra services.

P4090.3
Lyon Tank Slope Stabilization
18 March 2019
Page 4

Consultation meetings regarding the project not specifically detailed in this proposal are also considered extra services.

Extra Services will be billed on a "time and material" basis in accordance with our current Fee Schedule (1 March 2017).

TERMS AND CONDITIONS

It is understood that we would be granted free access to the site for all necessary equipment and personnel, and that the Client has notified any and all possessors of the project site, whether they be lawfully or unlawfully in possession.

Services performed by us under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The Client recognizes subsurface conditions may vary from those encountered at the location where borings or tests are made by the Consultant; and the data, interpretations, and recommendations of the Consultant are based solely on the information available to them.

COST ESTIMATE OF GEOTECHNICAL INVESTIGATION

In establishing our fees for professional services, we use an hourly rate schedule for services rendered. We have made an estimate that takes into account the scope of services presented herein and individuals performing the respective tasks. We also retain subcontractors to perform select laboratory services. Our estimated total cost to perform the geotechnical investigation will be **\$22,740.00**. Additional charges may be incurred should the scope of services be altered or unforeseen circumstances arise during the study. Should unforeseen circumstances arise, they will be brought to the attention of the client for action.

The San Lorenzo Valley Water District has also requested a cost estimate for additional consultation with construction engineering contractors which may be required. The purpose of these meetings will be to develop an understanding of the construction feasibility of the proposed repair alternatives and possibly developed additional repair alternatives with the contractor. We will also make observations of the haul road with the contractor to determine if it is in need of maintenance and/or improvements prior to heavy construction equipment and transport trucks driving on it. Consultation work is performed on a time and materials basis, however the estimated cost of additional consultation for these services to be **\$12,800.00**.

P4090.3
Lyon Tank Slope Stabilization
18 March 2019
Page 5

Additional analysis and design for **haul road construction** may also be performed as a part of the geotechnical investigation. HKA developed a rough cost to study 1 to 3 locations along the haul road alignment if it is needed for construction access. The estimated additional cost to complete a geotechnical study of the haul road is for budgetary purposes only for aid the client in cost estimation. The actual cost should be developed by HKA if the haul road is in need of repair as determined by the contractor during our site meeting. In the meantime the budgetary cost estimate is **\$20,400.00**.

COST ESTIMATE FOR GEOTECHNICAL CONSTRUCTION MONITORING

The San Lorenzo Valley Water District has also requested a cost estimate for geotechnical monitoring during construction of the proposed development. The cost estimate was based on an estimated 2 year construction timeline. We have prepared a worksheet of the estimated cost as an itemization in Appendix C of this report.

The estimated cost to perform the outlined geotechnical tasks is \$100,000.00. A 10 percent contingency should be added to this amount for unforeseen circumstances such as unforeseen soil conditions or site constraints, and other matters not listed above. With a contingency the total cost for construction monitoring is estimated to be **\$110,000.00**. This cost estimate is for budgetary purposes only. This cost estimate is based on similar projects HKA has worked on over the years. Actual cost will depend on the ease or difficulty encountered by the contractor during construction. HKA works on an hourly basis during construction monitoring phases of projects.

COMPENSATION FOR SERVICES

Our services will be provided in accordance with the rates and terms shown on our attached Standard Fee Schedule. Our proposed cost to perform the outlined Scope of Geotechnical Engineering Services will be \$22,740.00, excluding the additional services outlined above. ***A retainer of \$11,370.00 is requested prior to commencing our work.***

Additional charges can be incurred should the scope of services be altered or unforeseen circumstances arise during the study. Should unforeseen circumstances arise, they will be brought to your attention for action.

THE AGREEMENT

This **AGREEMENT** is made by and between **HARO, KASUNICH AND ASSOCIATES, INC.**, hereinafter referred to as **ENGINEER**, and the **SAN LORENZO VALLEY WATER DISTRICT**, hereinafter referred to as **CLIENT**.

P4090.3
Lyon Tank Slope Stabilization
18 March 2019
Page 6

The **AGREEMENT** between the parties consists of these **TERMS**, and any exhibits or attachments noted in this **PROPOSAL**. Together these elements will constitute the entire **AGREEMENT**, superseding any and all prior negotiations, correspondence, or agreements, either written or oral. Any changes to this **AGREEMENT** must be mutually agreed to in writing.

BILLING AND PAYMENT

CLIENT will pay **ENGINEER** on a time and materials basis in accordance with the schedule of fees and other equipment charges, as shown in this **PROPOSAL** and its attachments. Invoices will be submitted to **CLIENT** by **ENGINEER**, and will be due and payable upon presentation. If **CLIENT** objects to all or any portion of any invoice, **CLIENT** will so notify **ENGINEER** in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. **CLIENT** will pay an additional charge of 1½ (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoice amount in dispute and resolved in favor of **CLIENT**. Payment thereafter will first be applied to accrued interest and then to the principle unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by **CLIENT** to **ENGINEER** per **ENGINEER's** current fee schedules. In the event **CLIENT** fails to pay **ENGINEER** within sixty (60) days after invoices are rendered, **CLIENT** agrees that **ENGINEER** will have the right to consider the failure to pay the **ENGINEER's** invoice as a breach of this **AGREEMENT**.

