

TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL *BB*  
DATE: SEPTEMBER 7, 2007

**AGENDA ITEM**  
**D-7**  
**SEPTEMBER 12, 2007**

RESOLUTION AMENDING SECTIONS 3010 AND 8020-APPENDIX C OF THE  
PERSONNEL POLICIES AND PROCEDURES MANUAL

**ITEM**

Resolution amending Sections 3010 and 8020-Appendix C of the Personnel Policies and Procedures Manual

**BACKGROUND**

On May 23, 2007 the Board of Directors adopted Resolution 2007-1018, amending and restating the NCSD Personnel Policies and Procedures Manual. At that time, the Board of Directors directed Staff to review Sections 3010 and 8020-Appendix C and bring back recommended changes to the policies.

**RECOMMENDATION**

Adopt Resolution 2007-Amendment

**ATTACHMENT**

Resolution 2007-Amendment  
Red-Lined versions of Policy 3010 and 8020-Appendix C

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## 3010 - STANDBY POLICY AND CALL OUT PAY

### STANDBY

1. A written schedule shall be maintained by the Utility Supervisor whereby all utility employees shall be assigned, on a rotational basis, to be on Standby and subject to Call Out on weekends, holidays and other times not considered regular hours of work for District employees.
2. When an employee is on Standby, he/she shall be provided a cell phone, radio, pager, etc that will provide notification in the event of an emergency repair/maintenance work need. Said cell phone, radio and pager, etc., shall be kept in the Standby employee's possession during the entire Standby period of time. Notification of an emergency repair/maintenance work need may also be given verbally, in person or telephonically, by the General Manager or Utility Supervisor.
3. When an employee is on Standby, he/she shall be free to utilize his/her time as desired, but must be able to arrive at District facilities within 30 minutes from the time of the initial call-back notification.
4. The normal Standby period begins at 4:30 p.m. on Monday and ends the following Monday (seven days later) at 8:00 a.m.
5. Standby pay shall be paid as follows:
  - A. An employee shall receive Standby pay when an employee is assigned by the Utility Supervisor or his/her designee to be ready to respond immediately to a request for emergency service and to be accessible by telephone or other communication equipment. Compensation for Standby shall be \$27.00 per day for Monday through Friday, excluding holidays. Saturday and Sunday are excluded from the \$27.00 flat rate compensation.
  - B. Any employee agreeing to fill a shift for the Standby duty person shall receive compensation at the rate of \$27.00 per day (Monday through Friday, excluding holidays). The Standby duty person's compensation shall be reduced by \$27.00 per day.
  - ~~C. On Saturday, Sunday and holidays, the employee on Standby shall receive four (4) hours per day at his/her overtime rate for performing scheduled rounds and other essential duties as assigned.~~
6. On Saturday, Sunday and holidays, the employee on Standby shall receive four (4) hours per day at his/her overtime rate for performing scheduled rounds and other essential duties as assigned.

### CALL OUT PAY

An employee shall earn Call Out pay when an employee is ordered to return to work after the employee has completed the employee's usual work shift and left the work site. An employee called in early to start his/her day or shift without prior reasonable notice shall also be eligible for call out pay. The District shall pay the employee a minimum of two (2) hours of overtime pay for all call outs. Additional call outs during any two-hour minimum call out will be considered time already paid. If actual work exceeds 2 hours, then all time worked will be accounted for and paid on an hour-for-hour basis. Any subsequent call out beyond the initial two-hour call out shall begin a new two-hour period.



**8020 - APPENDIX "C" -- PERFORMANCE EVALUATION FORM**

**NIPOMO COMMUNITY SERVICES DISTRICT  
EVALUATION  
EMPLOYEE'S WORK PERFORMANCE & INTRODUCTORY PERIOD REPORT**

NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_  
 CLASSIFICATION TITLE: \_\_\_\_\_ REVIEW FROM: \_\_\_\_\_ REVIEW TO: \_\_\_\_\_  
 STATUS: \_\_\_\_\_ INTRODUCTORY: \_\_\_\_\_ FULL TIME: \_\_\_\_\_ PART TIME: \_\_\_\_\_

**INSTRUCTIONS TO THE RATER:**

This performance evaluation form is designed to provide you the opportunity to place more emphasis on critical factors, which are designated, as the employee's area of primary responsibility. However, employees cannot feel fairly evaluated unless they are aware of the standards of the job you expect. You should make every effort to discuss these critical factors with all of the employees you rate as far in advance of his/her evaluation date as possible so they will know what is expected of them. When new employees are hired, this discussion should take place as soon as possible. It is your responsibility to provide an honest and objective evaluation of the employee's work performance and to work with an employee in those areas where improvement is needed or work performance is unsatisfactory.

