



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE ENGINEERING & OPERATIONS COMMITTEE

AGENDA

MONDAY, NOVEMBER 18, 2019
10:00 A.M.

FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125

If you have a disability and need an accommodation to participate in the meeting, please call the Secretary at (760) 999-2704 for assistance so the necessary arrangements can be made.

Writings that are public records and are distributed during a public meeting are available for public inspection at the meeting if prepared by the local agency or a member of its legislative body or after the meeting if prepared by some other person.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. ACTION / DISCUSSION ----- (ITEMS A – B)

A. MEMORANDUM OF UNDERSTANDING WITH RAINBOW MUNICIPAL WATER DISTRICT FOR WATER RESOURCE DEVELOPMENT AND EMERGENCY WATER SUPPLY

Recommendation: Committee supports the attached memorandum of understanding with Rainbow Municipal Water District (RMWD) for Water Resource Development and Emergency Water Supply.

B. FY 19-20 CAPITAL PROJECTS UPDATE

Recommendation: For discussion only, no recommended action. It is anticipated that the two capital projects currently advertised for bids will be recommended for award at the upcoming December 9th Board Meeting.

III. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Mary Lou West, Secretary of the Board of Directors of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2.

I, Mary Lou West, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

November 15, 2019
Dated / Fallbrook, CA

Mary Lou West
Secretary, Board of Directors

M E M O

TO: Engineering and Operations Committee
FROM: Jack Bebee, General Manager JRB
DATE: November 18, 2019
SUBJECT: Memorandum of Understanding with Rainbow Municipal Water District for Water Resource Development and Emergency Water Supply

Purpose

For the Committee to review a draft memorandum of understanding with Rainbow Municipal Water District (RMWD) for Water Resource Development and Emergency Water Supply.

Summary and Background

The District has secured long-term water supplies on the Santa Margarita River and after construction of facilities is complete in 2022, the District will have significant local water supplies. In addition to these local supplies, the District is pursuing a feasibility study with Camp Pendleton to evaluate increasing the availability of local supplies through development of advanced purification facilities using existing recycled water from both Camp Pendleton and the District. The available water supplies from this project could exceed the combined demand of Camp Pendleton and the District. RMWD has expressed interest in participating in the study to further evaluate securing some of the additional water supplies.

The parties would also agree to work together on other potential potable water and recycled water supply projects in the region.

In addition to long-term water supply development, the MOU includes provisions for the District and RMWD to work together to improve emergency water supply capabilities among the Districts. The Districts have many interconnected boundaries and adjacent facilities including large storage reservoirs, and the recent SDCWA emergency shutdown highlighted the need for the agencies to further develop emergency interconnections. The District would also coordinate to support RMWD during a water supply emergency with District local water supplies.

Budget Impact

The District has \$700,000 budgeted to complete the feasibility study of the advanced purification facilities. The MOU identifies that RMWD will contribute \$105,000 to this study so the MOU will reduce the anticipated expenditures for the District recycled capital budget by \$105,000.

Recommended Action

Committee supports the attached memorandum of understanding with Rainbow Municipal Water District (RMWD) for Water Resource Development and Emergency Water Supply.

MEMORANDUM OF UNDERSTANDING
for Water Resource Development and Emergency Water Supply

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, “MOU” or “Agreement”) is entered into this _____ day of _____, 2019 by and between Fallbrook Public Utility District (“FPUD”) and Rainbow Municipal Water District (“RMWD”). For purposes of this Agreement, FPUD and RMWD may be referred to collectively by the capitalized term “Parties”. The capitalized term “Party” may refer to either FPUD or RMWD interchangeably.

RECITALS

WHEREAS, in cooperation with the United States Marine Base Camp Pendleton (CPEN), FPUD has developed a local supply of water through its Santa Margarita Conjunctive Use Project; and

WHEREAS, FPUD and the CPEN are beginning the process of evaluating the feasibility of the development of a groundwater augmentation project (“Groundwater Augmentation Project”) that could provide significant additional local supplies, and

WHEREAS, the amount of supply that is developed in the Groundwater Augmentation Project may exceed the demands of both FPUD and CPEN; and

WHEREAS, RMWD shares boundaries with both FPUD and CPEN and has several existing interconnections between the FPUD and RMWD distribution systems; and