TERMINATION

This **AGREEMENT** may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this **AGREEMENT** or in the event of substantial failure of performance by the other party, or if the **CLIENT** suspends the work for more than three (3) months. This **AGREEMENT** may also be terminated if **CLIENT** suspends work for a period of less than three (3) months if the right to so terminate is specified in this **PROPOSAL**.

In the event of termination, **ENGINEER** will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analysis, records and reports necessary to document job status at the time of termination.

Should you have any question regarding the scope of services and/or require further comments, please call our office. If the above proposal meets with your approval, please sign and return one copy with the requested retainer to our office.

P4090.3
Lyon Tank Slope Stabilization
18 March 2019
Page 7

We appreciate this opportunity to be of service to you on this project.

Respectfully submitted,

HARO, KASUNICH & ASSOCIATES, INC.

Katerina P. Schulz, E.I.T.
Staff Engineer

Moses E. Cuprill, P.E.
Principal Engineer



KS/MC/mc
Enclosure: 1 March 2017 Fee Schedule
Copies: 1 via email: Brian Lee

Project Location

3665 Madrone Drive
Boulder Creek, California 95006

Billing

San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, California 95006

Client

San Lorenzo Valley Water District
c/o Mr. Brian Lee
13060 Highway 9
Boulder Creek, California 95006

Accepted by: _____ Date: _____

FEE SCHEDULE **1 March 2017**

The following schedule presents the rates for professional services and laboratory tests. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours for professional and technical services are charged portal-to-portal from our office. Services during construction such as testing and observation of grading require both professional and technical services. Depending on the scope and duration of the construction project, budgets can be estimated. Minimum fee for any project is \$950.00.

PROFESSIONAL SERVICES

Principal Consultant	\$200.00 per hour
Principal Engineer	\$190.00 per hour
Coastal Engineer	\$190.00 per hour
Coastal Engineering Geologist	\$185.00 per hour
Senior Engineer	\$165.00 per hour
Staff Engineer	\$130.00 per hour
CAD Technician/Designer	\$ 98.00 per hour
Computer Technician/Engineer Assistant	\$ 87.00 per hour

Expert Witness Fees including Preparation, Consultation, Arbitration, Deposition, Hearings and Court Appearance, including travel time to and from will be billed at one and half (1.5) times the hourly rates indicated above.

Consultation meetings and telephone consultation will be billed at the hourly rate indicated.

ENGINEER OVERTIME RATES

Principal Engineer, Engineering Geologist, Senior Engineer, Staff Engineer
(In excess of 8 hours day and Saturdays, 1.4 times the stated rate)

Principal Engineer, Engineering Geologist, Senior Engineer, Staff Engineer
(Sundays and Company Holidays, 1.8 times the stated rate)

PERSONNEL CHARGES

Technical Assistant	\$60.00 per hour
Clerical Administration	\$40.00 per hour
Field Technician	\$85.00 per hour
Prevailing Wage Field Technician (PWT) (Subject to DIR)	\$110.00 per hour

TECHNICIAN OVERTIME HOURLY WAGES

Weekdays (in excess of 8 hours/day 1.5 times)	\$127.50 per hour
Saturdays (initial 8 hours - 1.5 times)	\$127.50 per hour
Saturdays (in excess of 8 hours - 2.0 times)	\$170.00 per hour
Sundays and Holidays (2.0 times)	\$170.00 per hour

- Field services are billed portal-to-portal in accordance with the following minimum charges:
2 hours minimum charge for inspections, sampling, testing operations or show-up time;
- Per diem will be billed cost plus 20% but not less than \$100.00/day per person.

MILEAGE AND INCIDENTAL EXPENSES

Auto Mileage	\$ 0.55/mile
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Incidental expenses, such as consultant's fee, special services, equipment rental, aerial photographs, out-of-town travel, etc., are reimbursable at cost plus 15%.

DRILLING AND SAMPLING

Drilling rig truck mounted with crew and engineer supervision basic rates:

Mobilization	\$395.00 per hour
Straight Time	\$395.00 per hour

(This includes portal to portal, yard prep, de-prep and tooling)

Overtime	\$455.00 per hour
Double Time (Holidays and Sundays)	On Request Cost Plus 15%
Prevailing Wage Drilling	\$425.00 per hour
Overtime	\$508.00 per hour

Portable Drill Rigs

Stated Rate plus an additional \$65.00/hour for additional crew member.

Overtime Rate in excess of 8 hours = \$90.00 per hour for additional crew member.

Above charges are subject to change dependent upon engaged Drilling Company.

For crawler-mounted or rotary-wash type drilling rigs, and support equipment the rate is cost plus 15%. Drilling is charged at 5 hours minimum. Time is charged portal-to-portal from yard of engaged Drilling Contractor. Casing, Shelby Tubes and any special sampling or subcontract equipment and related support services will be charged at cost plus 15%.

FIELD TESTS

Plate bearing load, pile load and vane shear tests; piezometer and slope indicator installations; and other special tests will be charged at standard engineering and personnel rates plus cost of and including 15% surcharge for special equipment/personnel.