Critical Factors	UNSATISFACTORY	IMPROVEMENT NEEDED	SATISFACTORY	ABOVE SATISFACTORY	OUTSTANDING
1. <b>ACCURACY</b> is the correctness of work duties performed.	<input type="checkbox"/> Makes frequent errors.	<input type="checkbox"/> Careless; makes recurrent errors.	<input type="checkbox"/> Usually accurate; makes occasional minor errors.	<input type="checkbox"/> Requires little supervision; is exact and precise.	<input type="checkbox"/> Requires absolute minimum of supervision; is always accurate and exact.
2. <b>QUANTITY OF WORK</b> is the amount of work an individual does in a work day.	<input type="checkbox"/> Does not meet minimum requirement.	<input type="checkbox"/> Marginal productivity; must be improved.	<input type="checkbox"/> Volume of work is satisfactory.	<input type="checkbox"/> Very industries; does more than is required.	<input type="checkbox"/> Superior work production record.
3. <b>SUPERVISION REQUIRED</b> to do the job well.	<input type="checkbox"/> Direct supervision required for all but routine activities.	<input type="checkbox"/> Sometimes requires additional supervision.	<input type="checkbox"/> Requires little supervision other than occasional directions.	<input type="checkbox"/> Works very effectively without supervision.	<input type="checkbox"/> Dependable to act with initiative and minimum supervision.
4. <b>ACCEPTANCE OF SUPERVISION</b> is the ability to understand and follow instruction.	<input type="checkbox"/> Frequently ignores or resents supervision or instructions.	<input type="checkbox"/> Reluctantly accepts supervision; fails to follow instructions.	<input type="checkbox"/> Accepts supervision; understands and follows instructions.	<input type="checkbox"/> Willingly accepts supervision; understands and follows instructions.	<input type="checkbox"/> Always accepts supervision and follows instructions to full intent without delay.
5. <b>DRIVE</b> is the desire to attain goals.	<input type="checkbox"/> Does not complete work goals in a timely or satisfactory manner; shows practically no initiative.	<input type="checkbox"/> Puts forth little effort to achieve work goals.	<input type="checkbox"/> Completes major work goals in a timely manner.	<input type="checkbox"/> Completes all work goals on or before deadlines.	<input type="checkbox"/> Completed work exceed established goals; shows consistent initiative to increase productivity.
6. <b>JOB KNOWLEDGE</b> is the information concerning work duties which an individual should know for satisfactory job performance.	<input type="checkbox"/> Poorly informed about work duties.	<input type="checkbox"/> Lacks knowledge of some phases of work.	<input type="checkbox"/> Basic understanding; can answer most questions.	<input type="checkbox"/> Thoroughly understands all phases of work.	<input type="checkbox"/> Has mastery of all phases of job.



**Critical Factors**

UNSATISFACTORY

IMPROVEMENT NEEDED

SATISFACTORY

ABOVE SATISFACTORY

7. **ALERTNESS** is the ability to grasp instructions, to meet changing conditions, and to solve problem situations.

<input type="checkbox"/>	<input type="checkbox"/> Inattentive; slow to grasp concepts.	<input type="checkbox"/> Requires detailed explanations and instructions.	<input type="checkbox"/> Grasps instructions with average ability.	<input type="checkbox"/> Quick to understand and learn.	<input type="checkbox"/> Exceptionally alert.
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8. **CREATIVITY** is talent for having new ideas, for finding new and better ways of doing things, and for being imaginative.

<input type="checkbox"/>	<input type="checkbox"/> Disinterested; never suggests ideas for improvement/change.	<input type="checkbox"/> Shows little interest and makes few suggestions for improvement/change.	<input type="checkbox"/> Reasonable number of new ideas and workable suggestions.	<input type="checkbox"/> Frequently suggests new ways of doing things; is very imaginative.	<input type="checkbox"/> Continually seeks new and better ways of doing things; is extremely imaginative.
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9. **INTERPERSONAL SKILL** is the extent to which the employee relates to the public, other employees, supervisory personnel and subordinates in a cooperative, tactful and productive manner.

<input type="checkbox"/>	<input type="checkbox"/> Discourteous & antagonistic.	<input type="checkbox"/> Sometimes needs to be more tactful.	<input type="checkbox"/> Establishes and maintains effective working relationships.	<input type="checkbox"/> Always courteous, tactful & helpful; creates good public image.	<input type="checkbox"/> Extremely effective at establishing good will; inspiring to others in being courteous & very pleasant.
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10. **ATTENDANCE** is coming to work daily and conforming to work hours.

<input type="checkbox"/>	<input type="checkbox"/> Often absent without good excuse and/or frequently reports for work late.	<input type="checkbox"/> <b>Careless; makes recurrent errors. Lax in attendance and/or reporting for work on time.</b>	<input type="checkbox"/> <b>Usually accurate; makes occasional minor errors. Usually present and on time.</b>	<input type="checkbox"/> <b>Requires little supervision; is exact and precise. Very prompt; regular in attendance.</b>	<input type="checkbox"/> <b>Requires absolute minimum of supervision; is always accurate and exact. Rarely absent or late.</b>
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11. **SAFETY CONSCIOUSNESS** is the ability to maintain a safe and orderly work area.

