

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, July 20, 2011 at 6:00 PM

Board Members

Bill Nicolls, Chairman

Lori Angello, Director

Tony Ferrara, Director

Alternates

Karen Bright, Director

Mary Lucey, 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. 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.

3. 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 July 6, 2011 Meeting**3b. Review and Approval of Warrants****3c. Financial Report ending June 30, 2010****4. PLANT SUPERINTENDENT'S REPORT****5. BOARD ACTION ON INDIVIDUAL ITEMS:****A. FFR PUMP REFURBISHMENT, 09 MBI 01**

Staff recommends the Board approve the refurbishment of FFR Pump No. 1 for the estimated total of **\$25,273**

B. ENVIRONMENTAL AND PUBLIC HEALTH IMPACT ASSESSMENT FOR DECEMBER 19, 2010 SANITARY SEWER OVERFLOW

Staff recommends the Board receive this report and direct staff to create a Request for Proposal for the required professional services at the July 20, 2011 Board meeting

C. ELECTION OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Staff recommends the Board receive and review report and qualifications of nominees, cast vote for not more than three (3) candidates, Adopt Resolution No. 287, and direct Staff to forward final ballot to SDRMA.

D. INFLUENT PUMP RECONDUCTORING CONTRACT AWARD

Staff recommends the Board award a construction contract to Woeste Electric for the Influent Pump Reconductoring Project in the amount of **\$28,790.00**.

E. MECHANICAL SEAL REPAIRS PURCHASE

Staff recommends the Board approve the purchase of Spiral Trac from Chesterton in the estimated amount of **\$646.61**

F. 12-INCH VALVES PURCHASE

Staff recommends the Board approve the purchase of three 12-inch flanged gate valves from Groeniger for the estimated amount of **\$5,492.13**

6. MISCELLANEOUS ITEMS

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

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

Conference with labor negotiators

Pursuant to Government Code Section 54957.6:

Agency designated representatives: Mike Seitz, Tony Ferrara

Unrepresented employee: John Wallace

9. **RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION**
10. **CONSIDERATION OF PROFESSIONAL SERVICES CONTRACTS**
John Wallace, District Administrator and Wallace Group, District Engineer
11. **ADJOURNMENT**

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Oceano Community Services District
1655 Front Street
Oceano, CA 93445

Minutes of Wednesday, July 6, 2011
6:00 P.M.

1. ROLL CALL

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

Absent: Tony Ferrara, City of Arroyo Grande.

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

2. PUBLIC COMMENT ON ITEMS NOT APPEARING ON AGENDA

There were no public comments at this time.

3. CONSENT AGENDA

- A. Review and Approval of Minutes from the Meeting of June 15, 2011.
- B. Review and Approval of Warrants.

It was moved by Director Angello, seconded by Chairman Nicolls to approve Consent Agenda item 3A and 3B as presented. Motion carried.

4. PLANT SUPERINTENDENTS REPORT

Interim Plant Superintendent Barlogio reported that the plant was running well. The average daily flow was 2.6 MGD, the average BOD was 26 mg/l, the average total suspended solids was 26 mg/l, the average BOD removal rate, was 91% and total suspended solids was 92%.

He also reported on various projects at the plant:

Staff replaced the No. 2 FFR pump and valves. This is one of two pumps that push the water from ground level to the top of the FFR's center column. The unit taken out of service will be checked out regarding the possibility of rebuilding it.

Two chlorinated flushes were performed on the FFR in the month of June. The first flush after the netting replacement resulted in a significant amount of fly larvae coming off the FFR. The second flush resulted in less fly larvae.

The gantry crane for the headworks area was assembled. This will allow staff to perform maintenance on the headwork equipment without having to request a crane.

Half-inch steel plates were bolted to the concrete wall at the centrifuge. This will protect the wall from damage when the tractor loader scoops up a load of dewatered bio-solids from the

centrifuge's auger.

Woeste Electric assisted with several projects: sump pumps, solenoid valve on water seal, and No. 2 FFR pump wiring.

District Counsel Seitz reported to Chairman Nicolls that Director Ferrara had contacted him before the meeting advising of his illness and respectfully requested that the issues related to the Wallace Group Contract (Closed Session Item No. 3 and Agenda Item No. 9) be continued to the next meeting when he was able to attend.

The Board agreed to continue the above referenced Agenda Items to the next meeting.

5. BOARD ACTION ON INDIVIDUAL ITEMS

A. New Centrifuge 2A Building; Progress Payment No. 8

Administrator Wallace presented Progress Payment No. 8 to Brough Construction, Inc. in the amount of \$200,908.40 (\$180,880.56 with retention deducted).