LABORATORY TESTS

Sample Preparation, per hour	\$ 65.00
Sieve Analysis, pit run with 200 wash, ASTM D-422, per test	\$100.00
Percent Passing #200 Sieve (wash)	\$ 70.00
Short Hydrometer Analysis (without Sp. Gr.) ASTM D-422	\$150.00
Specific Gravity (Sand and Gravel) ASTM D-854	\$ 80.00
Moisture Determination, ASTM D-2216	\$ 15.00
Unit Weight	\$ 30.00
Sand Equivalent	\$100.00
Atterberg Limits:	
a. Plasticity Index, ASTM D-4318 Wet	\$185.00
b. Plasticity Index, ASTM D-4318 Dry	\$155.00
Unconfined Compression, ASTM D-2166	\$ 65.00
Swell Test Shrink-Swell & Expansion Pressure	\$260.00
Direct Shear, per point ASTM D3080	\$100.00
Residual Direct Shear (Modified ASTM)	\$Quote
CU Modified ASTM per point	\$ 80.00
Consolidation full curve	\$360.00
R-Value	\$Quote
R-Value, Cement, Lime or other additives	\$Quote
Compaction Curve	
a. Modified, 4" mold, ASTM D-1557	\$200.00
b. Modified, 6" mold, ASTM D-1557	\$250.00
c. Impact, California State Highway	\$250.00
d. 1 Point Verification	\$100.00
Soil Corrosivity Tests (PH, Resistivity, Soluble Chloride & Sulfate)	\$230.00

Triaxial, permeability and other special tests at hourly rates or as quoted.

Notes: Consultation meetings will be billed at the hourly rates indicated. Field services are billed portal-to-portal with a 2-hour minimum charge. Hourly rates shown are for ordinary engineering services and include all payroll, office overhead, taxes, supplies and insurance. Higher rates are applicable for extra services such as special certifications and projects which require professional liability insurance, etc. Invoices will be prepared at the completion of work or at monthly intervals and are payable upon presentation. Invoices 30 days past due will be assessed a service charge of 1.5% per month.

Note: In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of the agreement, a percentage increase shall be applied to all remaining compensation.



NOSSAMAN LLP

Memorandum

TO: Board of Directors,
San Lorenzo Valley Water District

FROM: Gina R. Nicholls, District Counsel

DATE: March 29, 2019

RE: Letter to Press Banner Editor

RECOMMENDATION

Review this memorandum and provide direction whether to continue efforts to prepare a letter to the Press Banner regarding recent controversies and complaints.

BACKGROUND

On or about February 24, 2019, the District received a complaint regarding online comments made by Director Smallman, which led to his censure for violations of the District's Respectful Workplace Policy. Actions by former Director Bruce in response to Director Smallman's online comments generated further respectful workplace complaints. The most recent complaint cites conduct by Director Bruce and by former directors and staff related to Lompico and its annexation to the District. (See Attachment 1.)

The Board considered the most recent complaint in closed session on March 21 and at that time provided direction to the District Manager and District Counsel to coordinate with Board President Henry and Director Bruce to prepare a draft letter. The draft letter was to be reviewed by the Board in open session during this regular meeting and, if approved, submitted to the Press Banner on behalf of the entire Board.

The recent resignation of Director Bruce complicates this effort. Staff is seeking direction from the Board whether to continue to prepare a draft letter, and if so, which one or two directors should provide input for the initial draft and what points should be made.

STRATEGIC PLAN:
N/A

FISCAL IMACT:
TBD staff and legal time

ATTACHMENTS:
Attachment 1 - Respectful Workplace Complaint by D. Loewen

Gina Nicholls, Attorney
Rick Rogers, District Manager
San Lorenzo Valley Water District

March 10, 2019

This letter is notice of a complaint against Margaret Bruce, provided to you as directed in the district's Respectful Workplace Policy regarding continued disrespectful behavioral incidents by a Board Member.

This is in reference to the water district's policy, which says "*San Lorenzo Valley Water District is committed to creating and sustaining a professional and respectful work and public services environment*", and per policy, one which promotes and maintains an environment free from offensive or degrading remarks or conduct, and in which members of the public are treated with respect and dignity.

On March 8, 2019, a letter from Ms. Bruce appeared in a public newspaper, the *Press Banner*, signed as a current board member for San Lorenzo Valley Water District. This letter contains taunts and invectives against fellow board members for not adding to her post on a social media site, and besides her main point, ends with a derogatory comment against an area of the water district called Lompico. This area has about 500 water connections, approximately 1500 customers of the district, including district employees and two fellow board members. One of the employees is also a former employee of the annexed Lompico district, now employed by SLVWD. Ms. Bruce has in speech and writing publicly denigrated this area and residents in what appears to be her socio-economic bias, voicing opposition to the Lompico annexation completed in 2016, and making statements that the Lompico district had "failed", even though told this was untrue, and like this letter, using social media to go after other board members¹. The district voluntarily joined SLVWD in 2016 by majority of Lompico voters in a successful merger, bringing in about \$260,000 in cash, and a 10-year three million dollar assessment for capital projects.

