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January 24, 2022

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

**CONTRACT FOR STATE WATER BUDGET-ALLOCATION DESIGN SERVICES
CONTRACT NO. T22-001 – DCSE, INC.**

Summary

In 2018, the California State Legislature passed AB 1668, the Water Management Planning Bill, which contains numerous provisions related to water usage and conservation. Section 7 of the Bill addresses Urban Water Use Objectives, which describes and outlines requirements and regulation for potable water usage. A number of standards (55 gallons-per-capita-day, outdoor irrigation, potable reuse, increased penalties, etc.) have varied dates for implementation, ranging between 2022 to 2025. In response to the pending changes for potable water usage, the State provided topographic data to all potable water agencies in March 2021 to document their customers parcel and local area layout. The State requested responses from the agencies by June 2021 with their acknowledgement of the data and any variances for consideration. This deadline gave the State time to review the submissions and make recommendations moving forward for monitoring and establishing enforcement criteria. Subsequent analysis and variances would be employed as needed to coincide with the timelines set forth in the Bill.

The Triunfo Water & Sanitation District (District) hired a geospatial data analysis and management firm, DCSE, Inc. (DCSE), to review the State's data and assist the District in responding to the review. DCSE, using the State's and District data, was able to provide the District with a complete breakdown for each parcel of the permeable land and complementary irrigable features along with a variance request that was given to the State for review. Subsequently, the State has updated its files and provided additional information (received 12/23/21) for inclusion into any requested variances along with a water budget analysis. The pending water budget tool will be the basis for allocating the permissible water usage per parcel based on occupancy and land features.

In order for staff and the District to accurately respond to the latest request, staff recommends the Board approve a contract for \$41,320 with DCSE, Inc. to work with staff to respond to the State and to confirm the water budget tool data set being proposed, with a term ending June 30, 2023.

District Legal Counsel has drafted the respective amendments and has approved it as to form and content.

Please contact me at 805-658-4621 or email marknorris@triunfowsd.com if you have any questions or need additional information.

Fiscal Impact


Yes.

Recommendation

It is recommended the Board:

- A. It is recommended that the Board authorize the Chair to sign Contract No. T22-001 with DCSE, Inc., to provide geospatial analysis and support of the water budget project in a not-to-exceed amount of \$41,320 with a term to June 30, 2023; and
- B. Authorize the Director of Finance to increase the FY2021-2022 Adopted Budget, professional services (45-310-52080) by \$41,320; or
- C. Provide staff with alternative direction.

REVIEWED AND APPROVED



Mark Norris - General Manager

Attachment: Contract No. T22-001

CONTRACT NO. T22-001

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
DCSE, INC.
FOR GEOSPATIAL ENGINEERING DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 24th day of January 2022, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DCSE, INC., a California Corporation, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has the need to engage the specialized services of a consultant to provide geospatial engineering design services for the State Water Budget-Allocation Project (AB 1668).

B. DISTRICT has selected CONSULTANT, as most qualified, based on CONSULTANT's previous work with the District and the firm's experience, qualifications of the project team, and their knowledge and experience with similar State projects.

C. CONSULTANT represents it possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.

D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: WORK STATEMENT

A. CONSULTANT shall complete DISTRICT water budget-allocation project to analyze and assist staff in responding to the State's provided data set and allocation limits in accordance with AB 1668, hereinafter referred to as the "Project." A detailed Scope of Work is attached as Exhibit A.

B. CONSULTANT representative shall be Ali Diba, P.E., Ph.D., Principal Engineer. In the event Ali Diba becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the projects.

C. DISTRICT and CONSULTANT shall discuss design project prior to commencing work under this Agreement. DISTRICT will provide CONSULTANT with a written authorization to proceed, which shall include a brief project description, required completion date and the total amount to be paid for the work. CONSULTANT shall indicate acceptance of the project by signing and returning a copy of the authorization to DISTRICT within five (5) days.

ARTICLE 2: TERM OF CONTRACT

The term of this Agreement shall be from January 24, 2022 to June 30, 2023. This Agreement may be extended for additional one-year periods to a total of three at District's sole option upon acceptance of the current terms, conditions, and price.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT, but shall not be responsible for the means, methods, and procedures of other consultants. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: COMPLIANCE WITH LAWS

CONSULTANT shall give any notice to third parties required for CONSULTANT's work. CONSULTANT shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority in performing CONSULTANT's work.

ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information, or communication developed, prepared, or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated, or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

ARTICLE 6: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services based on the rates for assigned personnel included in Exhibit A. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days

of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$41,320. Additional services requested outside the scope of this Agreement would require written amendment hereto.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

ARTICLE 7: MODIFICATION

No change to CONSULTANT billing rate or the contract amount, or to any other provision of this Agreement, may be made except by a written amendment signed by CONSULTANT and DISTRICT. DISTRICT General Manager or his designee shall be authorized to approve changes to this Agreement in a manner consistent with the provisions of District Resolution No. T01-05.

ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether Consultant's services are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten (10) percent of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT and its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to, such liability, cost, damage, loss, claim, or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims, or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 10: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of not less than \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of not less than \$1,000,000 for personal injury, death, or property damage.
- D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this contract.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; (3) in the event of CONSULTANT's error or omission, CONSULTANT's insurance shall respond for the coverage in Item D above; and (4) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

ARTICLE 11: SUBCONTRACTORS

This Agreement is a personal services contract, and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 12: AUTHORITY TO EXECUTE CONTRACT

Both DISTRICT and CONSULTANT do covenant that each individual executing this Agreement is a person duly authorized and empowered to execute Agreements for such party.

ARTICLE 13: DISPUTE RESOLUTION

In the event that CONSULTANT and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the parties agree to be governed by Public Contracts Code Section 20104 et seq. In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days, or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 14: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Ali Diba, P.E., Ph.D.
DCSE, INC.
23461 S Pointe Dr #300

Laguna Hills, CA 92653

To DISTRICT: Finance & Administration
TRIUNFO WATER & SANITATION DISTRICT
1001 Partridge Drive, Suite 100
Ventura, CA 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 15: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 16: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found 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.

ARTICLE 17: TERMS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 18: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

ARTICLE 19: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 20: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

EXHIBIT A

Proposed scope of work

This section describes DCSE's proposed Scope of Work (SOW) and tasks to prepare data and variance adjustment requests for the Oak Park Water Service (Agency), in response to DWR's "Landscape Area measurement (LAM)" program. The proposed approach consists of two phases:

- Phase 1 – Prepare data, assess, verify, and prepare adjustment report to DWR
- Phase 2 – Review DWR's revised LAM data, verify Agency's requested adjustments has been reflected, prepare the required variance requests, and implement a "Water Budget" monitoring system to assess compliance with DWR's allocations.

The tasks included in this proposed scope are described in the following:

Phase 1

- Task 1.1 – Kick-off
- Task 1.2 – Project Plan Development
- Task 1.3 - Prepare Adjustment Request Report
 - Are of Interest (AOI) Boundary – Check the Service Area of the Agency
 - Disputed Parcels – Parcels Overlapping other Agencies' AOI
 - Residential Vacant Parcels
 - New Development – New Developments between 2018 and 2019
 - MISC Land Use Codes – Check the Parcel Data for MISC Land Use Code
 - Other Mis-coded Parcels - Check the Parcel Data for MISC Land Use Code Discrepancies
- Task 1.4 - Prepare Variance Adjustment Requests Report
 - Residential Agriculture
 - Horse Corrals
 - Parkway Strips
 - Easements/Parcel Shift
 - Open Water Bodies

DCSE in collaboration with the agency staff will identify the areas that are served by potable water and prepare variance forms for them. DCSE will also adjust the parcel lines to include the "Parkway Strips" irrigated by the parcels' potable water service.

Additionally, DCSE will analyze and independently assess the DWR-provided landscape area data. This includes comparing DWR data with the land cover classification results from the DCSE study using 2018 and 2020 NAIP imagery. By comparing DWR's 2018 classification with the latest classification based on the 2020 NAIP imagery, the Agency will have the required

information to file a variance request with the DWR if significant discrepancies are discovered due to new development or land cover changes during 2018 and 2019.

Task 1.1 – Kick-off

The purpose of this task is to familiarize the Agency project team with the DCSE team and to review the requirements and approach that is proposed in the proposal. We will also take this opportunity to identify and confirm the available data from the Agency.

Kick-off meeting will be conducted remotely using teleconferencing.

Deliverables: Kick-off Meeting Notes, Action Items, Updated Schedule

Task 1.2 – Develop Project Plan and Approach

The purpose of this task is to create a project plan and the corresponding approach to address all the requirements of the Agency. The project plan will identify and outline the technical approach on how the detail requirements of the Agency will be satisfied.

Deliverables: Project Plan and Approach Documentation Describing the Methodology and the Expected Outcome. The plan will be provided as Gantt chart with description of tasks and deliverables.

Task 1.3 – Prepare Adjustment Request Report

This task addresses the consistency of the data between DWR and the Agency in the following areas:

- Are of Interest (AOI) Boundary – Check the Service Area of the Agency
- Disputed Parcels – Parcels Overlapping other Agencies AOI
- Residential Vacant Parcels
- New Development – New Developments between 2018 and 2019
- MISC Land Use Codes – Check the Parcel Data for MISC Land Use Code
- Other Mis-coded Parcels - Check the Parcel Data for MISC Land Use Code Discrepancies

Deliverables: Draft and Final Adjustment Request Report of the DWR LAM data. Shapefiles and excel sheets with findings related to the parcel data.