It was moved by Director Angello, seconded by Chairman Nicolls to approve progress payment No. 8 to Brough Construction, Inc. in the amount of \$180,880.56 with retention deducted. Motion carried.

B. New Centrifuge 2A Building; Alternative Security Installation Contract.

Administrator Wallace stated that approval was made by Board Action on May 18, 2011 to install security equipment in the New Centrifuge Building. The original estimate was from Stanley Security for \$5,805.99. Stanley Security was selected for the work, because the existing plant fire and security monitoring system is currently contracted through Stanley Security. However, after reaching an impasse on purchase order contract language, staff re-evaluated the labor cost for Stanley and has solicited additional bids for the work. Alpha Alarms is a reputable Security Company in the area. Their estimate for the same work was \$2,000 lower than the estimate from Stanley.

Staff recommends approval of the installation contract with Alpha Fire and Security Alarm Corp. in the amount of \$3,823.00.

It was moved by Director Angello, seconded by Chairman Nicolls to approve a security installation contract with Alpha Fire and Security Alarm Corp. in the amount of \$3,823.00. Motion carried.

C. Plant Superintendent Requests – Miscellaneous Plant Repairs

Administrator Wallace presented three repair requests submitted by Interim Superintendent Barlogio.

- **Emergency Diesel Bypass Pump Control Panel Programming.** During the spill event of December 19, 2010 staff observed the emergency diesel bypass pump shut itself off inexplicably every hour. Staff was able to restart the pump immediately, but the one hour shut off necessitated around the clock monitoring of the pump. After the wet season, staff researched the problem more thoroughly with technical support and discovered that the pump's control board needed replacing. The physical board replacement was completed in early Spring 2011.

However, reprogramming the pump to meet specific District requirements requires more expertise that Staff feels comfortable providing. MurCal, Inc., located in Palmdale, CA provides engine monitoring systems and is the manufacturer of the pump's control board and has been providing technical support to Staff. They have provided a quote in the estimated amount of \$1,425.00

- De-Chlorination Pump Replacement. The disinfection system failure was identified by staff as a potential vulnerability to meeting effluent requirements and has included 11 MBI 03 – Disinfection System Metering Pumps – to address these concerns by providing backup chemical delivery pumps. The current de-chlorination pump is leaking and will require repairs. Requested funds will allow the purchase of a replacement pump. The old pump will be repaired, prepped for storage and put on the shelf to provide backup for the new pump. Staff recommends the Board approve the sole-source purchase of a ProMinent de-chlorination pump in the amount of \$3,077.
- Sludge Recirculation Pump Rebuild. The sludge recirculation pump pumps sludge through the heat exchanger to precisely maintain the temperature of the digester. Staff rebuilt the current sludge recirculation pump in January 2011. Staff has a second pump on the shelf that if rebuilt would provide redundancy to this critical function. A discussion with the repair technician at BC Pumps in Santa Maria indicated that a new unit would cost the District over \$10,000. Staff plans to purchase the parts from the manufacturer and have BC Pumps perform the repair work. Wemco is the manufacturer of the pump and is the sole source supplier of the parts. Staff recommends the Board approve the sole-source purchase of the Wemco Sludge Recirculation repair parts in the amount of \$5,845.00.

Interim Superintendent Barlogio explained that if the chemical pump is not purchased from Hopkins as a sole source item the warranty is null. The same reasoning holds for the Wemco Sludge pump, which only has one distributor in the area. He added that letters of sole source are attached to the staff report.

It was moved by Director Angello, seconded by Chairman Nicolls to approve staff recommendations as follows: approve service agreement with MurCal, Inc. for programming the bypass diesel pump controller in the estimated amount of \$1,425.00; approve the sole-source purchase of a ProMinent de-chlorination pump in the amount of \$3,067; approve the sole-source purchase of the Wemco Sludge Recirculation repair parts in the amount of \$5,845.00. Motion carried.

D. CSDA Bylaws/Election of Board Member.

Administrator Wallace recommended the Board review the information provided by CSDA and cast a ballot for or against the proposed amendments. He also asked the Board to consider casting a ballot for Director of Region C of the CSDA.

It was moved by Director Angello, seconded by Chairman Nicolls to cast the District vote of No regarding the proposed CSDA Bylaw amendments. Motion Carried.

The Board concurred not to cast a vote with regards to a Director of Region C of the CSDA.