Ms. Bruce's letter currently appearing in the newspaper is identical to a social media post she made on a "private" facebook site, identifying herself as an SLVWD board member, subsequently re-posted on several other social media sites². This post was brought to the attention of the district at a Special Meeting of the board on February 28. At this meeting, district counsel explained Ms. Bruce was not following appropriate procedure for filing of a complaint against a fellow board member, nor understanding the Brown Act. I and other members of the public have politely and firmly told Ms. Bruce her derogatory remarks about Lompico were offensive, citing the Respectful Workplace Policy and Board Manual, but she has not desisted. I believe Ms. Bruce had a duty to notify the Editor to withdraw her letter from publication with this 6-day window from deadline, upon these notices.

From 2016 to present, Ms. Bruce has displayed a pattern of bullying and abusive behavior towards Lompico customers, making disparaging comments like "I wish we could give you back to the County³", questioning whether Lompico "deserved" to have funded capital work done, and yelling at Lompico customers⁴ during public meetings. The previous board and District Manager not only did nothing in

¹ "Bruce weaponizes social media", Press Banner 9.13.2017

² SLV Rants and Raves FB 2.26.2019 (w/objections cited as "slander" against MB in ref to Lompico, fellow director)

³ BOD meeting 10.20.2016

⁴ BOD meeting 11.9.2017

response, but participated in the bias⁵ ⁶ and disrespectful behavior. This has created poor relations with the community of Lompico, confirming their expressed fear of being marginalized upon joining SLVWD⁷.

In the 2018 election for three seats on the water board, Ms. Bruce was not up for re-election, but publicly endorsed⁸ the incumbents, in a campaign was largely based on an anti-Lompico platform⁹. All three lost by a large margin, and Ms. Bruce may not be able to adapt being on a board with two directors from Lompico, and a new majority in favor of civility. I believe Ms. Bruce had the choice to resign if she found policies and being on this board untenable.

I regret having to bring this to a formal complaint, but believe it is time to document and request immediate firm action to address Ms. Bruce's continued disruptive and abusive behavior on line and in the public.

I believe Ms. Bruce owes an apology to staff, customers, and other board members who reside in Lompico. I believe Ms. Bruce owes an apology to other directors and the public for her impulsive acts intended to thwart open meeting laws, undermine the board, and damage public trust.

In consequence of Ms. Bruce's offensive, degrading remarks and conduct, and her inability to represent all customers of the water district equally and with dignity, I would like Counsel to recommend similar actions as proposed for another board member also faulted for violating the Respectful Workplace Policy. This includes consideration of Censure, or a strongly worded letter of reprimand and warning that Censure will follow if repeated. As Ms. Bruce recommended for Respectful Workplace offense by another, I would like to see her removed from all committees for a period of six months.

I would also request the district consider designing a more specific Rules of Conduct for Directors¹⁰, if it would result in more timely attention to this type of misconduct on future boards.

Thank you for your review and response.

Debra Loewen

SLVWD customer
Lompico Canyon

⁵ Respectful Workplace GM complaint filed with G. Nicholls 10.9.2017; follow-up re: no response 10.30.17

⁶ Letter to Chair Gene Ratcliffe 12.28.2016 re: GM Respectful Workplace Policy violation

⁷ Submission to analysis of what prevents mergers , Little Hoover Commission 10.25.16

⁸ Press Banner 9.28.2018 Campaign ad, pg 3

⁹ Press Banner 10.12.2018 Campaign ad, pg 12 (quote from GJ citing an earlier board than targeted directors)

¹⁰ As from City of Arcata, Code of Conduct paragraph 4: “ **Conduct of Members.** Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, the staff or public.”

Little Hoover Commission
925 L Street, Suite 805
Sacramento, CA 95814

littlehoover@lhc.ca.gov

October 25, 2016

Re: Special Districts and consolidation
Lompico County Water District and San Lorenzo Valley Water District

Commissioners,

California Special Districts Association testified before this commission in August, with an overview of special districts in California. CSDA provided testimony about a successful consolidation of a very small Lompico County Water District (LCWD, 500 services), into a larger neighboring San Lorenzo Valley Water District (SLVWD, 7300 services), both in Santa Cruz County, California.

As described in the above testimony, LCWD was facing challenges, such as being named one of 17 small water systems in California in danger of running out of water, and merger seemed the best option. There was initial resistance from both communities: Lompico in giving up autonomy and local representation, and SLVWD customers in taking on what they perceived as a liability, both financially and in water consumption.

Following nearly six years of community work and involvement by citizens, board members, and assistance from the County and State, the consolidation was completed when Lompico voters in 2016 approved a ten year assessment, almost \$600 a year, to fund capital improvements, as required by the larger district.

The actual LAFCo reorganization consisted of dissolution of LCWD, and expansion of SLVWD boundaries, which became effective June 2, 2016.

As community members who worked hard for the merger, one involved in the Citizens Advisory Committee for LCWD, and the other as a two term board member and four year president of the board, we are pleased with the success of completing this consolidation. It was an action that was necessary for the protection of a reliable water supply in Lompico.

For purposes of this Commission's review on areas of improvement in encouraging district consolidations, we offer these observations, based our experience working towards consolidation and five months after.

Problems identified:

- **Imbalance of power** As in our case, a larger district resistant to taking on a smaller district has the advantage of setting all the terms and conditions, with little negotiation.
- **No enforcement of terms after the merger; misinterpretation of the LAFCo agreement.** In our case, the general manager and board of the larger district were replaced by a new manager and mostly new board by the time of the transition. There have been changes, and information and intent has been lost. With the dissolution of LCWD, there is only

one district to make all decisions and interpret the agreement. These decisions do not always meet the original terms set between the two districts, particularly those that protect the smaller district.

