

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

<http://sslocsd.org/>

Agenda

Board of Directors Meeting

1655 Front Street

Oceano, California 93445

Wednesday, January 4, 2012 at 6:00 PM

Board Members

Bill Nicolls, Chairman

Lori Angello, Director

Tony Ferrara, Director

Alternates

Karen Bright, Director

Matthew Guerrero, Director

Jim Guthrie, Director

Agencies

City of Grover Beach

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

Oceano Community Services District

City of Arroyo Grande

1. CALL TO ORDER AND ROLL CALL

2. ELECTION OF BOARD OFFICERS FOR CALENDAR YEAR 2011

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

This public comment period is an invitation to members of the community to present comments, thoughts, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the District. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chairman or presiding Board Member may:

- Direct staff to assist or coordinate with you.
- It may be the desire of the Board to place your issue or matter on a future Board agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to 3 minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted.

Any writing or document pertaining to an open session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the offices of the Oceano CSD a member agency, 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act and California Government Code §54954.2, requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires the modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Administrative Assistant at 805-544-4011.

4. CONSENT AGENDA

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

3a. Review and Approval of Minutes of December 21, 2011 meeting

3b. Review and Approval of Warrants

5. PLANT SUPERINTENDENT'S REPORT**6. BOARD ACTION ON INDIVIDUAL ITEMS:****A. 04 MBI 16, ELECTRICAL SYSTEM UPGRADE**

Staff recommends the Board approve progress payment No. 2 to Woeste Electric in the amount of \$4,461.75; approve Change Order No. 2 in the amount of \$3,605.39 and Change Order No. 3 in the amount of \$3,656.36, and accept credit memo dated December 15, 2011 in the amount of \$2,800.00. Approve release of retention in the amount of \$3,154.20 as the lien period has expired. Total final payment to be in the amount of **\$7,615.95**

B. DISTRICT ENROLLMENT IN STATE-BASED MUTUAL AID AGREEMENT PROGRAMS - UPDATE

Staff recommends the Board receive this report detailing the final steps necessary to join the California Water/Wastewater Agency Response Network and the California Public Works Mutual Aid Agreement programs; execute the attached Agreement forms and authorize District Staff to forward the executed forms to the respective program contacts to initiate District enrollment in the two mutual aid programs.

C. FORKLIFT REPAIR

Staff recommends the Board authorize replacement of the forklift engine. Cost not to exceed \$15,000 including engine and labor.

D. DRAFT OF DISTRICT EMERGENCY RESPONSE PLAN

Staff recommends the Board receive verbal presentation and review draft of the District Emergency Response Plan

7. PUBLIC COMMENT ON CLOSED SESSION**8. CLOSED SESSION**

- 1) Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9; 1 case
Mascolo v SSLOCSD et.al.
- 2) Conference with Legal Counsel regarding significant exposure to litigation pursuant to Government Code section: § 54956.9 subdivision b; 1 case
- 3) Closed Session pursuant to Government code section 54957:
public employee performance evaluation
Title: District Administrator
- 4) Conference with labor negotiator pursuant to Government Code Section 54957.6
Agency representatives: John Wallace and Bill Nicolls
Unrepresented independent contractor: Michael Seitz (Shipsey & Seitz)
Title: District Legal Counsel

9. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

10. CONSIDERATION OF AGREEMENT FOR DISTRICT LEGAL SERVICES

Staff recommends the Board review and if acceptable, approve an agreement with Shipsey & Seitz (Michael Seitz) for District Legal Counsel services

11. MISCELLANEOUS ITEMS

- a. Miscellaneous Oral Communications
- b. Miscellaneous Written Communications

12. ADJOURNMENT



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Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: January 4, 2012

Subject: Election of Board officers for calendar year 2012

Recommendation:

Staff recommends the Board elect officers for the calendar year 2012.

Discussion:

At the beginning of each calendar year it is customary to elect officers of the Board.

At this time it would be appropriate to elect officers for the positions of Board Chairman and Vice Chairman.

The officers for the calendar year of 2011 were as follows:

Chairman	Bill Nicolls
Vice Chairman	Vacant

Nominations should first be taken for the office of Chairman; nominations do not require a second. After there are no further nominations, a motion should be made and seconded to close nominations. A vote is then taken for each candidate. The candidate receiving the most votes, and a majority of votes of the quorum present, is elected to office. The same process should be followed to elect a Vice Chairman.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Oceano Community Services District
1655 Front Street
Oceano, CA 93445

Minutes of Wednesday, December 21, 2011
12:45 P.M.

1. CALL TO ORDER AND ROLL CALL

Present: Chairman Bill Nicolls, City of Grover Beach; Director Matthew Guerrero, Oceano Community Services District.

Others in Attendance: John Wallace, District Administrator; Mike Seitz, District Counsel; Plant Superintendent Bob Barlogio.

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

Tom Geaslen, General Manager of Oceano Community Services District, spoke about the inter-agency meeting held at the plant on Thursday, December 15, 2011. Mr. Geaslen said that Plant Superintendent Barlogio and Staff Engineer Aaron Yonker gave an informative tour explaining the process and how the Member Agencies will work together on tracking problems.

3. CONSENT AGENDA

- A. Review and Approval of Minutes from the Meeting of December 7, 2011.
- B. Review and Approval of Warrants.
- C. Financial Report ending November 30, 2011

It was moved by Director Guerrero, seconded by Director Nicolls to approve Consent Agenda Items A, B and C, as presented. Motion carried 2-0.

Administrator Wallace pointed out that the monthly Financial Report is expanded to become more complete, and the reconciliation process between the District accounts and the County's has been agreed to and is being undertaken on a monthly basis by the District Bookkeeper.

4. PLANT SUPERINTENDENT'S REPORT

Plant Superintendent Barlogio reported that the average effluent BOD to date was 32 mg/L. Total Suspended Solids (TSS) was 29 mg/L. The weekly limit is 40 mg/L. 7-day median fecal coliform was <2 MPN with a limit of 200 MPN (MPN = most probable number).

Average chlorine usage has been a little higher than what it was for November. For December, chlorine usage has been 265 gallons/day. Last month it was 232 gallons/day.

Windset Farms has let Plant Superintendent Barlogio know that they will not be using the District's brine discharge station since the water they are using is not as high in dissolved minerals as previously thought. As a result, Superintendent Barlogio contacted Kennedy/Jenks Consultants to ask them to hold off on the District's brine study.

Staff is continuing with the re-wiring project. By the end of the month, the FFR pumps should be

rewired as well as the No. 2 Primary Clarifier.

Director Guerrero commented that he appreciated that Plant Superintendent Barlogio had cancelled the brine study. Administrator Wallace said that the brine station would eventually be re-opened under our current permit for use by some local businesses so there will be some revenue coming in.

5. BOARD ACTION ON INDIVIDUAL ITEMS

A. DISTRICT ENROLLMENT IN STATE-BASED MUTUAL AID AGREEMENT PROGRAMS

Administrator Wallace presented the staff recommendation that the Board direct staff to enroll in two mutual-aid programs, California Water/Wastewater Agency Response Network (Cal-WARN) and California Public Works Mutual Aid Agreement (PWMAA). The Cal-WARN and PWMAA programs are agreements amongst agencies which allow the sharing of resources in times of emergencies.

At the December 7th Board meeting, the Board had pointed out that the Cal-WARN agreement presented was from 2007 and requested that the District receive an updated Cal-WARN agreement. Staff contacted Cal-WARN, staff and was informed that the 2007 agreement is, in fact, the most up-to-date version of the agreement.

The PWAA agreement is similar to the Cal-WARN document. An agency is not required to participate, but is indemnified and reimbursed for costs if it does participate. The substantial difference between the two agreements is that the PWAA requires a declaration of a local and state emergency to be made first.

Staff recommends that the Board direct staff to administer enrollment into these two mutual aid programs on behalf of the District in accordance with the current Cal-WARN Articles of Agreement and in accordance with the current PWMAA Agreement. The formal documents will be brought to the Board at the next meeting.

It was moved by Director Guerrero, seconded by Director Nicolls, to approve the staff recommendation that the Board enter into the CAL-WARN and PWMAA programs. Motion carried unanimously.

B. RESOLUTION TO IMPLEMENT NON-COMPLIANCE FEES FOR THE FATS, OILS AND GREASE (FOG) ORDINANCE

Administrator Wallace presented the staff recommendation that the Board adopt Resolution 2011-295 establishing a non-compliance fee structure in accordance with SSLOCSD Fats, Oils and Grease (FOG) Ordinance No. 2008-01, Article 6.