E. Review of District's Liability Insurance.

Administrator Wallace presented an invoice in the amount of \$20,885.60 received from SDRMA for the District's liability insurance, which is due July 15, 2011. This is an increase of \$2,297.36 from the previous year, Administrator Wallace added that SDRMA has explained the increase due to a increase in the District's operating budget and CIP not received. The operating budget increase issue is being investigated and if this is an error a credit will be issued at a later date.

Interim Superintendent Barlogio stated that a large portion of the \$1,362.44 credit received for CIPs is due to Plant Operator Allen's effort as Safety Officer to sign off District Staff or online training.

It was moved by Director Angello, seconded by Chairman Nicolls to direct Staff to renew the District's liability insurance with SDRMA with coverage of \$10M for a cost of \$20,885.60. Motion carried.

F. LAFCO Special District Alternate Member Election

Administrator Wallace stated that the District has received correspondence from LAFCO advising that a vacancy exists on the LAFCO Commission for the alternate Special District Commissioner position. Four nominees have qualified for election and it is recommended that the Board consider the candidate and cast the District's ballot for one of the four. Staff will return the ballot to LAFCO in accordance with the Board's direction. Ballots must be returned by August 12, 2011.

Chairman Nicolls opened the meeting to public comment regarding this item.

Ms. Gigi Naylor introduced herself as a resident of Oceano; she asked where the candidate, Brian Kreowski, resided.

Administrator Wallace stated he did not know.

It was moved by Chairman Nicolls, seconded by Director Angello to cast the District's vote for LAFCO Alternate Special District Member to Mr. Marshall Ochylski. Motion carried.

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

Appleton: State Board Final decision. The District has received notice that Plant Superintendent Appleton has received notice that his discipline with regards to the State Water Board Notice of Violation has been downgraded to a "Reprimand" as opposed to a license downgrade.

FY 2011-12 Budget Status. Administrator Wallace stated that final budget action is pending action with regards to the District Administration and Engineering contracts.

Interim Superintendent Barlogio informed the Board that he has made contact with CMC regarding using inmate and CDF labor to repair the pedestrian bridge which was damaged in the December storms.

B. Miscellaneous Written Communications

Administrator Wallace presented several pieces of written communications for Board review which included the 2011-12 audit request for proposal and the County Auditor/Controllers response to the Grand Jury.

Chairman Nicolls opened the meeting to public comment regarding this item.

Ms. Gigi Naylor questioned the process in order to receive different items she considered public records.

Counsel Seitz stated the District had a form she could fill out and submit in order to receive public records.

7. PUBLIC COMMENT ON CLOSED SESSION

Chairman Nicolls announced that per Director Ferrara's request, Item 9 'Consideration of Professional Services Contracts' will be tabled until next meeting when Director Ferrara is able to attend.

Ms. Naylor stated her understanding that individuals to be discussed during closed session would be identified; she asked if this was correct.

District Counsel Seitz advised her that this was correct with the individual names listed on the Agenda.

8. CLOSED SESSION ITEMS

1. Conference with legal counsel regarding existing litigation pursuant to Govt. Code 54956.9: Two cases: Douglas v. SSLOCSD, Douglas v. Appleton, et al.

2. Conference with legal counsel regarding liability claims pursuant to Govt. Code 54956.95. Two claims: Claimant Scott Mascolo, Claimant Jeff Appleton.

9. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

District Counsel Seitz announced there was no reportable action.

10. CONSIDERATION OF AMENDED CONTRACTS FOR DISTRICT ADMINISTRATOR JOHN WALLACE AND DISTRICT ENGINEER WALLACE GROUP.

This item was continued as stated in Item 4 above.

11. ADJOURNMENT

There being no further business to come before the Board the meeting was adjourned at approximately 8:00 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
7/20/11 PRIOR YEAR