- **Overprotection of existing customers** SLVWD's sense of imposition, fear of extra costs, sharing "our water".
- **Lack of representation** As of June 2, we are SLVWD customers. SLVWD directors will not meet with us outside of board meetings; qualified testimony about the merger terms is dismissed; there is difficulty getting concerns on the agenda and addressed.
- **Created a sub-class of customer** There is separate tracking of day-to-day expenses and a surcharge that sets the Lompico customers apart from regular SLVWD customers.

Areas needing improvement

- **Initial contact and setting up merger terms** Assistance to small districts with limited resources; third party ombudsman to help with the process, or more power to LAFCo.
- **Third party oversight** Perhaps LAFCo - follow up -satisfaction that terms are being met.
- **Enforcement** of agreements, when one district has dissolved, including both the LAFCo agreement and Assessment terms and conditions.
- **Financial assistance** determine both district needs to equalize negotiations, prevent surcharges and fear of unanticipated "extra" costs when bringing in new customers.

One of the primary conditions making this consolidation difficult was fear that the larger SLVWD water district would not treat Lompico customers fairly or equally. To some extent, this has been the case so far, as SLVWD board and management go through the transition of seeing us as valued customers, rather than a burden. We believe this will work out in time.

This one factor of equalization is likely the stalling point for many small districts considering consolidation. We feel that addressing and resolving this issue may help lead to smoother and more successful mergers of small water districts in the future.

Respectfully,

Debra Loewen

Citizens Advisory Committee, Lompico County Water District, 2012-2015

Lois Henry

Director, Lompico County Water District 2008-2016; President of the Board four years; on merger/liaison committee and in merger task force for five years.

OPINION

PRESS BANNER

Scotts Valley Banner
Valley Press
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Ralph Alldredge and
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lleyden@pressbanner.com

Letters should be no longer
than 400 words and may be
edited for civility.

All letters must include the
name, address and daytime
phone number of the writer.
Only the name and hometown
will be published.

Email letters to:
pbeditor@pressbanner.com

QUESTIONS.
COMMENTS.
OPINIONS.
REBUTTALS.
DIATRIBES.

All welcome at
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pressbanner.com
54

Pedestrian safety petition

San Lorenzo Valley residents have expressed concern about pedestrian and bicyclist safety along Highway 9 for over a decade. We have done this in gatherings organized by the Regional Transportation Commission (RTC), by our County Supervisor, and other individuals in our community. Thankfully, a project aimed at improving safety for local pedestrians and cyclists was included in the Draft Highway 9/ San Lorenzo Valley Complete Streets Corridor Plan recently put out for public comments. Many of us, including Supervisor Bruce McPherson, identified the pedestrian/cyclist safe route from the schools to downtown Felton as our top priority among proposed projects.

On Thursday, February 21, less than a week after a Felton resident vividly described to the RTC the dangers of a particular stretch of Highway 9 near downtown Felton, Josh Howard, a beloved 22-year-old graduate of our local high school, died in a car vs. pedestrian accident along that very section of road as he was walking home toward Henry Cowell Park after a day shift at a local business.

This is utterly heartbreaking, and we feel for everyone impacted by this tragedy, especially Josh's family. It is in the best interests of our community and our environment for people to walk and bike more, but those people need to feel and be safe. For that reason we have created an online petition urging the Regional Transportation Commission to respond with a statement identifying the "safe route" project as their top priority for SLV and letting the community know when work will start on the solution. We hope they will dedicate the official safe route in Josh's memory. We will keep the petition open for a couple of weeks and then present it to the RTC. Anyone who would like to sign the petition can do so at:

www.ipetitions.com/petition/safe-pedestrian-cyclist-route-for-highway-9

Joni Martin
Felton

Homeless solutions

Dear Editor,

Governmental leadership and Homelessness advocates keep backing themselves into the same corner. The acute and growing homeless problem includes the NO income (mentally ill, unemployed, drug and alcohol addicted) that swallows up people who have no safety net. This is a real demographic in our country — it is not limited to Santa Cruz or California. We need to address it in a solution-based way, and this starts with the admission that closing the State facilities in the '70s was wrong, and work backward.

Diversion of property tax and corporate income tax revenues will prevent any real solution with affordable housing without a systemic (Federal, State and Cities) based solution in place. The value of real estate in most big cities has made "low-income homes" a relative joke for even middle-income wage earners. Creating more will only make the truly homeless population worse. Building more shelters or other stop gaps without permanent funding won't work. This no-income demographic must be recognized and respected before any real solution can happen and it will require more than a few people in each city to solve.

Heidi Harris
Ben Lomond

Thank you, readers

Dear Editor,

I want to thank you for printing Dave Trowbridge's response to my article on Good and Evil in the opinion section of the February 22nd issue. I appreciated his gracious and well-written reply, and hope to address his questions in a future installment. Many thanks to Mrs. Parks too, for her encouragement!

Joe Carlson
Trinity Bible Church



Bill Smallman, Lompico Canyon · 1h ago

Good thing SLVWD is leading by example, and showing that anybody that uses this crap is both really stupid and lazy, and probably gay.