Task 1.4 – Prepare Variance Adjustment Requests Report

Identification of Residential Agriculture; Horse Corrals; Easements/Parcel Shift; and Open Water Bodies Served by Potable Water

DWR LAM data excludes Residential Agriculture land greater than one acer; Horse Corrals; Easements/Parcel Shift; and Open Water bodies. However, if the Agency certifies that these exclusions are served by the parcel potable water service, a variance will be issued. DCSE will work with the Agency staff to identify and prepare variances for the eligible excluded areas.

Proposed approach for this task will include conducting a study to assess the DWR validation and accuracy assessment methods, as well as assess DWR's reporting methods for classifying landscape areas.

Phase 2

- Task 2.1 – Review Revised DWR Report
- Task 2.2 – Assist with Filing Variance with DWR
- Task 2.3 - Implement Water Budget Management Tool

The Phase 2 tasks are described in the following:

Task 2.1 – Review Revised DWR Report

The purpose of this task is to review and verify the revised/updated DWR’s LAM for the agency. Proposed approach for this task includes comparison of the DWR revised data with DCSE verified items that were conducted in phase 1.

Deliverables: DCSE will prepare report identifying any discrepancy between DWR’s revised LAM data and the Agency’s adjustment report from Phase 1.

Task 2.2 – Assist with Filing Variance with DWR

Once DWR’s guidelines on “Variance Application” is announced, DCSE will assist the Agency to prepare its variance application based on the findings of Task 1.4.

Deliverables: Prepare the “Variance Application” in collaboration with the Agency staff.

Task 2.3 – Implement Water Budget Management Tool

This task covers the development of a water budget tool to be used by the Agency. The water Budget tool calculates each customer's daily residential budget based on ET, landscape area, and the number of people living in each household. The application consists of a role-based portal allowing the staff with proper authorization to use the system. The water budget tool includes functionality to receive actual data from the Agency's billing system to identify efficient and excessive water users. It can also provide data back to the Agency's billing system to help implement a tiered rate structure based on the water budget if required. A web interface allows customers to monitor their water usage versus their allocated budget. The key highlights and benefits of this tool include the following:

- Assign Water Budget to Customer
- Integrated with Billing System
- Daily ET Calculation
- GIS-Based Approach
- Reports and Data for Conservation
- Rate Setting Module
- What-if Scenario Runs

The Project Cost & Rate Schedule

This Section of the proposal provides DCSE’s “Labor Rate Schedule” and “Project Cost Proposal”. The hourly labor rates for each classification are provided for everyone on the project team. The project cost is provided at the sub-task and task level for both required and optional project tasks.

Additional tasks not listed in this proposal will be estimated on a Time & Material basis at the provided labor rate schedule and estimated hours.

Our cost proposal is presented for: 1) Labor Charges; and 2) Other Direct Charges (ODC) for each project task. DCSE’s cost proposal is provided in the following two tables for the” DCSE Hourly Labor Rates” and the “Proposed Tasks Cost Estimate”, respectively.

Software Subscription Cost Estimate

In case the Agency decides to implement DCSE’s “Water Budget Management Application”, the annual subscription cost has been provided in Table 2 below, on an annual basis.

Hourly Rates

Table 1 - DCSE Hourly Labor Rates

Title/Function	Hourly Rate (\$/Hour)
<i>Project Manager</i>	<i>\$220</i>
<i>Application Implementor</i>	<i>\$180</i>
<i>Senior Geospatial Analyst</i>	<i>\$180</i>
<i>Geospatial Analyst</i>	<i>\$160</i>
<i>Senior GIS Analyst</i>	<i>\$150</i>
<i>GIS Analyst</i>	<i>\$120</i>

Project Tasks Cost Estimate

Task No.	Task Name	ODC (\$)	TOTAL	
			Hours	Cost
Phase 1				
1.1	Project Kick-off		4	\$740
1.2	Develop Project Plan and Approach		6	\$1,040
1.3	Prepare Adjustment Request Report		32	\$4,840
1.4	Prepare Variance Adjustment Requests Report	\$800	44	\$6,880
<i>Phase 1 Total</i>		\$800	86	\$13,500
Phase 2				
2.1	Review Revised DWR Report		44	\$7,280
2.2	Assist with Filing Variances with DWR		28	\$4,840
2.3	Implement Water Budget Management Tool	\$6,000	38	\$12,460
<i>Phase 2 Total</i>		\$6,000	128	\$27,820
<i>Project Total</i>		\$6,800	214	\$41,320

** Task 2.3 - ODC charge is for annual subscription fee for cloud-based "Water Budget Management Application" inclusive of cloud server charges. A minimal on-premise/cloud server will be needed to Interact with the existing billing system.*

TRIUNFO WATER & SANITATION DISTRICT

DCSE, INC.

By _____
LEON SHAPIRO
Chair, Board of Directors

By _____
ALI DIBA, P.E., PH.D.
Principal

APPROVED AS TO FORM:
ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By _____
JOHN M. MATHEWS
Legal Counsel for DISTRICT

ATTEST:

By _____
Fidela Garcia
Clerk of the Board

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