WHEREAS, while RMWD has adequate storage in its system to service its customers in the event of pipeline failures on aqueducts operated by either the San Diego County Water Authority (SDCWA) or the Metropolitan Water District of Southern California (MWD), RMWD is interested in securing an additional emergency water supply resource; and

WHEREAS, the geography and density of RMWD does not lend itself to the development of an Groundwater Augmentation Project using its own wastewater resources and is interested in exploring the feasibility of participating in the development of, and use of product water from, the proposed FPUD/CPEN Groundwater Augmentation Project; and

WHEREAS, the Parties recognize the need to cooperatively pursue alternative supplemental water supplies for the benefit of the public and the long-term sustainability of the agricultural customers in our region; and

WHEREAS, the Parties agree to continue to cooperatively work to identify and develop potential future local supplies in the Santa Margarita and San Luis Rey River watersheds; and

NOW, THEREFORE, in consideration of the preceding Recitals and the mutual covenants contained herein, and subject to the subsequent execution of additional agreements by all Parties hereto, the Parties hereby set forth their respective mutual understanding as to the terms and conditions for the delivery of emergency water supplies from FPUD to RMWD and the participation of RMWD in the feasibility study for the potential FPUD/CPEN Groundwater Augmentation Project.

Section 1. Emergency Supply from FPUD to RMWD

- A. In the event of a pipeline failure on either the SDCWA or MWD aqueduct systems and causes loss of imported water supply to any or all of RMWD's or FPUD's aqueduct connections, FPUD and RMWD agree to work together to provide emergency supplies to customers.
- B. RMWD and FPUD have many common boundaries and interconnections and both have substantial storage within their systems and will coordinate to support emergency supply for both agencies needs through available storage.
- C. FPUD and RMWD will work together to identify opportunities to rehabilitate and maintain existing interconnects and establish new interconnects where appropriate, the costs of which will be shared as agreed to by the Parties.
- D. FPUD also has access to emergency supplies through the Santa Margarita Conjunctive Use Project (SMRCUP). FPUD will coordinate with CPEN to identify and/or make available sufficient supplies to support RMWD in an emergency to the extent water is available over FPUD emergency supply needs.
 - 1. The Parties agree and acknowledge that as a precondition to providing any FPUD water supplies to RMWD, FPUD's General Manager determines, in his or her sole discretion, that FPUD has a surplus of available water pursuant to Public Utilities Code Section 16473 and any other laws or binding obligations applicable to FPUD.
- E. Each party will reimburse the other party for any water supplied during an emergency at the wholesale cost of the wholesale imported water provider that serves FPUD or RMWD at the time of the emergency.

Section 2. FPUD/USMCCP Groundwater Augmentation Project

- A. RMWD will participate in the Feasibility Study for the FPUD/CPEN Groundwater Augmentation Project as follows:
 - 1. RMWD will assist in the development of technical data related to its customer demands to identify the potential amount of water it could use from the Project.
 - 2. RMWD will pay for a pro-rata share of the costs for the Feasibility Study based on its intent to determine the feasibility of securing a long term supply from the Project.

3. FPUD has been awarded a Proposition 1 Grant to offset a portion of the costs of the Groundwater Augmentation Project Feasibility Study. FPUD will charge RMWD the pro-rata share of Feasibility Study costs after the grant funds are deducted from the total costs. RMWD pro-rata share of the feasibility costs after grant funds is deducted is 15%. The estimated amount of the study after grant reimbursement is \$700,000. The estimated cost share for RMWD for the feasibility study is \$105,000
- B. Should there be amendments to the agreement with the consultant performing the Feasibility Study work during the course of the Study, FPUD will confer with RMWD about the proposed amendments; however, FPUD but has the unilateral power to approve amendments without specific approval from RMWD.
 - C. During the Feasibility Study, FPUD pay the consultant costs for the work. FPUD will issue invoice to RMWD for its pro-rata share after deduction of the grant funds and copy of the consultant project costs. RMWD will pay the FPUD invoice within 30 days of the invoice date.
 - D. Additionally, FPUD and RMWD will work together on evaluating other alternative water supply development and recycled projects within their combined jurisdiction.

Section 3. Nature of Agreement.

The Parties acknowledge, understand and agree that this Agreement does not, and shall not be construed to create, a principal-agent relationship; a master-servant relationship; an employer-employee relationship; a partnership relationship; a joint venture relationship; or any like association.