Original post on NextDoor from Bill Smallman

Editor's note: Please see our cover story for the Press Banner interview with Bill Smallman.

Gutpunch

If you are unaware, Bill Smallman has made some rather inflammatory remarks on Nextdoor.com

https://nextdoor.com/post/103678967?init_source=copy_link_share

Specifically, (quoted from the Nextdoor site): "Good thing SLVWD is leading by example, and showing that anybody that uses this crap is both really stupid and lazy, and probably gay."

Simply put: I'm gay. And to read something like this coming from a political figure in my own backyard is a gutpunch and a half. Specifically his followups where he tries to explain that he's not against gay people, he's just very pro-calling people he doesn't like gay.

I strongly feel that this is something that needs to be followed up on. Our community deserves better than to have our drinking water in the hands of people with active distain for any percentage of their constitutes.

James Kendall

That's no way to treat your constituents, Bill

On Saturday evening, I became aware of homophobic slurs that SLVWD Director Smallman posted on the social media site Nextdoor. I am appalled and strongly condemn his words, and attitude. I am also a member of the SLVWD board, and he does not speak for me!

None of these statements could have been made by a competent public servant: "I hate glyphosate users...", "...anybody that uses this crap is both really stupid and lazy, and probably gay." And, "I come from knowing rednecks who use gallons of this crap. There is nothing that pisses them off more than being called lazy and/or homosexual. That slur was directed at them only."

There are four explanations I can think of for these statements — Bill Smallman is intellectually challenged, a bigot, has phenomenally poor judgement, or all of these. Which is it, Bill?

Board President Henry — where are you? I should not be the first SLVWD board member condemning Mr. Smallman's words, but I am. Mr. Fultz? Mr. Swan? More than eighteen hours since Mr. Smallman posted these shameful statements, no one else from the Board has spoken up.

The Directors of the SLVWD are elected to represent everyone — not just those we agree with. Mr. Smallman, it seems you feel justified in using slurs, and you have the gall to aim them at people who likely voted for you. Clearly, you have no understanding of the term "public trust". Ms. Henry, you and Bill Smallman presided over the failed Lompico Water District. Please don't take us down that same path.

Margaret Bruce
Boulder Creek
(and one of five SLVWD board members)

Intolerable

On the nextdoor app Saturday afternoon there was a conversation about the use of Round Up weed killer in which SLVWD board member Bill Smallman made comments which included homophobic slurs. He didn't feel this was an issue and clearly had no idea this is hate speech.

I find this form of hate completely intolerable and unbelievable from anyone... especially an elected board member!

Again it's mind boggling to me Mr. Smallman would find nothing wrong with his choice of words, or his pathetic reasonings to use them.

Mr. Smallman continues his controversial Behavior but he's crossed the line and should resign from the SLVWD immediately .

Noraleigh Carthy

Enriching the Soil with Cover Crops

Every drop of rain that hits bare soil is destructive. Over 3000 years ago the Chinese knew how to protect their soil from erosion and increase fertility by planting cover crops. Early Nile Valley inhabitants also practiced this method of agriculture as did first century Romans. Lupines were planted in poor soil when no animal manure was to be had. Planting a cover crop is another way to improve and retain your soil.

A cover crop is really anything that covers the soil and protects it from rain, trapping nutrients and preventing them from leaching downward. Cover crops can increase the tilth of the soil. Quick germinating grasses easily loosen the top foot of soil with their root mass. Legumes have a tap root, a bio drill, that penetrates 30" downward while alfalfa roots can grow even deeper.

Cover crops like bell beans, vetch and fava beans are especially valuable as they increase nitrogen levels in the soil in two ways. Atmospheric nitrogen can be "fixed" and left in the soil to fertilize subsequent crops. This is in addition to the nitrogen left from the foliage of the legume. Growing a cover crop also increases beneficial soil bacteria.

Cover crops are also called green manure when they are chopped up and turned into the soil in spring before going to seed. The planting of legumes like peas and beans can actually



JAN NELSON

THE MOUNTAIN
GARDENER

increase nutrients in your soil giving you a net gain which is needed to offset what you take out of the soil when you harvest fruits, vegetables and flowers.

Late September to the end of November is the best time to sow cover crops. You will need to irrigate lightly a couple times per week if it doesn't rain. You

can also wait to sow just before the rains start. Be careful about working overly wet soil, however, as you can ruin the structure of your soil.

Recent research now recommends planting a mixture of grasses and legumes. Annual cereal grasses such as oats, rye and barley germinated quickly to hold and shield the soil until the legumes take hold. Bell beans, fava beans and vetch, which are the best legumes for our area, grow slowly the first 3 months then take off growing 70-80% in the last 3 months. The ratio of grass seed to legumes can vary from 10 percent to 30 percent.

There are other legumes that fix nitrogen but nowhere near as efficiently as bell beans. Crimson clover seed is more expensive, needs lots of water



Photo courtesy of Jan Nelson

KEEPING IT COVERED: Pictured are fava beans, when grown as a cover crop and tilled into the soil in spring, soil fertility increases.

to sprout and competes poorly with weeds. Mustard causes competition with the fruit trees as bees will concentrate on the mustard flowers instead of the fruit tree flowers.