<input type="checkbox"/>	<input type="checkbox"/> Disorderly or unsafe; repeated violations of safety rules.	<input type="checkbox"/> Careless in keeping work area neat and following safety rules.	<input type="checkbox"/> Ordinarily keeps work area neat; follows safety rules.	<input type="checkbox"/> Conscientious about neatness and safety rules.	<input type="checkbox"/> Always neat; safety conscious; exemplary safety record.
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12. **PERSONAL APPEARANCE** is the personal impression an individual makes on others. (Consider cleanliness, grooming, neatness and appropriateness of dress on the job.)

<input type="checkbox"/>	<input type="checkbox"/> Adversely affects work relationships; inappropriate work attire.	<input type="checkbox"/> Careless about appearance; inappropriate work attire.	<input type="checkbox"/> Satisfactory personal appearance and appropriate work attire.	<input type="checkbox"/> Careful about personal appearance and in selection of work attire.	<input type="checkbox"/> Usually well groomed and always appropriately attired.
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**THIS SECTION IS FOR THOSE EMPLOYEES WHO SUPERVISE**

13. **ABILITY TO SUPERVISE** is the knowledge and ability to establish work standards; plan, assign and evaluate the work of subordinates and meet unit objectives.

<input type="checkbox"/>	<input type="checkbox"/> Consistently fails to meet the responsibilities of supervision.	<input type="checkbox"/> Occasionally fails to meet the responsibilities of supervision.	<input type="checkbox"/> Performs the basic functions of supervision.	<input type="checkbox"/> Almost always exceeds the basic responsibilities of supervision.	<input type="checkbox"/> Exemplary supervisor; subordinates have a superior work production record.
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An Outstanding or Unsatisfactory rating must be substantiated in a written statement by the rater.

\_\_\_\_\_

\_\_\_\_\_

**OVERALL EVALUATION**

UNSATISFACTORY    IMPROVEMENT NEEDED    SATISFACTORY    ABOVE SATISFACTORY    OUTSTANDING

MAJOR STRONG POINTS: \_\_\_\_\_

AND THESE CAN BE USED MORE EFFECTIVELY BY DOING THE FOLLOWING:  
\_\_\_\_\_  
\_\_\_\_\_

AREAS OF SUGGESTED DEVELOPMENT, WORK PLAN AND GOALS:  
\_\_\_\_\_  
\_\_\_\_\_

AND THESE CAN BE STRENGTHENED AND ACCOMPLISHED BY DOING THE FOLLOWING:  
\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT HEAD COMMENTS:** RECOMMENDED FOR STEP INCREASE: YES  NO  NOT APPLICABLE   
*I have reviewed this report with the employee and have discussed the ratings with him/her. This report is accurate according to my best knowledge and belief.*

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

**EMPLOYEE'S STATEMENT AND SIGNATURE:** *I have received this report and have had the opportunity to discuss it with my Department Head. My signature does not necessarily mean that I agree with the report.*

SIGNATURE OF EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

**GENERAL MANAGER USE ONLY:** Approval:  Disapproval:

SIGNATURE OF GENERAL MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

Description of evaluation terms:

- A. Unsatisfactory work performance is well below the standard expected of a competent worker in that job, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the rater.
- B. Improvement Needed Work performance is frequently less than the standard expected of a competent worker in that job, and improvable with additional training, experience, and/or effort.
- C. Satisfactory Work performance consistently meets the standard expected of a competent worker in that job.
- D. Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job, a majority of the time.
- E. Outstanding Work performance is consistently and distinctly above the standard expected of a competent worker in that job; performance is definitely superior; Outstanding ratings must be substantiated in a written statement by the rater.

[\*An employee has the right to respond in writing to an employee performance evaluation. Said response shall be attached to the performance evaluation and placed in the employees personnel file.]



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2007-10XX AMENDMENT**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING SECTIONS 3010 AND 8020-APPENDIX C OF THE PERSONNEL POLICIES AND  
PROCEDURES MANUAL**

**WHEREAS**, the Board of Directors of Nipomo Community Services District (herein "District") adopted Personnel Policies and Procedures on May 23, 2007 (herein "Personnel Policies and Procedures"); and

**WHEREAS**, the Board of Directors directed Staff to review Sections 3010 and 8020-Appendix C for future amendment; and

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

1. The amendments to the District's Personnel Policies and Procedures, attached hereto as Exhibit "A" are hereby adopted.