As discussed at previous Board meetings, different alternatives exist for a noncompliance fee for Food Service Establishments (FSEs) under the FOG ordinance. This resolution would establish this fee. A flowchart which shows the process was distributed. The intent is to issue a written Notice of Noncompliance to an FSE which fails its semiannual FOG inspection. If upon reinspection in 30-days, the FSE has still not fixed the problem, then the FSE is issued a Notice of Violation with a fee of \$125. If upon another reinspection in 14-days, the FSE is found to still be in violation, another Notice of Violation is issued to the FSE, and another \$125 fee is assessed. However, there will be no fee if the FSE passes its reinspection. The FOG ordinance also provides for the cancellation of a permit for repeat offenders in extreme situations. A letter will be sent to the FSEs informing them about the FOG program and potential fines.

Tom Geaslen commented that OCSD is in favor of the recommendation.

It was moved by Director Guerrero, seconded by Director Nicolls, to approve the staff recommendation that the Board adopt Resolution 2011-295. A roll call vote for approval was carried unanimously.

C. AUTOMATIC EXTERNAL DEFIBRILLATOR

Plant Superintendent Barlogio presented the staff recommendation that the Board approve the purchase of an Automatic External Defibrillator (AED) and related training from Titan Industrial and Safety Supply in the amount of \$1,941.23.

It was moved by Director Guerrero, seconded by Director Nicolls, to approve the staff recommendation that the Board approve the purchase of an Automatic External Defibrillator and related training from Titan Industrial and Safety Supply in the amount of \$1,941.23. Motion carried unanimously.

D. 04 MBI 03 – ANNUAL INFLUENT GRINDER MAINTENANCE

Plant Superintendent Barlogio presented the staff recommendation that the Board approve the payment of \$4,702.00 to JWC Environmental (JWCE) to become current on Grinder Unit 2's "Monster Care" service contract.

JWCE has made some adjustments to the equipment which staff now believes is working properly. Under the "Monster Care" agreement, staff will be able to swap out grinders with rebuilt units from JWCE when major service is required with no downtime.

District Counsel Seitz added that there had been an issue with the equipment's compliance with the District's original specifications but he believes that the present agreement satisfies those issues.

It was moved by Director Guerrero, seconded by Director Nicolls, to approve the staff recommendation that the Board approve the payment to JWC Environmental to become current on Grinder Unit 2's "Monster Care" service contract in the amount of \$4,702.00. Motion carried unanimously.

E. PURCHASE OF THREE 12" VALVES

Plant Superintendent Barlogio presented the staff recommendation that the Board approve the purchase of three (3) 12-inch, Mueller gate valves from Ferguson Inc. in the amount of \$5,360.36.

Plant Superintendent Barlogio said that the plant will be getting the new FFR pump in the first part of January. The valves have been in service for over 12 years, and there have been problems before with the valves not seating properly.

Director Guerrero asked about the service life of these valves. Plant Superintendent Barlogio replied that it is about 10 years.

It was moved by Director Guerrero, seconded by Director Nicolls, to approve the staff recommendation that the Board approve the purchase of three (3) 12-inch, Mueller gate valves from Ferguson Inc. in the amount of \$5,360.36. Motion carried unanimously.

F. DRAFT OF DISTRICT EMERGENCY RESPONSE PLAN

This item was continued and will be presented by Director Ferrara at a subsequent meeting.

6. PUBLIC COMMENT ON CLOSED SESSION

There were no public comments.

7. CLOSED SESSION

- (1) Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9; 1 case
Mascolo v. SSLOCSD et al.
- (2) Conference with Legal Counsel regarding significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision b; 1 case
- (3) Closed session pursuant to Government Code section 54957: Public Employee Performance Evaluation
Title: District Administrator

8. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

The Board met in Closed Session and considered three items but took no reportable action.

9. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

Plant Superintendent Barlogio gave an update on the status of the forklift. It turns out that the forklift had an oil pump failure. Staff is working with the manufacturer, Hyster, to see if Hyster can do anything for the District since the forklift only had 590 hours on it and had all the required maintenance completed. The warranty period has passed as the forklift is 8 years old. Graylift has given a quote of \$9,600 for a rebuilt motor.

B. Miscellaneous Written Communications

There were none.

10. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at approximately 1:30 p.m.

THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE BOARD OF DIRECTORS AT A SUBSEQUENT MEETING

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER
1/4/2012

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ABALONE COAST	CHEMICAL ANALYSIS	ANNUAL SAMPLING	010412-6192	7078	7,775.38	7,775.38
AIRFLOW FILTER SERVICE	FILTER SERVICE	100195	93	8030	159.50	159.50
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	6521649 654066 6559576	94	7025	540.79	540.79
ASBURY ENVIRONMENTAL	USED OIL DISPOSAL	130385723	95	8030	40.00	40.00
AT&T	TELEPHONE SERVICE	DECEMBER	96	7013	632.89	632.89
BILL NICOLLS	BOARD SERVICE	NOVEMBER & DECEMBER	97	7075	400.00	400.00
BRENNTAG PACIFIC, INC	CHEMICALS	157936 158271	98	8050	9,942.28	9,942.28
CA ELEC SUPPLY	MISC SUPPLIES	470660	99	8045	52.02	52.02
CDW-G	MISC SUPPLIES	C179252	6200	7015	83.68	216.02
		C414007		8060	132.34	
CHARTER	INTERNET SERVICE	JANUARY	6201	7011	55.81	55.81
D'ANGELO'S	PAINT	S217739	6202	8060	357.70	357.70
FEDEX	SHIPPING	7-728-86369 7-736-76813	6203	8045	80.66	80.66
FGL ENVIRONMENTAL	CHEMICAL ANALYSIS	183192A	4	7078	84.00	84.00
GORDON SAND	SAND FOR SLUDGE BEDS	0621072-IN	5	8060	773.37	773.37
GRAINGER	MISC SUPPLIES	9715478351	6	8060	24.95	24.95
HACH	LAB SUPPLIES	7545141	7	8040	102.65	102.65
JB DEWAR INC	VEHICLE FUEL AND OIL	780227	8	8020	122.28	122.28
JIM GUTHRIE	BOARD SERVICE	NOVEMBER	9	7075	100.00	100.00
LAB SAFETY SUPPLY	SAFETY SUPPLIES	1018301411	10	8056	46.98	46.98
LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	144173	11	7071	3,423.00	3,423.00
LORI ANGELLO	BOARD SERVICE	NOVEMBER	12	7075	100.00	100.00
MATTHEW GUERRERO	BOARD SERVICE	NOVEMBER & DECEMBER	13	7075	300.00	300.00
MC MASTER CARR	MISC SUPPLIES	13635877	14	8055	117.90	458.70
		13729986 13809213		8060	340.80	
MDT PERSONNEL	CONTRACT LABOR	3103-717 3103-726 3103-734	15	6085	2,040.00	2,040.00
OCSO	ANNUAL BILLING SERVICE	FY 2011/12	16	7074	4,930.00	4,930.00
PRAXAIR	GAS CYLINDER	41558947	17	8060	41.50	41.50
ROYAL WHOLESALE ELECTRIC	WIRING FOR RECONDUCTORING	7842-413092 04 MBI 16	18	26/8065	11,536.54	11,536.54
SAN LUIS PERSONNEL	CONTRACT LABOR	9214 9251	19	6085	998.40	998.40
SANTA MARIA DIESEL	MISC SUPPLIES	21335	20	8060	101.55	101.55
SM TIRE	TRAILER TIRES	568300	21	8030	101.39	101.39
TELEDYNE ISCO	LAB SUPPLIES	979264 979438	22	8040	353.42	353.42
TITAN INDUSTRIAL	SAFETY SUPPLIES	1048246 1048313 1048311	23	8056	349.39	1,077.37
	MISC SUPPLIES	1048257 1048267 1048273		8060	727.98	
		1048299 1048309 1048314				
TONY FERRARA	BOARD SERVICE	NOVEMBER & DECEMBER	24	7075	200.00	200.00
UNITED STAFFING	CONTRACT LABOR	56831 57057	25	6085	1,287.00	1,287.00
USABOOK	MISC SUPPLIES	555744	26	7050	232.95	496.30
		554033		8040	263.35	
WOESTE ELECTRIC INC	ELEC SYS UPGRD 04 MBI 16	6100 6103	27	26/8065	6,179.72	6,179.72
WOESTE ELECTRIC INC	RECONDUCTORING 04 MBI 16	6036 6037 CM6094	28	26/8065	7,615.95	7,615.95
SUB TOTAL					62,748.12	62,748.12
PAYROLL	PPE 12/16/2011				22,107.01	22,107.01
GRAND TOTAL					84,855.13	84,855.13

We hereby certify that the demands numbered serially from 010412-6192 to 010412-6228 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:

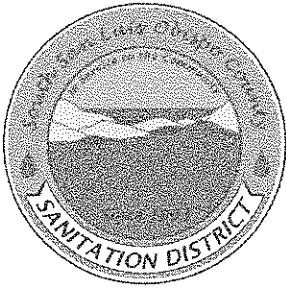
DATE: _____

Chairman

Board Member

Board Member

Secretary



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To: Board of Directors
From: Bob Barlogio, Plant Superintendent
Via: John Wallace, District Administrator *mw*
Date: December 28, 2011

Subject: Superintendent's Report

The plant has operated well so far this month of December; the following data was complied up to today's date:

Average daily flow was 2.49 million gallons per day, with a maximum daily flow of 2.69 million gallons.