You don't need to use inoculants on legume seed. Our soils have a native resident population of good bacteria that will break down the seed coat and encourage the plant roots to fix more nitrogen especially after cover cropping for a few years.

Work the soil lightly with a metal bow rake then broadcast 8-10 seeds per square foot. Weeds should be already cleared but this step doesn't have to be perfect. Afterward the area should be raked again lightly 1-2 inches down and covered with 3-4 inches of straw. Wood chips would be fine, too. Mulch

heavier if you have bird competition. Cover crops are vigorous and will come up through just about anything. Water in lightly.

If you plan to let your small vegetable garden lie fallow over the winter instead of planting it with a cover crop you can cover it with manure and straw and I'll talk about that in another column.

■ Jan Nelson, a landscape designer and California certified nursery professional, will answer questions about gardening in the Santa Cruz Mountains. E-mail her at janis001@aol.com, or visit www.jannelson-landscapedesign.com.

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REED CONTINUED FROM COVER

“I’ve been fiscally tight-fisted, more so than other council members...I’d like to see the council move in a more fiscally conservative direction.”

— **Jim Reed**
Current SV Mayor, running for re-election

solve problems, and it’s vitally important that we continue doing that,” Reed said. Reed is especially excited about the Town Center Project finally coming to fruition after more than 20 years of planning, relocating businesses and waiting for the right economic climate and the right developer. Reed relayed a story of when he first moved into the Sky Park neighborhood 18 years ago, with an infant son, and the seller gave him a newspaper clipping about a new town center coming to Sky Park. Now his son is 18 years old, attending Cabrillo College, and the Town Center Project is finally here. “I’m very excited about that,” Reed said. Reed said he received some negative comments on social media with

the perception he is pro-growth with his support of the Town Center Project, and said that perception is not entirely accurate. “There’s always been a big housing component to the Town Center Project, always around 300 units, but what’s really exciting to me is the brew pubs, the wine bars and outdoor cafés, and 30,000 square feet of ‘experiential retail’ like Abbott Square - a real town center - without so much housing that it will change our small town character,” Reed said. Reed, 51, works as the chief of staff for Sam Liccardo, the Mayor of San Jose, and is very conscious of the extraordinary job growth in Silicon Valley, and the relentless demand for housing this economic growth exerts on Scotts Valley.

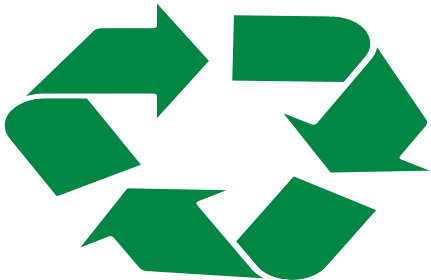
Paraphrasing a quote about this demand for housing emanating from over-the-hill, “The truth doesn’t change according to our ability to stomach it’- There’s growth over-the-hill that is impacting us, whether we like it not. We’re not doing ourselves any favors if we pretend there’s anything but pressure on prices and high demand for new housing in Scotts Valley. What we need to do is make sure the housing we build is priced so that our kids, our teachers, our cops and nurses can live here,” Reed said. In terms of the fiscal health of the city, Reed explains that it can be seen “as the best of times and the worst of times- here we are with the strongest economy we’ve had in decades- but local governments all across the state continue to struggle with fiscal problems, many not of their own making,” Reed said. “Although the city’s fiscal management over my time on the council has been perceived by some as exceedingly lean and mean,” Reed said, “yet we still have significant structural deficits.” Reed discussed the measures taken by the current council to face a “structural deficit” or so-called “fiscal cliff” that is looming for the city when Measure U, a half-cent sales tax approved by Scotts Valley voters in 2013, expires in 2022, which will leave a roughly \$1.2 million hole in the budget. “I’ve been fiscally tight-fisted, more so than other council members, as shown on my “no” votes for the last few budgets approved by the council. I was objecting to some human service funding to nonprofits that are not essential to supporting our core services and I’d like to see the council move in a more fiscally conservative direction,” Reed said. This is because Reed believes the council is going to have to, “look voters in the eye and walk them through exactly what we’ve done and show them how prudent we’ve been with their money-

before we ask them for more,” Reed said. “And candidly, we’re going to need to ask the voters for more. The revenue we’re going to need is going to have to more than the half-cent sales tax scheduled to expire,” Reed added. Reed has lived in Scotts Valley for 18 years, and with his wife, Lea, and has raised four children, all of whom have attended Scotts Valley public schools. Reed has been selected as mayor of the city by other council members, a somewhat honorary appointment with the responsibility of chairing the city council meetings, for the third time in January 2018. Reed emphasized building relationships and trust with the community is the most important aspects his job. “One of the least important things I do as a council member is vote,” Reed said. “Local government is about relationships and how you collaborate with people, how you work with people to reach consensus- especially when not everyone is getting what they want.”

For more information on Jim Reed:
www.joinjimreed.com

For more local election coverage:
www.pressbanner.com/elections

■ Patrick Dwire can be reached at pdwire@pressbanner.com or (831)438-2500.



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John Hayes
Director, Budget & Finance Committee, President Olympia Mutual Water. Saved Lompico nearly \$170,000 by eliminating surcharge. Key insights for fiscal health infrastructure needs.