On the motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this 12<sup>th</sup> day of September, 2007

\_\_\_\_\_  
Michael Winn, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel

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TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL *BB*  
DATE: SEPTEMBER 7, 2007



ACCEPT BEAUCHAMP WATER AND SEWER EASEMENT FOR THREE LOT SUBDIVISION  
OFF SOUTH OAKGLEN - CO 06-0082

**ITEM**

Accept Beauchamp Water and Sewer Easement for three-lot subdivision off South Oakglen – CO 06-0082 (Recommend Approval)

**BACKGROUND**

A 20-foot water and sewer easement is required for CO 06-0082, a three-lot subdivision on South Oakglen. The property owners have offered the Easement and Agreement Affecting Real Property.

**RECOMMENDATION**

Adopt Resolution 2007-XXX and direct Staff to record the documents.

**ATTACHMENTS**

Resolution 2007-XXX  
Easement

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**RESOLUTION NO. 2007-10XX BEAUCHAMP**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING AN IRREVOCABLE AND PERPETUAL OFFER AND DEDICATION OF  
SEWER PIPELINE AND WATER PIPELINE EASEMENT**

**WHEREAS**, Kevin M. Beauchamp and Carolayne E. Holley and Gray Hartley have offered to the Nipomo Community Services District ("District") a sewer pipeline and water pipeline easement ("Easement") for CO 06-0082.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY  
THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
AS FOLLOWS:**

1. The water and sewer easement associated with CO-06-0082 and identified as APN 090-161-012 and 090-161-014 is accepted and approved for recording.
2. The General Manager is instructed to record the document.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

the foregoing Resolution is hereby adopted this 12<sup>th</sup> day of September, 2007.

\_\_\_\_\_  
Michael Winn, President  
Nipomo Community Services  
District

ATTEST:

\_\_\_\_\_  
Donna K. Johnson,  
Secretary to the Board

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RECORDING REQUESTED BY:  
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:  
Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444

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**EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KEVIN M. BEAUCHAMP and CAROLAYNE E. HOLLEY and GRAY HARTLEY, a Married Man as his sole and separate property, referred to hereinafter as "Grantors", hereby grant to the NIPOMO COMMUNITY SERVICES DISTRICT, referred to hereinafter as "District", the following real property easement, herein "Easement", in the County of San Luis Obispo, State of California:

APN: 090-161-012, 014

**DESCRIPTION**

The legal description is attached hereto as **Exhibit A** and incorporated herein by reference.

The location of said Easement is depicted in the drawing attached hereto as **Exhibit B**.

**PURPOSE**

The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and ;maintenance of a sewer pipeline and water pipeline system and for other

public utility purposes, in such manner and size and with such accessory parts and structures, as District or its successors in interests from time to time deem necessary to install over, upon, and under the Easement.

#### AGREEMENT

It is anticipated by the parties that construction, repair and replacement will be performed by District within said Easement. Therefore Grantors covenant and promise as follows:

(a) The Grantors shall not construct any improvements on, over, or under the Easement and Temporary Construction Easement, such as retaining walls, patios, sidewalks, and orchards which could obstruct District's access to the Easements or cause damage to DISTRICT FACILITIES contained within the Easement, without first receiving the written approval of District. The foregoing notwithstanding, the Grantors may install a street or driveway (paved or unpaved) over the Easement area.

(b) Grantors shall remove improvements constructed in violation of subparagraph (a), above, immediately at Grantors' expense. If Grantors do not remove the improvements, District is authorized to enter the property and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

(c) Grantors, jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to the Easement and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to subparagraph (b), above.



(d) Grantors shall provide District, its employees, contractors, and agents with reasonable access to the Easement for the above-described purposes.

(e) District has the right to enforce all reimbursement remedies described in paragraph (b), above, by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 et seq.

(f) This Agreement contains the entire agreement between parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