Average BOD coming into the plant is 350 mg/l, TSS is 338 mg/l. The maximum BOD was 431 mg/l and TSS max was 3380 mg/l, of the data I currently have.

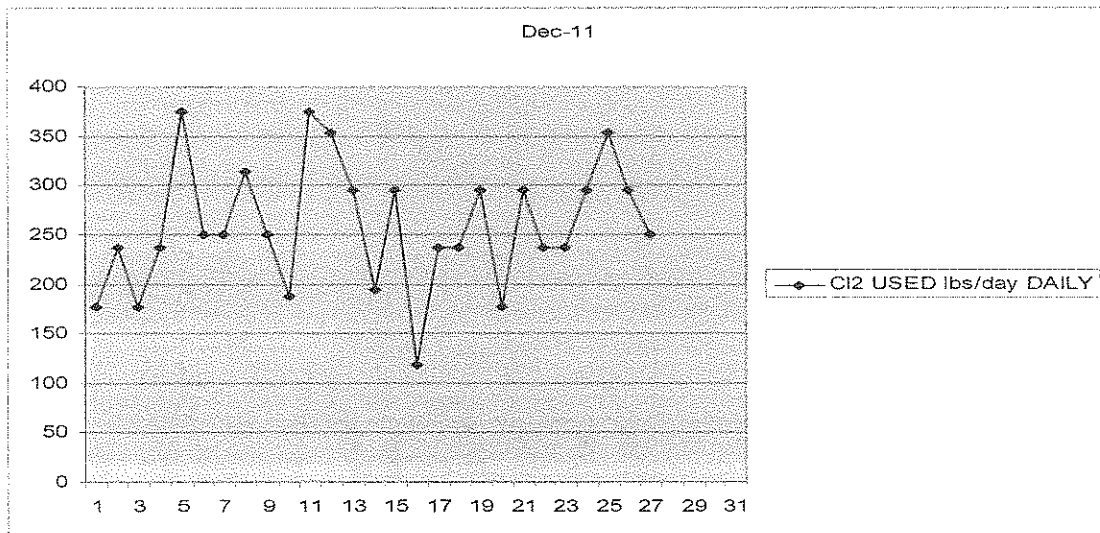
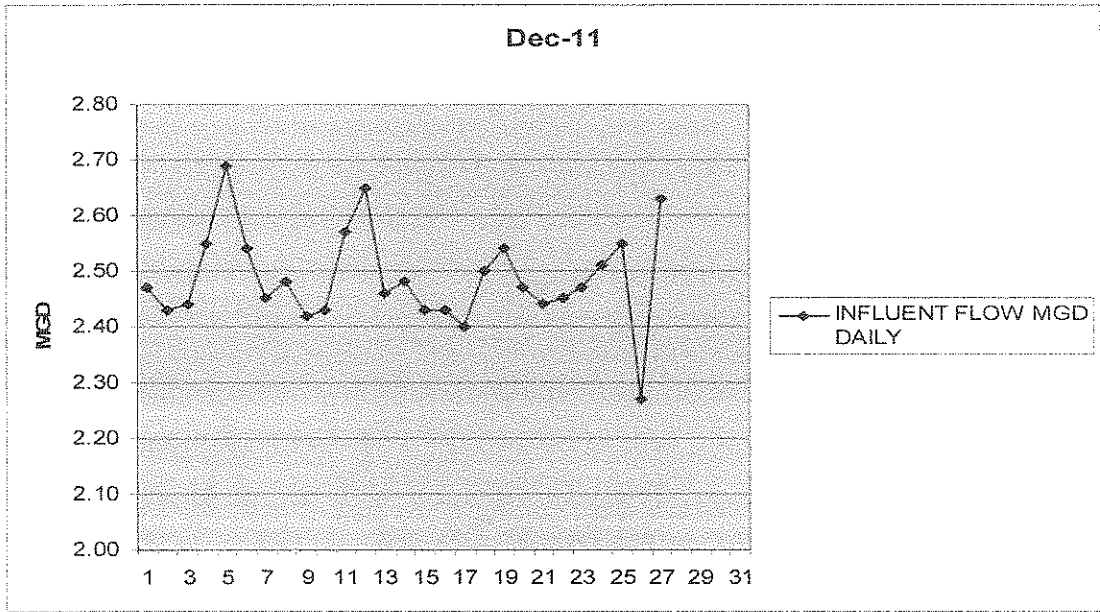
Average BOD leaving the plant was 29 mg/l; TSS was 28 mg/l. The maximum daily sample was 35 mg/l BOD and 42 mg/l TSS, weekly limit of 40 and 40 mg/l. Removal rate of 92% and 91%.

Fecal 7 sample median was <2 MPN, limit of 200 MPN. The highest as of Dec 27 was 8 MPN. (MPN = Most Probable Number)

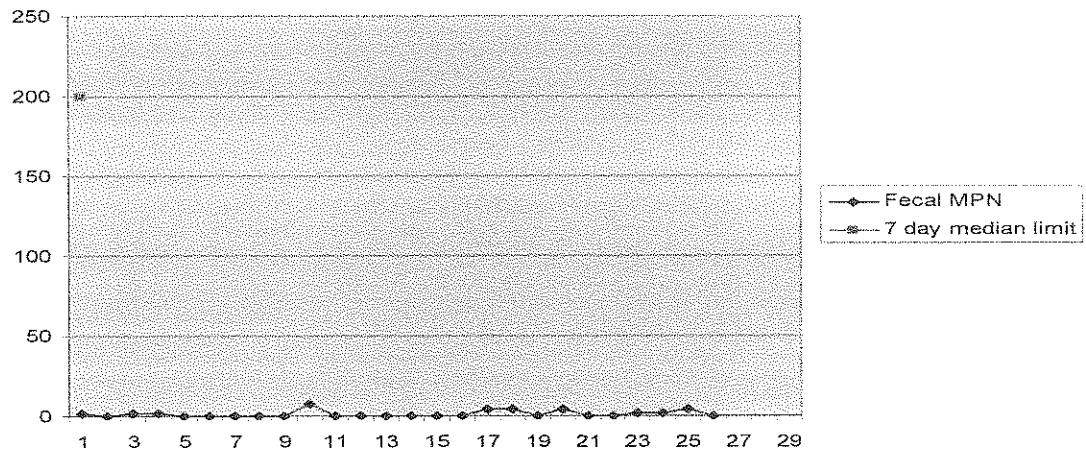
Chlorine usage averaged 259 gallons per day, currently, probably because of some higher flows. Please see chart below. We are working diligently to keep it down low.

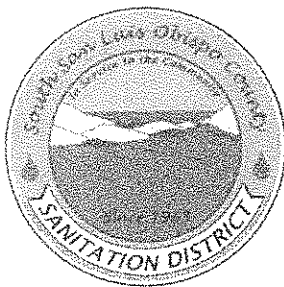
We had an inspection from our local Air Pollution Control District. The inspector seemed pleased that we have written two Standard Operating Procedures (SOP) in regard to RAE Systems Gas Detection Pump sampling and Procedures to Notify APCD. She was impressed to the fact that even the part number was included in the procedures. She said that is something that is often overlooked.

We are getting data together and have started on the annual report. It's a time consuming process, but is required to show the water board trends and highlight the year's activities.



Dec-11





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Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: September 07, 2011 Meeting

Subject: 04 MBI 16, Electrical System Upgrade

Recommendation:

Staff recommends the Board approve progress payment No. 2 to Woeste Electric in the amount of **\$4,461.75** for this period; approve Change Order No. 2 in the amount of **\$3,605.39** and Change Order No. 3 in the amount of **\$3,656.36**, and accept credit memo dated December 15, 2011 in the amount of **\$2,800.00**. Approve release of all retention as the lien period has expired. Total final payment to be in the amount of **\$7,615.95**

Funding:

The FY 2001-11 Budget includes Major Budget Item *04 MBI 16 – Electrical System Upgrade* in the amount of **\$535,689**. To date the following expenditures have occurred:

\$ 27,818	Design and Electrical Engineering
\$ 21,412	Contract Administration
\$ 6,179	Electrical Maintenance
\$ 36,400	Reconductoring Construction
<u>\$ 11,537</u>	Wiring Supplies

for a current total of **\$ 103,346** leaving a balance of **\$432,343**, as of December 31, 2011.