Chuck Baughman
Director & Vice Chair of SMGWA, Engineer. Infrastructure repair and plan for long-term, secure water supply. Champion of protecting our groundwater and watershed.

Gene Ratcliffe
Geology, Botany, Water Conservation Educator, Director. Responsible water management, long-range planning, improving infrastructure, and protecting our watershed and groundwater.

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Water board grapples with behavior complaints

SAN LORENZO VALLEY

By Jessica York

jyork@santacruzsentinel.com

BOULDER CREEK >> On the heels of a San Lorenzo Valley Water District board director's censure for inappropriate online comments, a fellow director's behavior also has come under scrutiny.

The water district board will discuss in closed session at the end of the district's meeting Thursday night a formal citizen complaint made against Director Margaret Bruce. Though the text of the complaint has not been made public, a letter summarizing two Lompico residents'

concerns in the meeting agenda packet asks that Bruce receive a "strongly worded letter of reprimand with a warning of censure if misconduct continues," an outright censure or some other form of punishment.

"Ms. Bruce's social media post demeans, misrepresents conditions and disparages Lompico and its residents, including customers, staff and directors. Her bias appears to be socioeconomic based," states a March 10 letter from San Lorenzo Valley Water District customers Debra Loewen and Ed Frech.

When reached Monday to elaborate on allegations against Bruce, Loewen, who serves on the district's Lompico Assessment District Oversight Committee and was involved with last year's campaign election of three new board directors, said she was referring both to recent social

media postings by Bruce and a more general pattern of behavior and speech ongoing since 2016. Loewen declined to quote specific instances nor disclose the language of her complaint, saying she was

not sure the information was public.

However, Loewen said, Bruce's online call for fellow board members to speak out against board Director Bill Smallman's homophobic February posts to site Nextdoor. com would have violated the Brown Act's open governance rules, were the board to have engaged in serial contact without proper public notice. Loewen added the board's recently updated respectful workplace policy called for Bruce to take her complaint against Smallman directly to the district general manager and legal counsel.

District" before its 2016 merger with San Lorenzo Valley Water.

"This is a pattern of behavior, that she has to denigrate Lompico. I'm just drawing a line, I'm drawing people's attention to it," Loewen said. "I'm not sure anything will be done, but I'm making it a matter of record that this is inappropriate, she should be held to a higher standard." Bruce, reached Monday, said she had not seen the text of the complaint against her, but speculated it had to do with her reprimand of Smallman's comments. She said it is important to listen to all nearly 8,000 district

focal issues. They come from the Lompico community. They are very, I think, protective of and concerned that the very best be done for their community by the water district," Bruce said. "I appreciate their advocacy. They want to stand up for their neighborhood."

Loewen said her request for censure or reprimand against Bruce "doesn't really have anything to do with Bill Smallman, except that she made a remark and she included other things in it."

Lompico tensions In her
Nextdoor.com post responding to
Smallman last month, Bruce
criticized her peer's use of slurs,
then went on to conclude that
Smallman and Board President Lois
Henry "both presided divisively
over the failed Lompico Water

customers, and not only focus on
one neighborhood or region such as
Lompico. She said she appreciated
when community members care
enough to speak up and attend
public meetings, however.

"Ed and Deb have particular

"Everybody agrees Bill was totally
out of line and the censure was
appropriate," Loewen said.

*Contact reporter Jessica A. York at
831-706-3264.*

Water district board director resigns**SAN LORENZO VALLEY****By Jessica A. York***jyork@santacruzsentinel.com
@reporterjess on Twitter*

BOULDER CREEK >> In the wake of back-and-forth allegations of impropriety, a San Lorenzo Valley Water District board director has resigned.

Margaret Bruce, who has served on the district board the past seven years, with two year-long stints as board president, tendered her resignation Tuesday. Reached for comment Wednesday, Bruce revealed little of her motivation for the move.

"I am grateful for the opportunity to have served my community on the SLVWD Board. It is now time for me to attend to other priorities," Bruce wrote in a prepared statement. "I hope the community will be vigilant, and come to meetings, particularly when the strategic plan, the budget and the groundwater agency are on the agenda. Everyone should be aware of the looming costs for water infrastructure maintenance and replacement and understand

that delaying investment is the same as choosing to spend more, later."

"The district belongs to the community, it isn't a 'business' where all choices come down to a monetary return on investment," Bruce wrote. "Nor can it afford to act naively, like it's a small-time operation, acting in cavalier ways regarding stewardship and relationships. I hope the new board will have the courage to make hard choices, and the humility to take into consideration the voices of their constituents, even those who may not have voted for them, or (perhaps especially) with whom they disagree."

In a press release issued by the district, Bruce was credited for her work on the Regional Emergency Intertie Project, consolidation of Lompico Water into the district and "many environmental achievements."

Leading up to Bruce's notice, the board held closed session talks about a community request to

censure Bruce after she publicly chastised fellow board member Bill Smallman for homophobic comments he had posted online last month. It was unclear Wednesday whether or not Bruce's decision was related to the issue at hand.

The board will take up a discussion about filling Bruce's vacant director seat at its April 4 meeting. *Contact reporter Jessica A. York at 831-706-3264.*