Section 4. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by fax or certified mail, postage prepaid and return receipt requested, addressed as follows:

FPUD
Jack Bebee
General Manager
FPUD

RMWD
Tom Kennedy
General Manager

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 5. Severability.

If any term or condition of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 6. Attorney's Fees.

In the event either Party initiates legal action to enforce any provision of this Agreement or to recover damages for the breach of any provision contained herein, the prevailing Party in such litigation shall recover such costs and expenses as may be incurred by the prevailing Party, including court costs, reasonable attorney's fees and other related costs and expenses. This provision shall survive the early termination or expiration of this Agreement.

Section 7. Governing Law/Venue.

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the San Diego County Superior Court of the State of California. If applicable law absolutely requires that all or part of any such litigation be tried in a United States Federal District Court, venue, without exception, shall be in the Southern District of California located in the City of San Diego, California. This provision shall survive the termination of this Agreement.

Section 8. Modification.

No amendment to, or modification of, this Agreement shall be valid or enforceable unless made by mutual written agreement of the Parties.

Section 9. Third Parties.

The Parties agree that nothing in this Agreement may be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement. All rights and benefits under this Agreement inure exclusively to the Parties.

Section 10. Time Is Of The Essence.

The Parties agree that time is of the essence under this Agreement. The Parties agree to initiate and complete all actions required under this Agreement with all reasonable diligence.

Section 11. Entire Agreement.

This Agreement, including any attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and

supersedes all other agreements or understandings, whether oral or written, or entered into between the Parties prior to the execution of this Agreement.

Section 12. Assignment.

No Party may assign any of its rights under this Agreement, except with the written prior consent of the other Parties. All other assignments of rights are prohibited under this section.

Section 13. Authority To Sign.

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 their respective legal entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 14. Counterparts.

This Agreement shall be executed in two (2) counterparts. One fully executed counterpart shall be delivered to each Party.

IN WITNESS WHEREOF, FPUD and RMWD have executed this Agreement to be in effect as of the date set forth above.

FALLBROOK PUBLIC UTILITY DISTRICT

DATE: _____ BY: _____
Jack Bebee
General Manager

ATTEST: _____
Paula de Sousa, Esq.

RAINBOW MUNICIPAL WATER DISTRICT

DATE: _____ **BY:** _____

**Tom Kennedy
General Manager**

ATTEST: _____

Alfred Smith, Esq.

DRAFT

MEMO

TO: Engineering and Operations Committee
FROM: Aaron Cook, Senior Engineer *AC*
DATE: November 18, 2019
SUBJECT: FY19-20 Capital Projects Update

Description

Update on the progress of the capital projects planned for the current fiscal year.

Purpose

The following figures show capital expenditure progress through October compared to plan.