Discussion:

A more complete reconciliation will be provided with the next report in order to account for other electrical engineering studies and wiring supplies.

This report recommends final payment in the amount of **\$4,461.75** for the current phase of the reconductoring project previously awarded to Woeste Electric.

In addition, Woeste Electric, who was already onsite finishing work on electrical reconductoring, provided a quotation to install conduit seals. The seals were installed in each of the pump power supply conduits separately which allowed continued operation of three of the four pumps.

Therefore, staff implemented and issued Change Order No. 2 to Woeste Electric for the Influent Reconductoring Project to include this additional work in the amount of **\$3,605.39**. This Change Order and a Credit Memorandum of **\$2,800**, are included along with Progress Payment Request No. 2; Change Order No. 3 for the shunt trip installation in the amount of **\$3,656.36** are also included in the total payment amount of **\$7,615.95**. Staff recommends payment of **\$7,615.95** which includes release of all retention as the lien period has expired.

It is also noteworthy to bring to the Board's attention the overall status of this MBI. The project estimate was based on an initial desire to execute the project in one project. Over time, Engineering and Operations Staff have incrementally been working together toward the goal of replacing all conductors that run underground through conduit that is potentially exposed to standing groundwater. At this time the plant reconductoring project is approximately 80% complete. The equipment left to upgrade is the FFR equipment, both Primary Clarifiers, and 3 pieces of equipment at the Final Clarifier.

Staff has purchased wire to finish the FFR and Final Clarifier. The Primary Clarifiers wiring will be replaced during the drive refurbishment effort, which should occur this fiscal year, at which point the project will be completed.

All of this work has been done through the accommodation and flexibility of Staff, to a significant cost saving to the District of approximately **\$200,000-300,000**.

South San Luis Obispo County Sanitation District INFLUENT PUMPS RECONDUCTING				SSLOCSD PARTIAL PAYMENT ESTIMATE NO. 2	
OWNER: SSLOCSD		CONTRACTOR: Woeste Electric Co.		PERIOD OF ESTIMATE FROM <u>9/01/11</u> TO <u>9/30/2011</u>	

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Owner Approval Date	Amount			
		Additions	Deductions		
1	8/18/2011	\$ 2,752.00		1. Original Contract	\$ 28,790.00
2	1/4/2012	\$ 3,605.39		2. Change Orders Approved with Prog Payment #1	\$ 2,752.00
3	1/4/2012	\$ 3,656.36		3. Revised Contract (1 + 2)	\$ 31,542.00
				4. Retention withheld from Prog Payment #1	\$3,154.20
CR			\$ (2,800.00)	5. Progress Payment #1 Total Paid	\$28,387.80
				6. Change Orders to be Approved with Final Payment	\$4,461.75
				7. Retention to be released with Final Payment	\$ 3,154.20
				8. Amount Due (including Retention (1-10-12))	\$7,615.95
				* Detailed breakdown attached	
TOTALS		\$ 10,013.75	\$ (2,800.00)		
NET CHANGE			\$ 7,213.75		

CONTRACT TIME			
Original (calendar days) <u>21</u>	Revised <u>0</u>	Remaining	On Schedule <input type="checkbox"/> Yes <input type="checkbox"/> No Starting Date <u>8/1/11</u> Project Completion <u>8/30/11</u>

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and believe the work covered by this payment estimate has been completed in accordance with the contract documents, and that all amounts have been paid by the contractor for work for which previous payment estimated was issued and payments received from the owner, and that current payment shown herein is now due. CONTRACTOR: WOESTE ELECTRIC, INC. By <u>Jim Woeste</u> Date <u>12-28-11</u>	CONTRACT ADMINISTRATOR: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents. WALLACE GROUP: Contract Administrator By <u>Peter J. Reynolds</u> Date <u>12/29/11</u>
RECOMMENDED BY ENGINEER: ENGINEER: _____ By _____ Date _____	APPROVED BY DISTRICT: Owner: SSLOCSD By _____ Date _____

South San Luis Obispo County Sanitation District - Influent Pumps Reconductoring

PROGRESS PAY - No. 1 WOESTE ELECTRIC, Co.

REF.	ITEM DESCRIPTION	ORIGINAL CONTRACT			THIS PERIOD			TOTAL TO DATE			% COMPLETE
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	AMOUNT	
1	Mobilization, Demobilization Allowance	1	LS	\$2,350	\$ 2,350.00	0%	\$ -	1	\$ 2,350.00	\$ 2,350.00	100%
2	Remove & Replace conductors for four influent pumps	1	LS	\$8,730	\$ 8,730.00	0%	\$ -	1	\$ 8,730.00	\$ 8,730.00	100%
3	Remove & Replace conductors for the sludge chopper pump	1	LS	\$3,160	\$ 3,160.00	0%	\$ -	1	\$ 3,160.00	\$ 3,160.00	100%
4	Relocate the Junction Box inside the headworks to outside the headworks	1	LS	\$11,750	\$ 11,750.00	0%	\$ -	1	\$ 11,750.00	\$ 11,750.00	100%
5	Provide conduit seal offs to the influent pump feeder conduits	1	LS	\$2,800	\$ 2,800.00	0%	\$ -	1	\$ 2,800.00	\$ 2,800.00	100%
TOTAL					\$ 28,790.00		\$ -		\$ 28,790.00	\$ 28,790.00	100%

CONTRACT CHANGE ORDERS		THIS PERIOD				TOTAL TO DATE		% COMPLETE		
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT			
1	Provide & Install 100 AMP I-Line Bkr	1	LS	\$ 2,752.00	\$ 2,752.00	0	\$ -	1	\$ 2,752.00	100%
2	Finish Installation of Seal Off Fittings	1	LS	\$3,605.39	\$ 3,605.39	1	\$ 3,605.39	1	\$ 3,605.39	100%
3	Install Shunt Trip Switch	1	LS	\$ 3,656.36	\$ 3,656.36	1	\$ 3,656.36	1	\$ 3,656.36	100%
CR	Credit Memo - EYS fittings	1	LS	\$ (2,800.00)	\$ (2,800.00)	1	\$ (2,800.00)	1	\$ (2,800.00)	100%
SUB TOTAL CONTRACT CHANGE ORDERS					\$ 7,213.75		\$ 4,461.75		\$ 7,213.75	100%
TOTAL CONSTRUCTION COST									\$ 36,003.75	

DOCUMENT 00557 - CHANGE ORDER

Contract Changer Order No. 2(Revised)

Date. 9/27/11

Engineer's No. 0026-0416-

CONTRACT TITLE. Influent Pumps Re-Conductoring

CONTRACTOR: Woeste Electric Inc.

DESCRIPTION OF CHANGES	NET CHANGE
Change in Work after RIF. EYS were not required, but then a change in EYYS requirement and location. (See 8/9/11, Work Order 7044)	\$1,926.64
Seal form around 4 – 1 ½" Conduits and 1, 1" Conduit (See 8/12/11, Work Order 7046)	\$ 470.53
Finish installing seal off (See 8/10/11, Work Order 7045)	\$1,208.22
NET CHANGE IN CONTRACT PRICE	

Original Contract Amount	\$28,790.00
Total Previous Changes	\$ 2,752.00
Amount of this Change	\$ 3,605.39
New Contract Total	\$35,147.39

Change in Contract Time +3 days

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by ENGINEER

Date

Approved by SUPPLIER

Date

Approved by DISTRICT

Date

Woeste Electric Inc.**PO Box 2638****Pismo Beach CA 93448****Invoice**

Date	Invoice
10/25/2011	6037

Bill To
South San Luis Obispo Sanitation District Attn: John Wallace P.O. Box 339 Oceano, CA 93445

P.O. No.	Project
	11-29

Item	Description	Rate	Quantity	Amount
Change Order	Contract: Influent Pumps Re-Conditioning Change Order 2 (Revised): dated 9/27/11	3,605.39		3,605.39
All work is complete! Please pay promptly		Subtotal \$3,605.39		
Phone #	Fax #	E-mail	Sales Tax (7.75%) \$0.00	
805-489-5487	805-489-8493	woesteelectric@gmail.com	Total \$3,605.39	

DOCUMENT 00557 - CHANGE ORDER

Contract Change Order No: 003

Date: 10/21/2011

Engineer's No. 0026-0416-03

CONTRACT TITLE: Influent Pumps Re-Conditioning

CONTRACTOR: Woeste Electric, Inc.