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ABALONE COAST BACT	CHEMICAL ANALYSIS	JUNE	072011-5742	7078	3,092.18	3,092.18
AIRFLOW FILTER SERVICE, INC	FILTER SERVICE	98550	43	8030	90.84	90.84
ARROWHEAD WATER	LAB WATER	01F0012917373	44	8040	96.63	96.63
BRENNTAG PACIFIC, INC	CHEMICALS	108905 110798	45	8050	9,477.40	9,477.40
CALIFORNIA ELEC SUPPLY	ELEC SUPPLIES	451637 452646	46	8060	1,370.58	1,370.58
FARM SUPPLY	MISC SUPPLIES	674171 681433	47	8060	152.77	152.77
FEDEX	SHIPPING	7 539 97536	48	8045	50.82	50.82
FISHER SCIENTIFIC	LAB SUPPLIES	5739750	49	8040	122.26	122.26
LINC DELIVERY	DELIVERY SERVICE		50	8040	731.00	731.00
MC KENNON/SCHINDLER LLP	LEGAL SERVICES	SDRMA	51	7071	5,410.77	5,410.77
MC MASTER CARR	MISC SUPPLIES	88941181 88652163	52	8055	208.45	363.72
		88696244		8060	155.27	
MINERS ACE HARDWARE	MISC SUPPLIES	JUNE	53	8055	354.64	354.64
OFFICE DEPOT	OFFICE SUPPLIES	JUNE	54	7045	106.32	106.32
SANTA MARIA DIESEL SERV	MISC SUPPLIES	15167 15186	55	8055	334.42	334.42
SHIPSEY & SEITZ	LEGAL FEES	MAY	56	7071	19,286.00	19,286.00
TITAN INDUSTRIAL & SAFETY	MISC SUPPLIES	1046051	57	8056	86.68	86.68
WALLACE GROUP	ADMIN SERVICES	JUNE	58	7076	14,599.06	
	OPERATIONS	JUNE		various	19,208.75	
	STORM EVENT	JUNE		7082		
	REIMBUR PROJECTS	JUNE		various	5,351.72	
	MBI PROJECTS	JUNE		various	29,638.11	
GRAND TOTAL					109,924.67	41,127.03

We hereby certify that the demands numbered serially from 072011-5742 to 072011-5758 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

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER
7/20/2011

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	6065565 6084078	072011-5759	7025	398.08	398.08
BRENNTAG PACIFIC, INC	CHEMICALS	111468	60	8050	829.49	829.49
CA ELEC SUPPLY	ELEC SUPPLIES	452683	61	8060	43.24	43.24
CHARTER COMMUNICATIONS	INTERNET SERVICE	8245 10 101 0085060	62	7011	53.35	53.35
CITY NATIONAL BANK	COGEN SALE PAYMENT		63	7096	37,398.30	37,398.30
CENTRAL COAST WATER	LAB WATER	10494	64	8040	60.00	60.00
GAS COMPANY	SERVICE	JULY	65	7092	1,387.83	1,387.83
JB DEWAR	VEHICLE FUEL&OIL	936492 766228	66	8020	441.51	441.51
MC MASTER CARR	MISC SUPPLIES	8984194	67	8060	12.47	12.47
NEXTEL	CELL PHONE SERVICE	205201234	68	7011	41.91	41.91
SO CO SANITARY SERVICE	TRASH SERVICE	JULY	69	7093	82.77	82.77
STATE FUND COMPENSATION	WORK COMP	DEPOSIT INCREASE 11/12	70	6080	6,863.50	6,863.50
THOMA ELECTRIC	SHORT CIRCUIT	11 8046 03	71	8030	4,750.00	4,750.00
UNITED STAFFING	CONTRACT LABOR	051717	72	8060	1,386.00	1,386.00
SUB TOTAL					53,748.45	53,748.45
PAYROLL	PPE 7/1/11				17,601.45	17,601.45
GRAND TOTAL					71,349.90	71,349.90

We hereby certify that the demands numbered serially from 072011-5759 to 072011-5772 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:

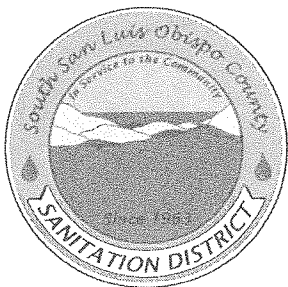
DATE: _____

Chairman

Board Member

Board Member

Secretary



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://www.sslocsd.org/>

TO: Board of Directors
FROM: John L. Wallace, District Administrator
DATE: July 14, 2011
SUBJECT: Monthly Financial Review (June 2011)

This is the preliminary year end summary.

Overall Monthly Summary

During the month of June the District made deposits in the amount of \$227,771.38 which is attributed to regular service fee collections. Total revenue collected to date for the 2010/11 Fiscal Year is \$2,720,008.16.

During the month of June the District totaled \$408,111.88 in expenses, of that amount \$201,745.57 reflects normal operating expenses and \$206,366.31 was expended on Major Budget Items. Total expenses for the 2010/11 fiscal year to date are \$3,735,049.05.

Local Agency Investment Fund

The LAIF balance was \$4,241,245.27 at June 30, 2011.