(g) In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

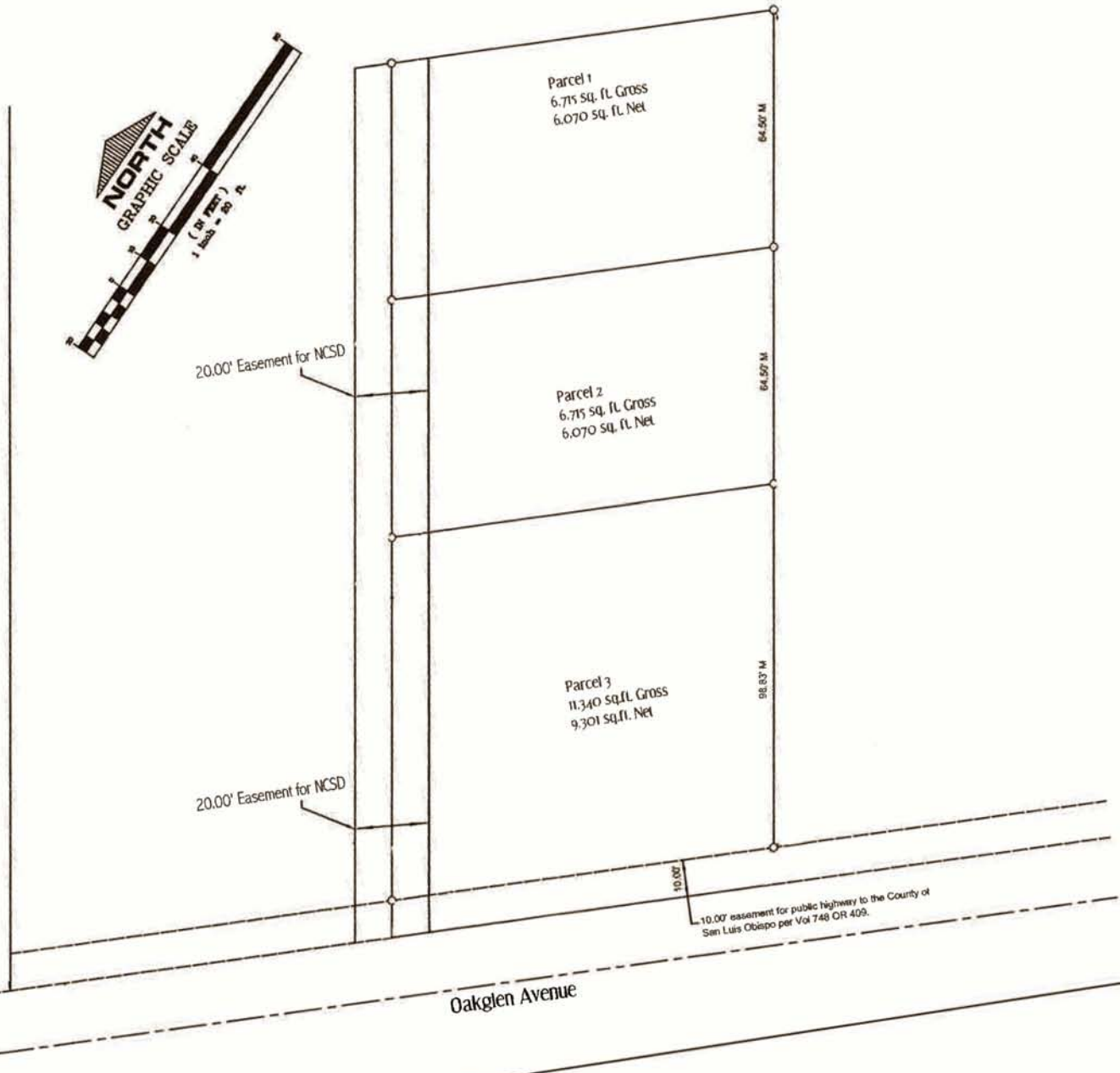
(h) These covenants shall run with the land and will be binding on the successors and assigns of the Grantors and shall inure to the benefit of the District and its successors and assigns.

(i) If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(j) This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County, and a reference to this Agreement shall be included in the first deed from the Grantors to any subsequent purchaser







**Jon McKellar**  
PLS  
A Professional Land Surveying & Consulting Company  
910 East Stowell Road, Suite 107  
Santa Maria, CA 93454  
805 680 1895 bus.  
805-928-9713 fax  
jon@jonmckellar.com  
http://www.jonmckellar.com

of the property affected by the Easements referenced herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year herein written.

**GRANTORS:**

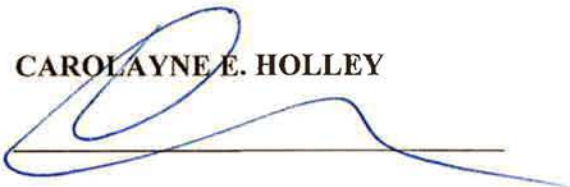
Dated: 8/06/07

**KEVIN M. BEAUCHAMP**

  
\_\_\_\_\_

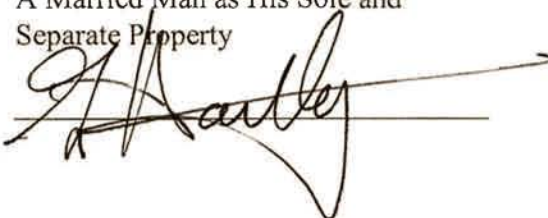
Dated: 8/6/07

**CAROLAYNE E. HOLLEY**

  
\_\_\_\_\_

Dated: 8/6/07

**GRAY HARTLEY,**  
A Married Man as His Sole and  
Separate Property

  
\_\_\_\_\_

(Notary acknowledgments follow on next pages)





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On August 6, 2007 before me, Doreen Michelle Gomez, Notary Public, personally appeared Kevin M. Beauchamp and Carolayne E. Holley,

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- Individual
Corporate Officer

Title

- Partner(s) Limited General

- Attorney-in-Fact
Trustee(s)
Guardian/Conservator
Other:

DESCRIPTION OF ATTACHED DOCUMENT

Easement and Agreement Affecting Real Property

Title or Type of Document

6

Number of Pages

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

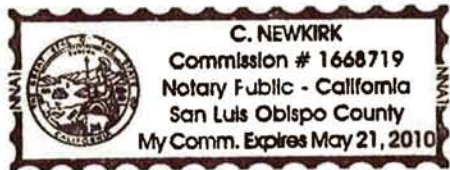
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of SAN LUIS OBISPO } ss.