DESCRIPTION OF CHANGES	NET CHANGE
Remove shunt switch in pump room. Repair, reconnect and duct seal the switch box and pull box (9/7/11, Work Order 7049)	\$232.74 ✓
Start work on shunt trip from MCC to front end; pulled out existing wire; pulled in new shunt trip circuit from MCC to Headworks (10/6/11, Work Order 6489)	\$978.75 ✓
Drilled hole through wall by Headworks door. Determined, cleaned out seal off, pulled wire back out, then pulled two shunt trip circuits into 2 new shunt trip boxes. (10/7/11, Work Order 6490)	\$951.28 ✓
Finish installing EYS on shunt trip in FFR. Made up all the connections at main 400amp C/B. Installed new on/off switch for shunt trip on Headworks shunt trip. Grouted wall penetrations, filled all seal offs with chiko. Vacuumed and cleaned all. Tested shunt trip circuit with SSLOCSD personnel. (10/10/11, Work Order 6491)	\$972.61 ✓
Cut in EYS on shunt trip controls in pump room. (10/20/11, Work order 6161)	\$499.98 ✓
NET CHANGE IN CONTRACT PRICE	\$3,656.36
Original Contract Amount	\$28,790.00
Total Previous Changes	6,357.39
Amount of this Change	3,656.36
New Contract Total	38,803.75
Change in Contract Time	6+ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by ENGINEER

10/21/2011
Date

Approved by SUPPLIER

12-28-11
Date

Approved by DISTRICT

Date

WG Job No. 026-0416

SSLOCSD Influent Pumps Reconditioning

CHANGE ORDER

Page 00557-1

July 2011

REV-A

Woeste Electric Inc.

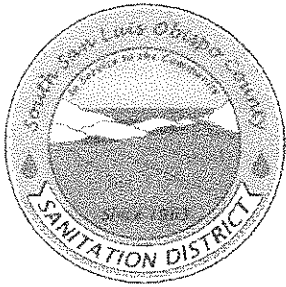
PO Box 2638
Pismo Beach CA 93448

Credit Memo

Date	Credit No.
12/15/2011	6094

Customer
South San Luis Obispo Sanitation District Attn: John Wallace P.O. Box 339 Oceano, CA 93445

			P.O. No.	Project
Description	Qty	U/M	Rate	Amount
Influent Pumps Re-Conductoring Credit for Item 5.; provide conduit seal offs to the influent pump feeder conduits - charged on change order but was included and paid for as a bid item.	-1		2,800.00	-2,800.00
Sales Tax			7.75%	0.00
All work is complete!			Total	\$-2,800.00
			Invoices	\$2,800.00
			Balance Credit	\$0.00



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT


Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, District Administrator 
Date: January 04, 2012

Subject: District Enrollment in State-Based Mutual Aid Agreement Programs - Update

Recommendation:

1. Receive this report detailing the final steps necessary to join the California Water/Wastewater Agency Response Network and the California Public Works Mutual Aid Agreement programs;
2. Execute the attached Agreement forms and authorize District Staff to forward the executed forms to the respective program contacts to initiate District enrollment in the two mutual aid programs.

Funding:

There is no cost to join either the Water/Wastewater Agency Response Network or the Public Works Mutual Aid Agreement. If the District is to later utilize the resources of another participating agency during times of local emergency, the District would typically be expected to reimburse the lending Agency for payroll and/or other minor expenses as described below. Conversely if the District's resources were used the District would be reimbursed for the use of those resources.

Discussion:

During the December 21, 2011 District Board Meeting, the Board authorized District enrollment in two state-based mutual aid agreement programs; California Water/Wastewater Agency Response Network (Cal-Warn) and the Public Works Mutual Aid Agreement (PWMAA).

Each of the two mutual aid programs provide and establish statewide emergency preparedness, disaster response, and mutual assistance for water, wastewater, and public works agencies. Through the agreements, participating water/wastewater utilities are able to establish a common contractual relationship under which they are able to share resources during an emergency. Response to emergency assistance requests is at the discretion of each enrolled agency. There is no obligation to provide or deplete one's own resources and enrollment in the programs is free, as described within the funding section of this report.

The following steps are required to initiate District enrollment in the CAL-WARN program:

1. Review the CAL-WARN website at <http://calwarn.org/>;
2. Review the *Articles of Agreement*;
3. Fill out the *Signature Page* and have the appropriate authority sign it;
4. Fill out the *Emergency Contact Form*;
5. Mail the *Signature Page* and the *Emergency Contact Form* to CAL-WARN State Steering Committee;

1. Review the PWMAA website at <http://www.dpw.lacounty.gov/dsg/pwmaa/>
2. Edit the *PWMAA Signature Page*;
3. Attach the *Signature Page* to the *PWMAA Agreement*;
4. If necessary, edit the *PWMAA Letter to City Council*;
5. Submit the *PWMAA Signature Page/Agreement/Letter to City Council* package to the District Board of Directors for approval;
6. Send a signed copy of the signature page along with the *PWMAA Contact Request Form* to PWMAA coordinator;



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (818) 458-5100

THOMAS A. TIDEMANSON, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1468
ALHAMBRA, CALIFORNIA 91802-1468

October 19, 1989

IN REPLY PLEASE RM-0
REFER TO FILE

Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43

OCT 31 1989

Dear Supervisors:

MULTI-COUNTY PUBLIC WORKS MUTUAL AID AGREEMENT
ALL SUPERVISORIAL DISTRICTS

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

RECOMMENDATIONS:

That your Board:

1. Approve the attached Agreement for Public Works Mutual Aid between the County of Los Angeles and Orange County as initial signatories with a provision to allow other Counties, Cities and State agencies to become subsequent additional parties to the Agreement.
2. Instruct the Chairman of the Board to sign the Agreement.

Representatives of the Los Angeles County Department of Public Works have been working with representatives of other County and City Public Works Departments, the State Office of Emergency Services, the American Public Works Association, the League of California Cities and County Supervisors Association of California to develop a formal Mutual Aid Agreement for rendering Public Works Mutual Aid in disasters.

Formal Mutual Aid Agreements already exist for the Fire Service, Law Enforcement and Coroner agencies throughout the State. It has been recognized that formalized Mutual Aid Agreements are also needed in the public works discipline which is heavily involved in major disasters. Because the need for Public Works Mutual Aid occurs less frequently than in fire and law enforcement, reciprocal service is less likely within any reasonable time frame so a reimbursement provision has been included in the attached Agreement. The California Emergency Services Act sets forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically Article 14 (Section 8630 et seq.) of the Act the basis for Public Works Mutual Aid Agreements authorization.

Honorable Board of Supervisors
Page 2
October 19, 1989

The attached Agreement is between Los Angeles County and Orange County as initial signatories. However, it has been endorsed by representatives of all of the Southern California Counties and the Region I State Office of Emergency Services and those agencies are expected to approve and also become signatories as provided under the terms of the Agreement. It is anticipated that many of the cities in these counties will also become parties to the Agreement.

The Agreement is intended to be used only in major disasters when the available resources of any one County are not adequate to cope with the disaster and outside public works resources are required. It is anticipated that in such a case, a Local Emergency will have been declared and a State of Emergency will probably be requested. While the Agreement is primarily aimed at a catastrophic disaster such as a major earthquake, it could be used for any disaster such as a major flood. The basic provisions of the Agreement are that rendering of mutual aid by any party is strictly voluntary so that the resources of the assisting party are not unreasonably depleted by the rendering of such aid. The aid provided by a party would be fully reimbursed by the party receiving the aid. (In a major disaster, most of this cost is likely to be reimbursed by the State and Federal Governments).

The approval of this Agreement will be a major step in developing critical assistance to save lives and protect property of the citizens of this County and its Cities by allowing us to receive public works assistance from other Counties and Cities in Southern California and allowing us to provide assistance to them so they can do the same.

Attached are three copies of the Agreement which have been reviewed and approved as to form by County Counsel. Upon approval, please return the two copies marked "ORIGINAL" to this Department for processing together with four approved copies of this letter. The County File Copy is for your files until the fully executed County's Copy is returned to you, at which time the County File Copy should be conformed and forwarded to the Auditor-Controller.

Respectfully submitted,


T. A. TIDEMANSON
Director of Public Works

KEW:ad/8-BLAID

Attach.

cc: CAO (Disaster Services)

BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

MINUTES

January 9, 1990

PUBLIC WORKS MUTUAL AID AGREEMENT NO. 62170 WITH LOS ANGELES COUNTY:
Environmental Management Agency requests approval of agreement for
Public Works Mutual Aid.

MOTION: On motion by Supervisor Vasquez, seconded by Supervisor Roth,
the Board moved to: 1. Authorize execution of Mutual Aid Agreement
No. 62170 with Los Angeles County as initial signator with provision for
other counties, cities and State Agencies to become subsequent
additional parties. 2. Designate Environmental Management Agency
Public Works Operations Manager as Coordinator for Orange County.
MOTION UNANIMOUSLY CARRIED.