County of San Luis Obispo Fund

As of June 30, 2011 the cash balance with the County of San Luis Obispo Auditor totaled \$41871.65. The County issues all District checks and all deposits are made to this agency, as such the County provides 'banking services' to the District and serves as a second set of books for internal control purposes.

Rabobank Funds

As of June 30, 2011 the cash balance with Rabobank totaled \$41,871.65. This account is used for LAIF transfers and issues payroll checks through the District's contracted payroll provider service. Funds are transferred periodically from LAIF in order to cover those expenses.

MONTHLY FINANCIAL STATEMENT (Government Code Section 53646(d))
 SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
 FINANCIAL SUMMARY FOR JUNE 30, 2011(PRELIMINARY YEAR END)

	FUND 19 OPERATING	FUND 20 EXPANSION	FUND 26 REPLACEMENT	COMBINED FUNDS
CASH BALANCE	-871,949.03	4,509,018.13	698,598.85	4,335,667.95
Cash W/County	2,856,540.96	-1,410,696.10	-1,403,973.21	41,871.65
Cash W/LAIF	-3,781,041.02	5,919,714.23	2,102,572.06	4,241,245.27
Cash W/Rabobank	52,551.03	0.00	0.00	52,551.03
CURRENT LOANS				
Energy Project Financing	433,458.61			
DEPOSITS:				
Current Month	227,771.38	0.00	0.00	227,771.38
Total 10-11 To Date	2,600,954.12	113,664.84	5,389.20	2,720,008.16
EXPENSES:				
Current Month	201,745.57	202,574.61	3,791.70	408,111.88
Total 10-11 To Date	2,697,676.80	850,916.77	186,455.48	3,735,049.05
Rev over (under) Exp - Current	26,025.81	-202,574.61	-3,791.70	-180,340.50
Rev over (under) Exp - YTD	-96,722.68	-737,251.93	-181,066.28	-1,015,040.89
INTEREST POSTED	0.00	0.00	0.00	0.00
Total 10-11 INTEREST TO DATE:	715.83	11,571.84	5,389.20	17,676.87

NEW CONNECTIONS	CURRENT NUMBER	CURRENT REVENUE	10 - 11 NUMBER	10 - 11 REVENUE
Arroyo Grande	0	0.00	16	82,293.00
Grover Beach	0	0.00	3	7,425.00
Oceano	0	0.00	5	12,375.00
TOTAL NEW DISTRICT CONNECTIONS	0	0.00	24	102,093.00



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<http://www.sslocsd.org/>

Date: July 14, 2011

To: John Wallace 

From: Bob Barlogio, acting CPO

Re: Superintendent's Report

As of Jul 12, 2011, the data we have received is as follows:

The average daily flow was 2.69 million gallons per day.

Average influent BOD was 344 mg/l, Total Suspended Solids was 308mg/l.

The average effluent BOD was 36 mg/l.

The average effluent Total Suspended Solids (TSS) was 24 mg/l.

Our limit is 40 mg/l, monthly average on each.

Average BOD removal rate, was 90%, TSS removal was 92%.

Staff replaced 3 six inch old and worn plug valves on the sludge pump piping for the # 2 primary clarifier.

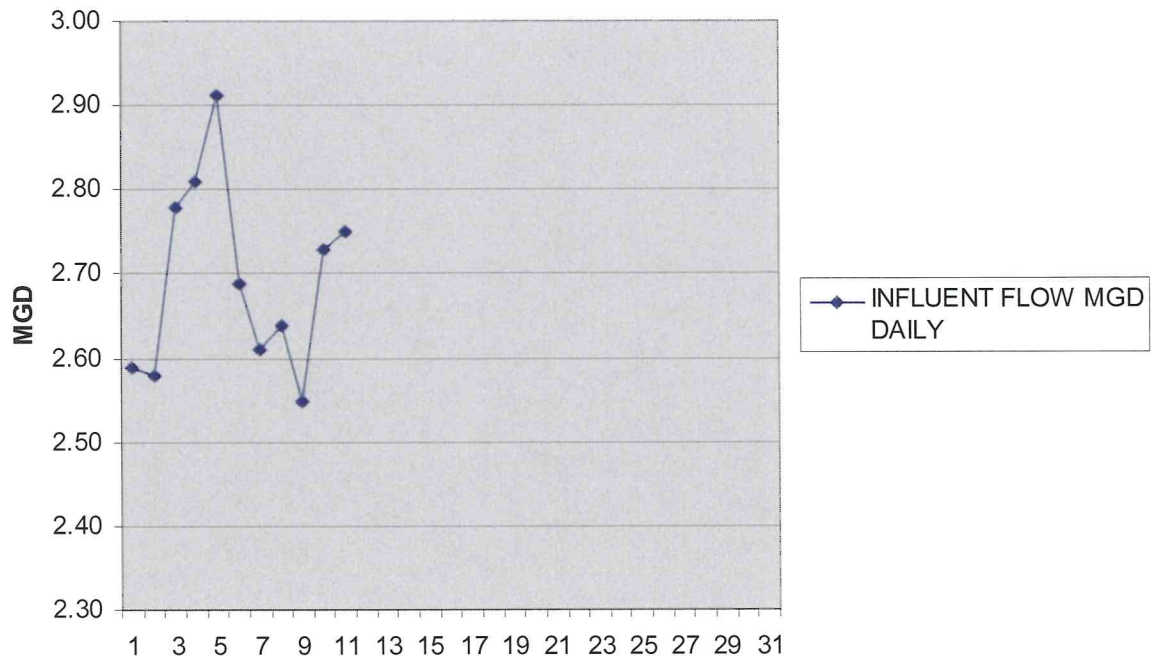
We did a chlorinated flush on the FFR, July 7th. All went well.