On AUGUST 6, 2007 before me, C. NEWKIRK Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared GRAY LEIGH HARTLEY,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

C. Newkirk  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY

Document Date: 8-06-07 Number of Pages: 6

Signer(s) Other Than Named Above: KEVIN M. BEAUCHAMP AND CAROLYNNE E. HOLLEY

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL *BB*  
DATE: SEPT. 7, 2007

**AGENDA ITEM  
D-9  
SEPT. 12, 2007**

AMEND SAIC GROUNDWATER MANAGEMENT PLAN BUDGET

**ITEM**

Amend not to exceed expenditure budget in SAIC Groundwater Management Plan Agreement [RECOMMEND ADOPTION].

**BACKGROUND**

Your Honorable Board selected SAIC to prepare a draft NMMA Groundwater Management Plan in 2006 and executed a \$60,000 agreement to start this work. SAIC has made steady progress on development of the Management Plan but has exhausted the available funding. SAIC has submitted the attached proposal to increase the not to exceed expenditure limit in the original agreement by \$50,000. As set forth in the Proposal, SAIC believes that this additional funding should be sufficient for preparation of the Draft Plan. It should be noted that staff anticipates that SAIC will represent NCSD on the NMMA Technical Group and separate funding will be needed for that representation. It should also be noted that once the Technical Group is formed, negotiations will proceed to establish cost sharing arrangements for development and refinement of the Plan.

**RECOMMENDATION**

Staff believes that SAIC has performed well to date and that the additional funding is necessary to produce the draft Plan. Staff recommends that your Honorable Board authorize the General Manager to execute an amendment to the existing agreement with SAIC.

**ATTACHMENT**

- SAIC Proposal

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September 4, 2007

Mr. Bruce Buel, General Manager  
Nipomo Community Services District  
148 S. Wilson Street  
P. O. Box 326  
Nipomo, CA 93444

*Subject: NCSA/SAIC Master Services Agreement – Task Order No. 200-06 Scope and Budget*

Dear Mr. Buel:

Science Applications International Corporation (SAIC) and Nipomo Community Services District (NCSA) have a Master Services Agreement [AGREEMENT DATED 03/23/06], for SAIC to provide professional services to NCSA on an as-needed basis. The professional services to be provided will include but are not limited to water resources engineering, water supply planning, environmental planning, and services related to the Santa Maria Basin Litigation. In accordance with the Master Services Agreement, the professional services to be provided will be described and authorized by the use of task orders which will include a description of scope of services, and an estimated time and materials budget for each task.

The purpose of this letter is to request a budget augmentation to continue with Delivery Order No. 200-06, Establishment of Hydrologic Monitoring Program, as defined in the original scope of work agreement titled Establishment of Hydrologic Monitoring Program, dated 07/26/06. Subsequent to this original agreement, the Period of Performance was extended to December 31, 2007 at the request of NCSA on January 22, 2007.

The scope of work related to this budget augmentation is described in the following sections of this letter. Mr. Robert G. Beeby, P. E. will continue to serve as the SAIC Principal In Charge and Dr. Brad Newton, P.G. will continue to serve as the Project Manger. Please feel free to contact either Mr. Beeby or Dr. Newton regarding technical issues, and please continue to contact Ms. Cathy Wilber for contractual matters. It is understood that you will serve as the point of contact for NCSA for both administrative and technical issues.

## **DELIVERY ORDER 200-06 – ESTABLISHMENT OF HYDROLOGIC MONITORING PROGRAM**

Delivery Order 200-06 is in connection with the Santa Maria Groundwater Basin litigation and NCSA's continuing role as one of the stipulating parties. The initial focus of the

Mr. Buel  
Nipomo Community Services District  
September 4, 2007  
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development of a ground water monitoring program for the Nipomo Mesa Area is on ground water elevations and water quality but other hydrologic parameters such as surface water inflow and outflow, and land use are included, providing the data are available, in the investigation leading to the development of the monitoring program to be submitted to the Court. Specific activities associated with this effort include meeting with other technical consultants, review of existing geohydrologic information, development of the analytical tools to locate the monitoring wells and conducting analyses to identify the red and yellow "triggers" identified by the Court. SAIC is participating in the development of the document describing the proposed monitoring program.

SAIC has defined activities to be conducted for this Delivery Order, Establishment of Hydrologic Monitoring Program. These activities are separated into specific subtasks as described below.