PUBLIC WORKS MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made and entered into by those parties who have adopted and signed this Agreement.

WHEREAS, the California Office of Emergency Services, the League of California Cities, the County Supervisors Association of California, and the American Public Works Association have expressed a mutual interest in the establishment of a plan to facilitate and encourage public works mutual aid agreements between political subdivisions throughout California; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment and facility assistance is provided from one party's Public Works Department to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, to include but not be limited to requests, responses, and reimbursement.
 - b. "Local Emergency" shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion, transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that party to this Agreement and which personnel, equipment or facilities of the other party are therefore desired to combat.
 - c. An "Operational Area" for the coordination of public works mutual aid shall normally be a County and all the jurisdictions within the County that are parties to this Agreement. A different public works operational area may be established by the parties in some unique cases.
2. Coordinators designated by each party shall be designated by Title, Name, Address and Phone Number, and if said Coordinator changes, the other parties of the Agreement shall be notified in writing as soon as practical after the appointment has been made through the Agreement Coordinator designated in Paragraph 18 hereinafter.

3. When a Local Emergency has been proclaimed by party's governing body or authorized official, the Coordinator may request assistance.
4. When request for assistance is received, the assisting Coordinator shall promptly advise of the extent of response, provide whatever personnel, equipment, and/or facilities as can be provided without jeopardizing the safety of persons or property within their jurisdiction. No party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. When the assisting Coordinator's personnel, equipment, and/or facilities are no longer required or when assisting Coordinator advises that the resources are required within their own jurisdiction, the requesting Coordinator shall immediately arrange for the return of those resources.
6. Requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. Requesting Coordinator shall remain in charge of the incident or occurrence and shall provide control and direction to the resources provided by the assisting party. The request may include for providing supervisory personnel to take direct charge of the resources under the general direction of the requesting Coordinator. Requesting Coordinator shall make arrangements for housing and feeding, assisting personnel, fueling, servicing, and repair of equipment if such support is requested by assisting Coordinator. Assisting party's personnel shall not be deemed employees of requesting party and vice versa.
7. The requesting party agrees to pay all direct, indirect, administrative and contracted costs of assisting party incurred as a result of providing assistance pursuant to this Agreement, based upon standard rates applicable to assisting party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of assisting party.
8. Requesting party shall hold harmless, indemnify, and defend the assisting party, its officers, agents, and employees against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this Agreement provided such liability, claims, losses, demands, or actions are claimed to be due to the acts or omissions of the requesting party, its officers, agents, or employees, or employees of the assisting party working under the direction and control of the requesting party when the act or omission of such assisting party employee occurs or is alleged to occur within the scope of employment under the direction and control of the requesting party.
9. When mutual aid is provided, the requesting and assisting agencies, will keep account records of the personnel, equipment, and materials provided as required by Federal and State (NDAA) and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each party shall have access to other party's records for this purpose.

10. Agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
11. Any party may withdraw from agreement without cause upon delivery of sixty (60) days prior written notice to the Agreement Coordinator designated in Paragraph 18 hereinafter.
12. To the extent that they are inconsistent with this agreement all prior agreements for public works mutual aid between the parties hereto are hereby null and void.
13. Requests for mutual aid assistance under this Agreement when more than one County is impacted by a disaster, should be channeled through the appropriate Regional State Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.
14. Requests for Public Works assistance from outside of an operational area should be channeled through the authorized emergency management organizations for the requesting and providing parties' operational areas.
15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. This Agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
17. Initial signatories to this Agreement are:
Los Angeles County
Orange County
18. The County of Los Angeles shall act as the initial Agreement coordinator of this program for the purpose of:
 - a. Receipt of new members to the Agreement.
 - b. Maintaining a current list of signatory parties and representatives.
 - c. Circulating annually a list of all parties and Representatives to all signatory parties.
 - d. Arranging for amendments to agreement as may be necessary.

The party acting as Agreement Coordinator may transfer these responsibilities to another party with the consent of that party and upon notification of the other parties to the Agreement.

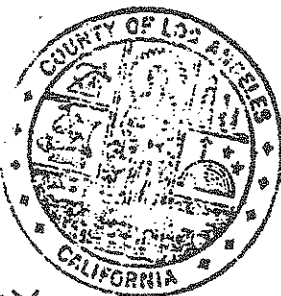
19. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of Los Angeles, addressed as follows:

The Los Angeles County Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Disaster Services Coordinator

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the dates hereinafter indicated.

ATTEST

Larry J. Monteilh
Executive Officer-Clerk of
the Board of Supervisors



LOS ANGELES COUNTY

BY Lurma C. Walton
DEPUTY

BY Charles D. Edelman
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

ORANGE COUNTY

BY Linda D. Ruth
LINDA D. RUTH JAN 8 1989
CLERK OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA
APPROVED AS TO FORM
DeWitt W. Clinton
County Counsel

BY Don A. Roca
CHAIRMAN, BOARD OF SUPERVISORS

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BY Larry J. Monteilh
PRINCIPAL DEPUTY

APPROVED AS TO FORM:
ADRIAN KUYPER, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Sara R. Park
Deputy

43

OCT 31 1989

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

Nov 21, 1989

R-MCPW

PUBLIC WORKS MUTUAL AID AGREEMENT
NO. 62170

ADDITIONAL PARTIES TO AGREEMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the dates hereinafter indicated.

BY: _____
[Bill Nicolls], [Chairman]
[SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT]

DATE: _____

ATTEST:

BY: _____
[John Wallace], [District Administrator]
[SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT]

DATE: _____

PWMAA CONTACT REQUEST FORM

Fields marked with an * are required fields.

Operational Area: San Luis Obispo

*Jurisdiction (City/County): San Luis Obispo

*Organization: South San Luis Obispo County Sanitation District

*Street address: 1600 Aloha Place / P.O. Box 339

*City: Oceano *State: CA *ZIP Code: 93475

Website: http://sslocsd.org

Primary Contact Information:

*Name: Bob Barlogio *Title: Plant Superintendent

*Phone: 805-489-6666 Cell Phone: 805-674-2415 Fax: 805-489-2765

*Email: bob@sslocsd.us

Alternate 1 Contact Information:

Name: Trini Rodriquez Title: Shift Supervisor

Phone: 805-489-6666 Cell Phone: 805-489-6670 Fax: 805-489-2765

Email: trini@sslocsd.us

Alternate 2 Contact Information:

Name: John Wallace Title: District Administrator

Phone: 805-544-4011 Cell Phone: 805-431-9732 Fax: 805-544-4294

Email: johnw@wallacegroup.us

Please send the completed form to:
Los Angeles County Department of Public Works
Attention: Coordinator, Disaster Services Group
900 South Fremont Avenue
Alhambra, CA 91803-1331

Or email to:
info@pwmaa.org

Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said water and wastewater utilities being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

ARTICLE II.
DEFINITIONS

- A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.
- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility's system, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be beyond the control of the services, personnel, equipment, and facilities of a Member and requires mutual assistance.
- C. **Member** – Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.
- D. **Associate Member** – Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** - A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** - A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** - A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31

32 33 **ARTICLE III.** 34 **ADMINISTRATION** 35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9

10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15

16 17 **ARTICLE VI.** 18 **RESPONSE COORDINATION** 19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26

27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36

37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48

49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37

38 **ARTICLE VIII.**

39 **ARBITRATION**

40

41
42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
47
48

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

ARTICLE X. SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**

3
4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

8
9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**

11
12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**

26
27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**

33
34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**

43
44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

1
2 **ARTICLE XVIII.**
3 **SEVERABILITY**
4

5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
9

10
11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
13

14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
18
19

20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
27

28
29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
34

35
36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
43
44
45

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)
agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the information requested on Emergency

**CalWater/Wastewater Agency Response Network (WARN)
2007 Omnibus Mutual Assistance Agreement
Emergency Contact List**

WARN Region:	<input type="checkbox"/> Region 1, Southern	Type of Utility Member
	<input checked="" type="checkbox"/> Region 2, Coastal	
	<input type="checkbox"/> Region 3, Northern	<input type="checkbox"/> Water
	<input type="checkbox"/> Region 4, Inland	<input checked="" type="checkbox"/> Wastewater
	<input type="checkbox"/> Region 5, Valley	Other Membership
	<input type="checkbox"/> Region 6, Southern	

Date of Joining: 01/04/12

Date of Update: N/A

Agency Name: South San Luis Obispo County Sanitation District

Address: 1600 Alpha Place / P.O. Box 339

City: Oceano, CA Zip Code: 93475

County: San Luis Obispo Website: <http://sslocsd.org>

24-Hr.
Telephone No.: (805) 489-6670

Authorized Representative Emergency Contact Info:

Name: Bob Barlogio Telephone: (805) 489-6666

Cell Phone: (805) 674-2415

E-Mail: bob@sslocsd.us

Alternate Representative Emergency Contact:

Name: Trini Rodriguez Telephone: (805) 489-6666

Cell Phone: (805) 489 6670

E-Mail: trini@sslocsd.us

Emergency Operations Center:

Location: same

Telephone: ()

Cell Phone: ()

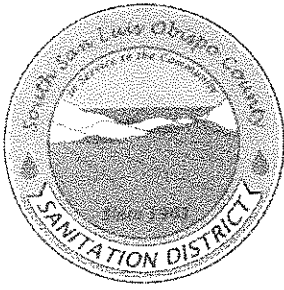
E-Mail: _____

Radio
Frequency: N/A

Call Signs: N/A

No. of Services: N/A

The information provided on this page will be included in the WARN web site (www.calwarn.org). ([Back to signature page](#))



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: Bob Barlogio, Plant Superintendent
Via: John Wallace, District Administrator
Date: January 4, 2012
Subject: Forklift Repair

Recommendation:

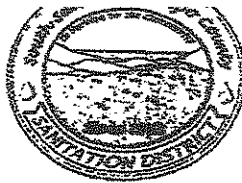
Staff recommends the Board approve the repair of the District's forklift in an amount not to exceed \$15,000 to GrayLift for the forklift rebuilt engine replacement. Cost to include engine and labor.

Funding:

Funding could come from account # 26-8070, emergency equipment repair. This account has a balance of \$60,000 at the start of this fiscal year 2011/2012 with no expenditures to date.

Discussion:

As reported at the December 7th meeting, the forklift lost oil pressure and seized the engine. Staff obtained three price quotes for a replacement engine. Because we do not know what extra parts or repairs might need replacement, staff is asking for extra funds to cover such unexpected costs (core charges, transporting unit back to plant). We would like also to include installing a new safety switch which is to shut the forklift down in the event of oil pressure is lost.



South San Luis Obispo County Sanitation District

Ship to Address:
1600 Aloha Place
Oceano, CA. 93445
(805)489-6666

Bill to Address:
P.O. Box 339
Oceano, CA. 93445
(805)481-6903

Purchase Requisition

Date: 12/28/2011

Item Description: replacement engine for forklift

Supplier: Graylift
Pape (Santa Maria Diesel)
Diesel Boys

Cost: \$8100-
\$8157-
\$8750-

Additional Information: the forklift is currently at Graylift
at Santa Maria.

Submitted by: _____

Bob Barlogio

From: Tom [talvarez@graylift.com]
Sent: Thursday, December 22, 2011 10:13 AM
To: Bob Barlogio
Subject: RE: repair estimate addition

Gray Lift

The engine alone is \$8100.00. if any other questions please email or call .

-----Original Message-----

From: Bob Barlogio [mailto:bob@sslocsd.us]
Sent: Wednesday, December 21, 2011 9:16 AM
To: talvarez@graylift.com
Subject: RE: repair estimate addition

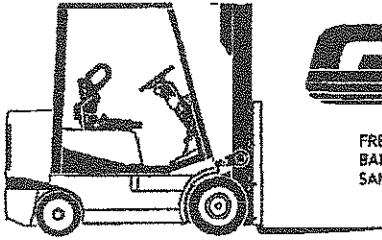
Hi Tom,

Could you break the engine out as a separate item. I'm probably going to need to go to bid on that.

Thanks
Bob

Robert Barlogio
Superintendent
South San Luis Obispo County Sanitation District
805/489-6666

From: Tom [mailto:talvarez@graylift.com]
Sent: Monday, December 19, 2011 1:10 PM
To: Bob Barlogio
Subject: repair estimate addition



GRAYLIFT

FRESNO
BAKERSFIELD
SANTA MARIA

4646 E. Jensen Ave. • 93725 • Ph (559) 268-6621
4608 Soco Road. • 93808 • Ph (661) 393-2460
1205 S. Blosser Rd. • 93454 • Ph (805) 922-1767

HANDLING - STORAGE SYSTEMS
SINCE 1957

Repair Estimate Addition

Customer Service Representative: DENNIS ALLIS

SO. SLO CO. SANITAION DISTRICT
1600 ALOHA PLACE
OCEANO, CA 93475

Attn: BOB OR TRINI

() 489-6666 ext. PH

() 489-2765 ext. FAX

Estimate: 003858 | Date: 12/19/11 | Model: H60XM | Serial No.: H177B49459B | [] Rental Replacement: \$____ Per Day
Inspector: | Clutch [X] Auto [] Elec [] | Mfg Fork Hght: 0 Fork Length: 0 Load Back Rest: 0

14. Engine: (If not standard, see other.)

- [] New engine [] Rebuild complete [] Reseal
[] REBUILT ENGINE MAY HAVE A CORE CHARGE
[] Ring, valve, brg & reseal [] Valve job
[] Rear main & pan reseal [] Front crank seal
[] Bell housing reseal [] Motor mounts

NEW, REBUILD & RVE WILL INCLUDE ENGINE OIL, LINES,
OIL, FILTER & THERMOSTAT

[X] Other

INSTALL REBUILT EXCHANGE ENGINE
CORE CHARGE MAY APPLY. CORE CHARGE NOT
INCLUDED IN QUOTE.

\$ 9,615.00

29. Special provisions:

[X] Other

FREIGHT CHARGE OF APPROX. \$200.00
FOR ENGINE.

\$ 200.00

31. Total:

\$ 9,815.00

ENGINE ALONE IS \$8100

TERMS:
Net 10 Days

A FINANCE CHARGE OF 1 1/2% per month (18% ANNUAL RATE) will be charged on past due amounts (\$5.00 minimum charge). Seller represents that with respect to the production of the articles and/or performance of the services covered by this invoice it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938 as amended.

ALL MERCHANDISE RETURNED FOR CREDIT IS SUBJECT TO A 10% RESTOCKING CHARGE AND MUST BE AUTHORIZED.
A COPY OF ORIGINAL INVOICE MUST ACCOMPANY MERCHANDISE WHEN RETURNED. SPECIAL ORDER (NON-STOCKING) ITEMS CANNOT BE RETURNED.

12/16/11
10:39:27
PAGE 01

PAPE - MATERIAL HANDLING ESTIMATE # 230153
BRANCH 18
DIVISION 02
** ESTIMATE **

5060671 SOUTH SAN LUIS OBISPO CO
SANITATION DISTRICT
P.O. BOX 339
OCEANO CA 93475
805-489-6666

MK/MODEL: HY/H60XM
SERIAL #: H177B49459B
EQUIP #:

*4-6 DAYS
delivery*

ACTION CODE: 000/

SEG- 1

Qty	Part Number/Description	O/H	Sett	Ext/Cst
1	U871179L 704-26 PERKINS		8,157.00	8,157.00
1	U871179L-COR ENG CORE 70		4,000.00	4,000.00

TIER 1 ENGINE NO LONGER AVAILABLE IN NEW.
PLUS FREIGHT
TRINIDAD RODRIGUEZ FX 805-489-2765

PARTS	LABOR	MISC	
12,157.00	.00	.00	12,157.00
		SALES TAX	881.38
		GRAND TOTAL ->	13,038.38

DIESEL BOYS

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Generators, Engines and more....

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 - ▶ Yanmar Engines

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GAC
Perkins Diesel
Yanmar

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Perkins Engine Guide
Shipping & Returns
Privacy Notice
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What's New?



Remanufactured Perkins
1104C-E44TA RK81395
\$8,750.00

Quick Find

Quick Find

Use keywords to find the
product you are looking for.
Advanced Search

Remanufactured Perkins 1104C-E44T RH70538 [RH70538]

\$8,750.00

Free Shipping

Overview

Application	Hyster, Ingersoll, JCB
Model	1104C-E44T
Build List	RH70538
List Price	\$8,750.00
Core (refundable see detail below)	\$3,000



Click to enlarge

Shipping

Outbound Freight PrePaid
Freight Paid on CORE return.

Warranty

Perkins Factory Warranty for One Year on all Remanufactured Engines

Core Return

Same build configuration as supplied with all components fitted, core must be returned without prior assembly. Must bar over past 360 degrees without abnormal noise or resistance. No visible holes, cracks, or damage to castings or components. Properly attached to skid and drained of all fluids.
>>Maximum half credit charge for cores not meeting standards.
>>Damaged or missing components will be charged at DLR Net.

Engine Guide

Utilize our Engine Number and Location Guide to help in
determining your remanufactured engine requirements.

Engine
NumberLocation
Guide

Buying Assistance

For any question or assistance in purchasing your Perkins Remanufactured Engine please
contact our sales office at (866) 594-0277 or send an email inquiry via our online **contact**
form.