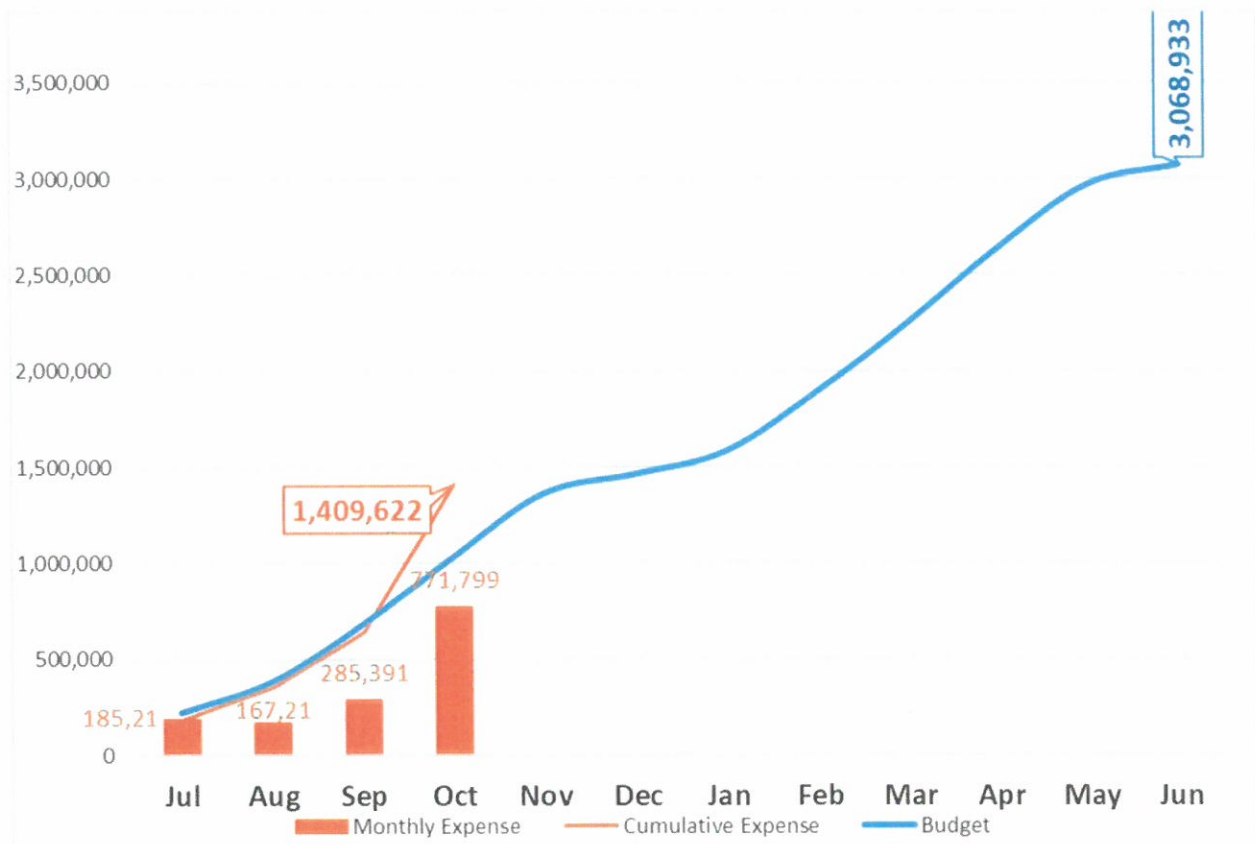


Figure 1: Water CIP PAYGO Budget

The Water CIP PAYGO budget was tracking very close to plan until October. The increased spending was due to faster than anticipated progress on the De Luz Road Pipeline Replacement Project. With that in mind, reduced spending is expected in November and the budget will be back on track.

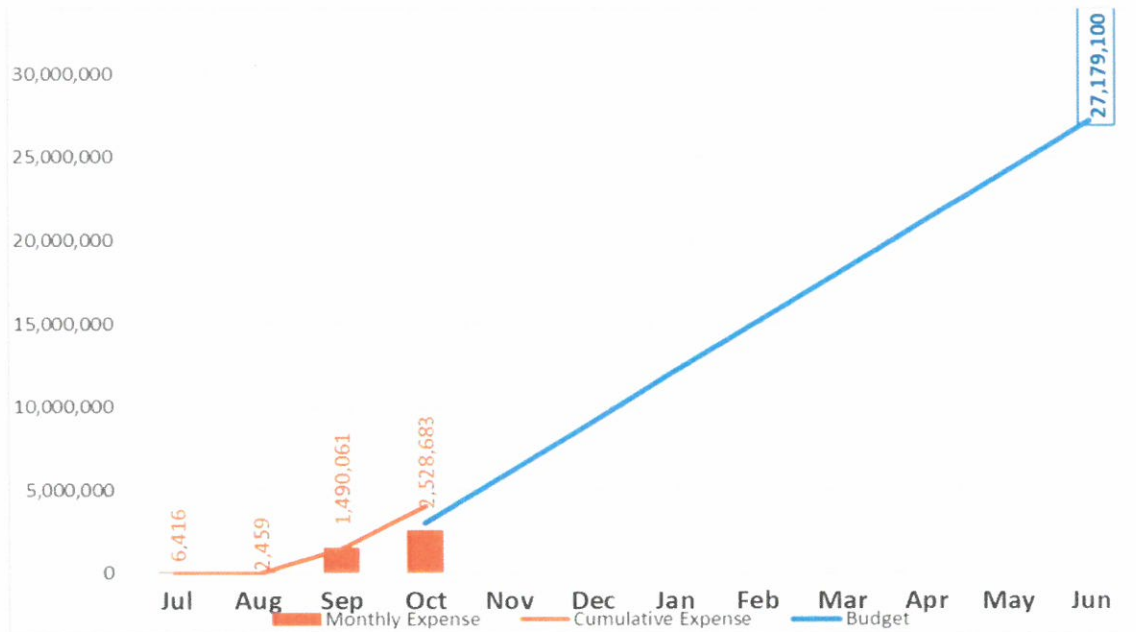


Figure 2: SMRCUP Budget

The SMRCUP budget is currently tracking as planned. Mobilization has been completed and mass grading at the site is underway, as well as potholing along the planned pipeline alignment.