It is noted that the level of interaction with the other participants within the NMMA, regarding data availability, collection and compilation, by SAIC staff cannot be predicted with great accuracy. The proposed budgets reflect reasonable estimates of the level of effort required for this interaction.

#### **SUB TASK 100 COORDINATION WITH OTHER STAKEHOLDERS**

The purpose of this subtask is to provide for meetings with other stakeholders, principally Conoco/Phillips, Rural Water Company, and Golden State Water Company. There may also be meetings with staff from the County of San Luis Obispo and representatives from the other parties to the litigation such as the City of Santa Maria and others. The amount of time required for these meetings cannot be determined with any accuracy, but for purposes of this request, budget augmentation is based on a total of 12 (twelve) days of meetings attended by one or two SAIC staff and brief summary report (1-2 pages) documenting the meeting.

The proposed deliverable for Sub Task 100 is a report of the 12 (twelve) meetings attended by SAIC.

**Proposed Sub Task 100 Budget Augmentation: \$10,000**

#### **SUB TASK 200 DATA BASE COMPILATION**

The purpose of this task is to update the various data bases already in the files using available data and compile all the data into a master data base. Maps based on Geographic Information Software will be developed to graphically represent the findings. Data to be entered into the data base includes (1) well physical characteristics (well depth, bowl depth, diameter, screened interval, horsepower, production records), (2) well locations, (3) geological



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data from well logs, (4) groundwater surface elevations, (5) groundwater quality, and, (6) land use data. Land use data will be obtained from available aerial photography.

The quality of the data in the data base will also be evaluated and ranked for the appropriate use for the monitoring program. For example, a well with a long-term record of water level readings that show some level of consistency would be given a higher ranking than a well with a short-term record or one that shows great fluctuation in levels for no obvious reason.

The proposed deliverable for Sub Task 200 will be an electronic copy of the data base and a technical memo documenting its use.

**Proposed Sub Task 200 Budget Augmentation: \$15,000**

### **SUB TASK 300 EVALUATE MONITORING NEEDS**

The data base developed in Sub Task 200 will be reviewed in order to identify key wells in the NMMA that should be included in the monitoring program. Key wells may include those owned and operated by NCS D as well as those owned and operated by other stakeholders. Key wells identified will be plotted on maps. If it is determined that additional monitoring wells are needed, the location of proposed wells will also be plotted on maps.

Another activity that is included in Sub Task 300 is the development of a preliminary sampling plan for collecting the data required for the monitoring program. It is anticipated that this deliverable will be a 25-50 page technical memorandum and that it will be submitted to NCS D for review and comment.

The proposed deliverable for Sub Task 300 is (1) a map of existing key wells and the location of proposed additional wells if any are needed, and, (2) a 25-50 page technical memorandum defining a preliminary sampling plan for collecting data required for the monitoring program.

The budget proposed does not include funds for design or construction of any new facilities.

**Proposed Sub Task 300 Budget: \$25,000**

**Proposed Total Budget for Delivery Order 200-06: \$50,000**

### **BUDGET**

SAIC proposes a budget augmentation for Delivery Order No. 200-06 of \$50,000 be established for the continuation of Sub Task 100 through Sub Task 300. We also propose to be able to move funds from one sub task to another without requesting a contract modification and will notify you in advance of any transference of funding. We will bill monthly on a time



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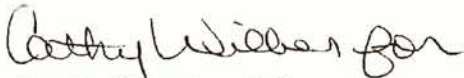


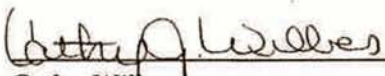
and expense basis in accordance with the attached schedule of fees for 2007. We will not exceed the total budget of \$50,000 without prior authorization.

We look forward to continuing our work with you and the NCSD and thank you for your confidence in the staff here at SAIC. Please contact me at (805) 566-6451 to discuss any technical aspect of this proposal, proposed scope of work or budgets. If the proposed budget augmentation to Delivery Order No. 200-06 is acceptable, please have an authorized representative of NCSD sign this agreement and Attachment 1-A Delivery Order 200-06 and return one copy. You may fax a copy to SAIC Contracts, Attention Cathy Wilber at (805) 569-4061 or email to: [wilberc@saic.com](mailto:wilberc@saic.com).

The terms and conditions in accordance with the Master Agreement will continue to govern performance of this project.

Sincerely,  
SAIC ENGINEERING, INC.

  
Dr. Brad Newton, P.G.