We are evaluating some other polymers for the centrifuge. The vendor stated his product will meet or surpass our current polymer and at a lower price.

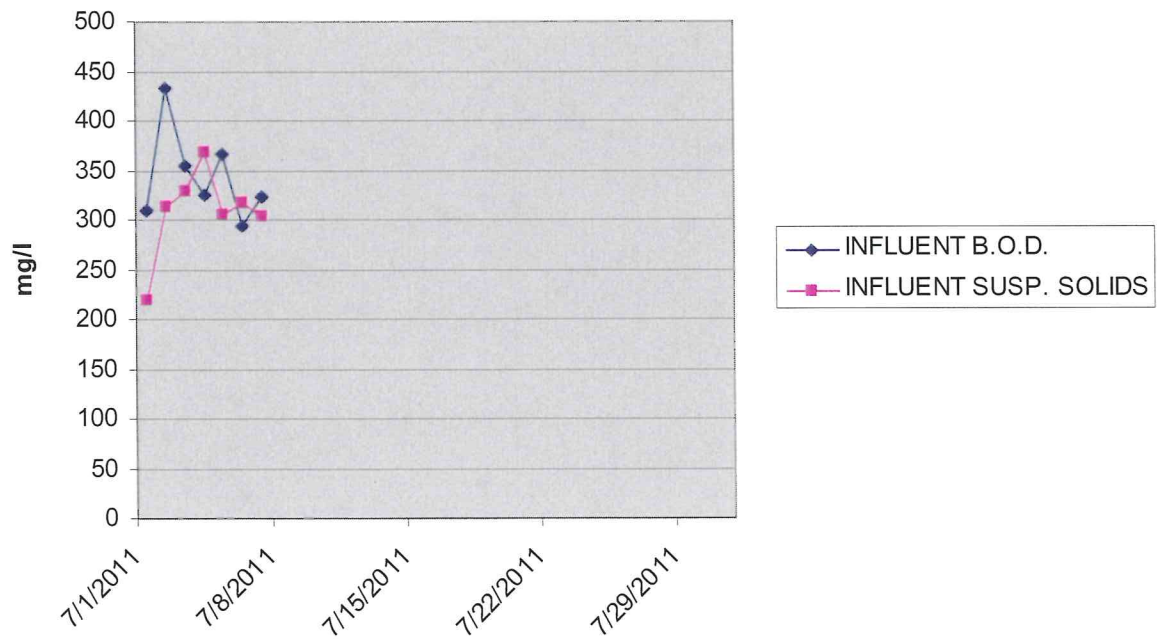
We are sampling every day this month for BOD's and Suspended Solids

We are meeting the limits as per our NPDES permit. Please see attached graphs.