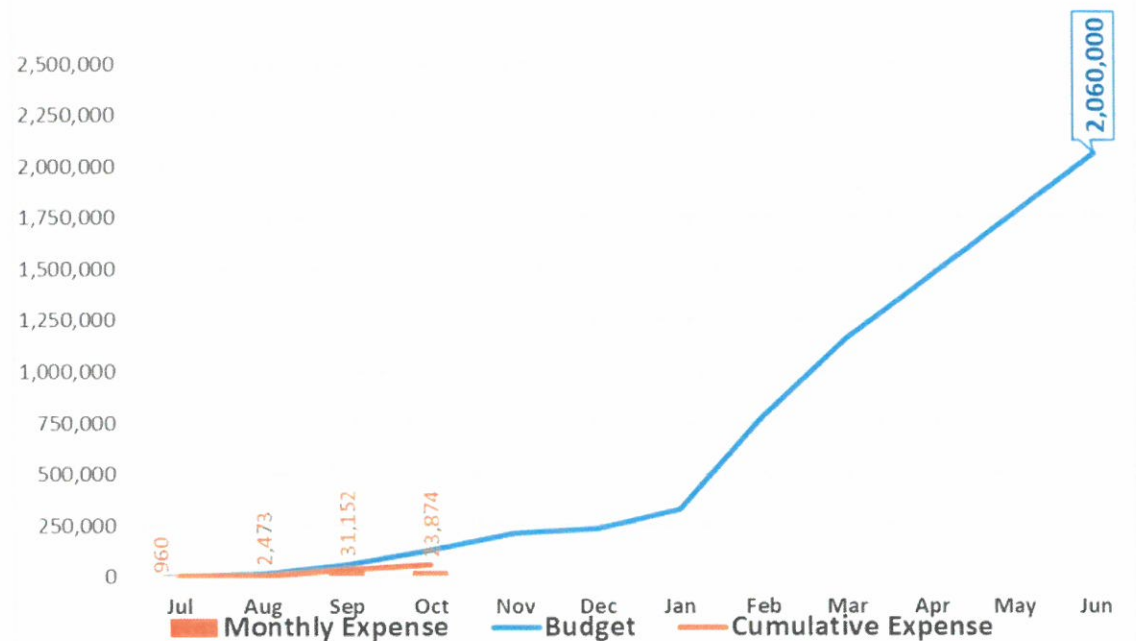


Figure 3: Wastewater CIP Budget

The Wastewater CIP Budget is tracking slightly under plan. This is primarily due to slower than anticipated progress on the Ranchwood Road Sewer Crossing Project and the replacement of the bio-solids barn at the WRP site.

Significant Projects:

- De Luz Road 8" Pipeline Replacement – Currently under construction. Expected completion by December 15th.
- Winter Haven Road 12" Pipeline Replacement – Currently advertised with bid opening scheduled for November 20th. Will be recommended for award to lowest responsive bidder in the upcoming December 9th Board Meeting.
- Manhole Relining Project – Notice to proceed issued November 18th. Schedule is pending, but work is anticipated to be completed before the end of February.
- Overland Trail Lift Station Rehabilitation Project – Currently advertised with bid opening scheduled for November 20th. Will be recommended for award to lowest responsive bidder in the upcoming December 9th Board Meeting.
- Groundwater Augmentation Pilot Project – Currently advertised for professional services contract due January 23rd. Will be recommended for award in the February 24th Board Meeting.

Budgetary Impact

No budgetary impact; the capital program is currently within the planned budget.

Recommended Action

For discussion only; no recommended action. It is anticipated that the two capital projects currently advertised for bids will be recommended for award at the upcoming December 9th Board Meeting.