Approved:  Agreed: \_\_\_\_\_  
Cathy Wilber Nipomo Community Services District  
Contracts Representative

Date: 9/4/07 Date: \_\_\_\_\_

Enclosures (Delivery Order 200-06, Budget, Rate Schedule)

Reference B

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
*Environmental Sciences & Infrastructure Business Unit*

Fully Burdened  
Hourly Rate

SAIC DIRECT LABOR

Managing Consultant I	\$225.00
Managing Consultant II	\$220.00
Managing Consultant III	\$215.00
Sr. Principal Consultant I	\$210.00
Sr. Principal Consultant II	\$205.00
Sr. Principal Consultant III	\$200.00
Principal Consultant I	\$190.00
Principal Consultant II	\$180.00
Principal Consultant III	\$175.00
Sr. Program Manager I	\$170.00
Sr. Program Manager II	\$160.00
Sr. Program Manager III	\$150.00
Program Manager I	\$145.00
Program Manager II	\$135.00
Program Manager III	\$125.00
Sr. Project Manager	\$120.00
Project Manager	\$110.00
Sr. Engr./Consultant I	\$140.00
Sr. Engr./Consultant II	\$130.00
Sr. Engr./Consultant III	\$120.00
Sr. Engr./Consultant IV	\$110.00
Sr. Engr./Consultant V	\$105.00
Engr./Staff Consultant I	\$95.00
Engr./Staff Consultant II	\$90.00
Engr./Staff Consultant III	\$85.00
Engr./Staff Consultant IV	\$80.00
Engr./Staff Consultant V	\$75.00
Associate Engr./Consultant I	\$70.00
Associate Engr./Consultant II	\$65.00
Associate Engr./Consultant III	\$60.00
Associate Engr./Consultant IV	\$55.00
Associate Engr./Consultant V	\$50.00
Technician I	\$45.00
Technician II	\$40.00
Technician III	\$35.00
Technician IV	\$30.00
Sr. Project Administration I	\$90.00
Sr. Project Administration II	\$85.00
Project Administration I	\$80.00
Project Administration II	\$70.00
Project Administration III	\$60.00
Project Administration IV	\$50.00
Project Administration V	\$40.00

ODC and M&S Handling Charge

Lodging, meals, mileage and other out-of-pocket expenses billed at SAIC direct cost

Rates effective thru December 2007

ATTACHMENT #1 To EXHIBIT "A"

to

ENGINEERING SERVICES AGREEMENT  
Between  
NIPOMO COMMUNITY SERVICES DISTRICT  
And  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Dated September 4, 2007

"REQUEST FOR SERVICES – TASK ORDER # 200-06

AUTHORIZATION FOR SERVICES:

At the request of the Nipomo Community Services District, Science Applications International Corporation (SAIC) is to provide Engineering assistance to the Board of Directors and staff of the District as noted hereafter. The terms and conditions of the Agreement for Professional Engineering Services, dated March 23, 2006, are incorporated herein by this reference. The scope of services requested along with the schedule and fees for said services are set forth below as follows:

SCOPE OF SERVICES REQUESTED (Additional information may be attached as an Exhibit.):

See Attached Letter

TIME FOR PERFORMANCE (Additional information may be attached as an Exhibit.):

Complete services by December 31, 2007

ENGINEERING FEES:

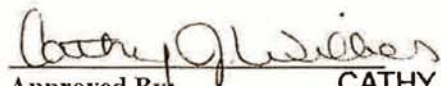
The Engineering fees for these services is not to exceed \$50,000.

NIPOMO CSD

SAIC

Approved By:  
Title:  
Date:

Approved By:  
Title:  
Date: 9/4/07



CATHY J. WILBER  
Contracts Representative



TO: BOARD OF DIRECTORS  
FROM: BRUCE BUEL *BB*  
DATE: SEPT. 7, 2007

**AGENDA ITEM**  
**D-10**  
**SEPT. 12, 2007**

## SURPLUS BLACKLAKE WATER SYSTEM BOOSTER STATION EQUIPMENT

### ITEM

Declare Blacklake Water System Booster Station equipment surplus and zero value [RECOMMEND ADOPTION].

### BACKGROUND

Attached is a listing of equipment at the Blacklake Water System Booster Station that should be retired. As detailed in the August 22, 2007 General Manager's report, the Hydro-Pneumatic tank would require substantial work to bring it back to functional status. The balance of the listed equipment has no remaining useful life.

### RECOMMENDATION

Staff recommends that your Honorable Board surplus the equipment set forth in the attached list and declare that it has zero resale value (staff will secure the best possible price for the scrap value).

### ATTACHMENTS

- Listing of equipment proposed for retirement

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2007\BD LETTER TEMPLATE.DOC

**Bruce Buel**

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**From:** Dan Migliazzo  
**Sent:** Thursday, August 16, 2007 12:01 PM  
**To:** Bruce Buel  
**Cc:** Lisa Bognuda  
**Subject:** Surplus equipment at B.L. Booster

1. 1 – 75 Hp Motor
2. 1 – 40 Hp Motor
3. 2 – 20 Hp Motors
4. 1 – 1100 GPM Pump
5. 1 – 450 GPM Pump
6. 2 – 150 GPM Pumps
7. 1 – 5000 Gallon Pneumatic Tank

These are the items that we need to surplus.  
Thanks,  
Dan