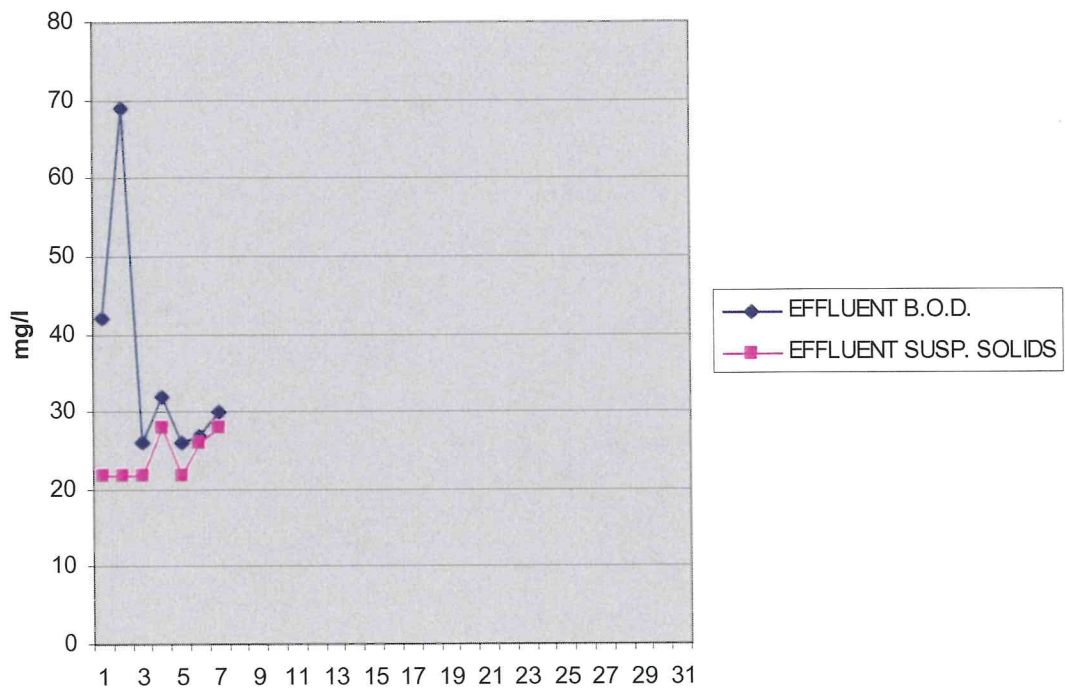
July-11



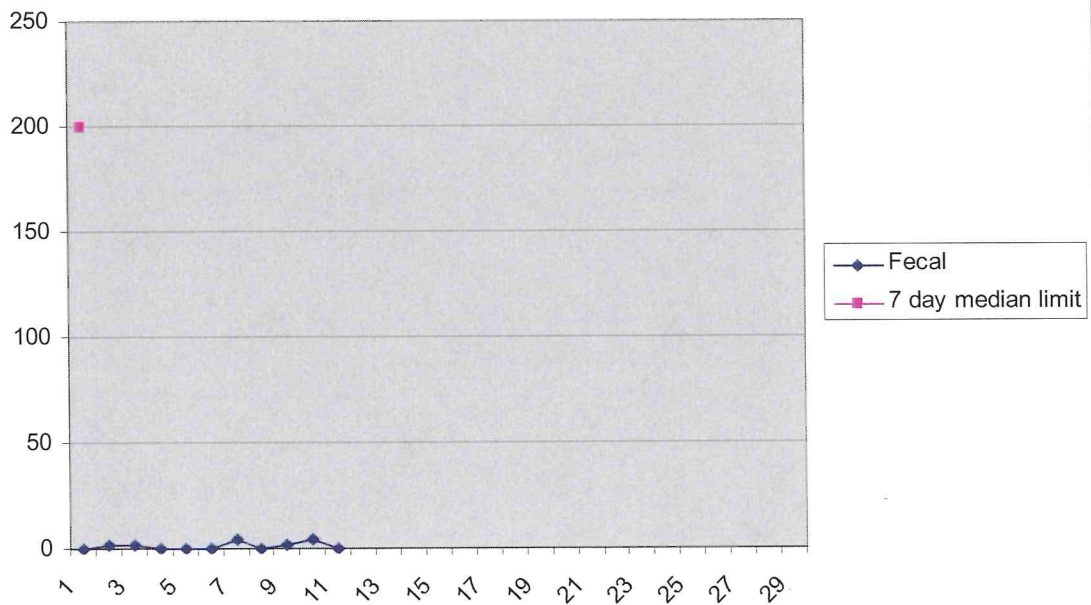
July 2011

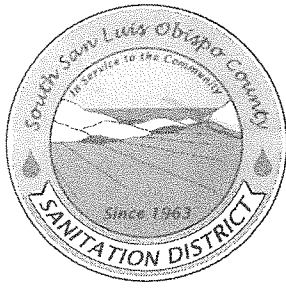


July 2011



Jul-11





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Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: July 20, 2011 Meeting

Subject: FFR Pump Refurbishment, 09 MBI 01

Recommendation:

Staff recommends the Board approve the refurbishment of FFR Pump No. 1 for the estimated total of **\$25,273**.