100% Genuine Parts

These remanufactured engines contain 100% Perkins parts, including injectors, injection
pumps, rockers and turbo's, lifters, cam shafts, rods, are crack-free, weld-free, and are
guaranteed to NOT have the previous owner's failure.

Features

Engine comes mounted on a metal skid complete with:
Long Engine w/cyl head and cover, oil pan, water pump, fuel lift pump, injection pump,
injectors w/lines, crank pulley, oil filter housing w/filter, turbo, manifolds, (Oil cooler supplier
on balanced and Turbo engines), Fuel filters and manifold gaskets supplied loose on naturals,
DYNO tested (test Sheet Supplied).

FREE SHIPPING
to Commercial and
Residential Addresses
in the 48 States.

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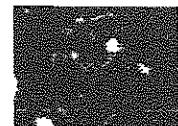
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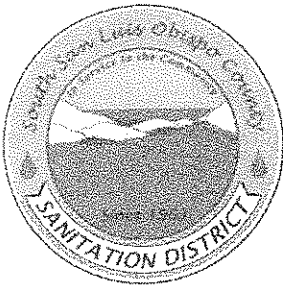


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Wednesday 28 December, 2011



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, *District Administrator* CW
Date: January 4, 2012

Subject: Agreement for legal services

Recommendation:

Staff recommends the Board review and approve the attached agreement with Shipsey & Seitz (Michael Seitz) for District legal services

Funding:

District Counsel will continue to be paid at the hourly rate of One Hundred Forty Dollars (\$140) per hour for preparation and attendance at Board of Director meetings and One Hundred Seventy Dollars (\$170) per hour when assigned to perform other specific duties outlined in the attached Agreement.

Discussion:

Shipsey & Seitz and Michael Seitz, attorney, has represented the District as legal counsel continuously since 1999. At this time the District and Attorney desire to enter into a more formal Agreement. The District would continue to employ Attorney to act as District Legal Counsel as a part-time independent contractor. It is noteworthy that this Agreement does not alter existing services provided by Attorney in representing the District and does not change the existing compensation of Attorney.

AGREEMENT FOR LEGAL SERVICES
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
AND SHIPSEY & SEITZ, INC.

THIS AGREEMENT is entered into by and between the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (hereinafter "District") and Shipsey & Seitz, Inc. (hereinafter "Attorney ") with reference to the following Recitals:

RECITALS

- A. Michael W. Seitz has represented the District continuously since 1999.
- B. District and Attorney desire to enter into a more formal Agreement related to legal representation of the District.
- C. This Agreement does not alter existing services provided by Attorney in representing the District and does not change the existing compensation of Attorney.

Now, therefore, District and Attorney agree as follows:

- 1. District hereby continues to employ Attorney to act as District Legal Counsel as a part-time independent contractor.
- 2. Attorney shall be paid at the hourly rate of One Hundred Forty Dollars (\$140) per hour for preparation and attendance at Board of Director meetings. Services under this paragraph include the following:
 - a. Review and editing of draft Agenda's
 - b. Opining on Brown Act issues
 - c. Agenda packet review and preparation for District meetings
 - d. Attendance at a total of two regular and special meetings of the District Board of Directors per month.
- 3. Attorney shall be paid at the rate of One Hundred Seventy Dollars (\$170) per hour when assigned to perform any of the following duties or services:
 - a. Drafting and/or review or ordinances, resolutions, contracts, leases, and similar documents.
 - b. Defending or prosecuting actions in all courts or administrative agencies on behalf of the District.
 - c. Rendering written opinions to the District Board of Directors and/or District General Manager.
 - d. Attending meetings other than District Board meetings.

- e. Representing the District or District's officers before local, State or Federal Courts, boards, or commissions when there is opposing counsel or when specifically requested to do so by the District.
- f. Any other unusual, extraordinary or complicated matters as requested by District.

4. Attorney shall provide the services referred to in paragraphs 2 and 3 only as requested by the District Board of Directors, its Chairman or the District's Administrator.

5. Attorney is employed at the pleasure of the District's Board of Directors and shall at all times hold himself ready to perform District's duties pursuant to this Agreement. However, it is understood that Attorney is free to engage in full-time private practice and it will be necessary to provide adequate notice to Attorney of the need for services referenced in paragraph 3 above.

6. Attorney will prepare monthly billing statements for each of the categories referenced in paragraphs 2 and 3 above. The Board of Directors will approve legal fees as part of the general warrant approval process prior to payment.

7. It shall be the responsibility of the Attorney to communicate with the Board of Directors and/or the District Administrator whenever there are questions or clarifications relative to the services provided pursuant to this Agreement.

8. Commencing July 1, 2012, the hourly rates for services referenced in paragraphs 2 and 3 above shall be subject to an annual Consumer Price Index (CPI) escalation (with a minimum of 2% and a maximum of 5%). The amount of the CPI increase shall be based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Riverside-Orange County Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics or its successor. The District's Administrator shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February and shall then adjust the hourly rates as provided in this paragraph commencing July 1, 2012. Should the Bureau of Labor Statistics revise such Index, or discontinue the preparation of such Index, the District Administrator shall use the revised Index or a comparable system as approved by the Board of Directors for determining fluctuation and cost of living.

9. Attorney will not expense the District for long distance phone calls, in-office photocopying, faxing, E-mailing or secretarial time. Attorney will expense the District, at its direct cost, for bulk photocopying (i.e. photocopying service such as Kinko's) and extraordinary

mailing (i.e. overnight or large items). Travel expenses will be billed pursuant to District's policies related to Director and Employee travel expenses.

10. Attorney will bill its hourly rate referenced in paragraph 2 above, one way, for travel outside of the County of San Luis Obispo.

11. Attorney would continue to expense the District for out-of-pocket costs for: (a) continuing education (that relates to governmental agency representation); (b) specialized computer program (that relate to governmental services or are obtained at a governmental rate); and (c) books and other materials on the subject of Special District representation. By agreement with other Special Districts, these costs would be split with other Special Districts that Attorney represents as District Legal Counsel.

12. Upon Attorney's recommendation and the authorization of either the District Board of Directors, and/or the District Administrator, the District would, from time to time, retain Special Counsel to associate with District Legal Counsel on any matter customarily requiring or warranting the need for such Special Counsel by reason of his or her expertise on particular matters.

13. Attorney shall comply with Federal, State and District conflict related rules and regulations. Attorney agrees to at all times avoid conflicts of interest, with the interests of the District in the performance of the Services. Attorney further agrees to avoid personal involvement in situations which are inconsistent or incompatible with the position of District Legal Counsel. District requires Attorney to file a Form 700 Statement of Economic Interests pursuant to the Fair Political Practices Act. Examples of Form 700 Statements are available on the web at [Http://www.fppc.ca.gov/forms](http://www.fppc.ca.gov/forms).

14. The District Board of Directors shall evaluate Attorney's performance annually during the months of May or June. The Board of Directors reserves the right to review Attorney's performance at any time.

15. Michael W. Seitz will represent the District as District Legal Counsel, and Jon S. Seitz will represent the District as Deputy District Legal Counsel.

16. This Agreement can be terminated by District at any time by providing written notice to Attorney. Unless otherwise agreed to in writing, Attorney may terminate this Agreement by providing (90) days prior written notice to District.

17. Notices required under this Agreement shall be sent to the following:

DISTRICT: SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT
P.O. Box 339
Oceano, CA 93445
Attn: District Administrator
Facsimile: (805) 489-2765

ATTORNEY: Shipsey & Seitz, Inc.
1066 Palm Street
San Luis Obispo, CA 93401
Attn: Michael W. Seitz, Esq.
Facsimile: (805) 543-7281

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail – five (5) calendar days after deposit into the United States Mail, first-class postage pre-paid.
- (b) If by facsimile – upon transmission and actual receipt by the receiving party.
- (c) If by express courier service or hand-delivery – on the date of receipt by the receiving party.

The addresses to notices set forth in this paragraph 17 may be changed upon written notice of such change to either the District or Attorney, as appropriate.

18. This Agreement supersedes any and all prior Agreements.

19. Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered pursuant hereto.

20. If the transition of services to another Attorney occurs through expiration of term, default, termination, or otherwise, Attorney will fully cooperate with District and subsequent District Legal Counsel to assist in an orderly transition of Services, including, but not limited to, Attorney providing all files to the succeeding District Legal Counsel. Attorney will charge the District for services referenced in this paragraph pursuant to paragraph 3 and 8 above.

21. This Agreement shall become effective on the date executed by District.

ATTORNEY:

Michael W. Seitz, Esq.
Shipsey & Seitz, Inc.

Date: _____

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT:

Bill Nicolls, Chairman
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
Board of Directors

Date: _____