Funding:

The FY 2011-12 Budget includes the project in Major Budget Item 09 MBI 01 – *FFR Pump Refurbishment* – in the amount of **\$110,000**. This includes the purchase and installation of a third pump train, and the refurbishment/replacement of pumps/seals and check valves as is required.

	Prior FY's	Current FY as of 07-20-11	Total All FYs	Proposed This Staff Report
Budget	\$ 147,000	\$ 25,627	\$ 172,627	\$ -
<u>Expenditures</u>			\$ -	\$ 25,273
Capital Equipment	\$ 57,838	\$ -	\$ 57,838	\$ 25,273
Studies	\$ -	\$ -	\$ -	\$ -
Testing /		\$ -	\$ -	\$ -
Troubleshooting	\$ -	\$ -	\$ -	\$ -
Design & Survey	\$ 2,034	\$ -	\$ 2,034	\$ -
Contract Administration	\$ 2,755	\$ -	\$ 2,755	\$ -
Const Contingencies	\$ -	\$ -	\$ -	\$ -
PG&E Utility Service	\$ -	\$ -	\$ -	\$ -
<u>Construction</u>	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 62,627	\$ -	\$ 62,627	\$ 25,273
Remaining Budget			\$ 110,000	\$ 84,728

Discussion:

Staff installed the new pump directly into the old pump position (with the leaky seal) during a short, night-time shutdown. Staff is preparing to ship pump No. 1 back to the Manufacturer for a thorough refurbishment. Once this first pump is back online, the last pump can be sent in for refurbishment.

While the last pump is out for refurbishment, the third pump train pad can be constructed, the electrical and VFD cabinet installed, and be waiting for the pump's return. This part of the project will be bid separately at a later date and will be brought back to the Board.

FLO-Systems is the exclusive Manufacturer's Sales Representative for Fairbanks-Morse, and as such, this is a sole source service.

Due to past delays on the part of the supplier, and other considerations, Staff was able to reduce the cost of the service from **\$29,721** to **\$22,535**.

Staff recommends the Board approve the refurbishment of FFR Pump No. 1 for the estimated total of **\$25,273**.



3010 Floyd Street, Burbank, CA 91504 (818) 562-5282 FAX (818)842-3217

April 5, 2011

Proposal #110405r1
Page 1 of 3

Bob Barlogio
South San Luis Obispo WWTP
1600 Alhoa Place
Oceano, CA 93445
805-489-6666 fax 805-489-2765

Copy to Bill Lindahl with Wallace Group

Bob:

We are pleased to present our proposal to furnish the following equipment:

Fairbank Morse Refurbishment of the Fixed Film Reactor Pump -K3P1-057008-0

- One(1) Lot of rebuilding of the Fairbanks Morse 12" 5721 pump. Including the following:
- 1) Freight included from job site to our shop in Kansas City, Kansas and back.
 - 2) Tear down, clean, and inspect each component. Issue report detailing as found condition and recommendations for repair, reuse, or replacement.
 - 3) Machine back head to accept 442 seal. We have a standard drawing for this and will machine the old back head to it.
 - 4) Furnish and install the following new parts:
Chesterton 442 seal, Shaft sleeve - stainless, Thrust bearing set, Radial bearing, Bearing hardware, Bearing lip seals, Impeller - cast iron - (same trim & service conditions as original, Impeller hardware, Impeller wear ring - 300-350 BHN stainless, Front head wear ring - 410-484 BHN stainless, Shims, gaskets, and hardware as required. Includes 15% discount on parts pricing because of the delay in receipt of the previously ordered pump.
 - 5) Assemble unit complete.
 - 6) Paint standard FM blue.
 - 7) Skid & load for shipment to destination.

YOUR NET PRICE FOR THE ABOVE EQUIPMENT IS \$ ~~29,721.00~~ \$22,535

Delivery of equipment back is approximately 10 weeks.

NOT INCLUDED:

1. Sales Tax - Provide a resale card if non-taxable.
2. Lubricants, oils & greases.

3. Special coatings, if required (equipment is supplied with factory standard paint).
4. Any accessories or services not specifically mentioned in our proposal. This proposal is based on repairing the items above, after inspection it is determined that additional service are required, FM will provide a cost for these services and will repair once approved.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

This proposal reflects prices based solely upon Flo-Systems' Terms and Conditions attached. This proposal does not include the potential additional costs for bonding, accepting contractors terms and conditions, retentions, etc.

Our warranty is extended to one year after start-up service is performed on our equipment or 18 months after shipment, whichever occurs sooner.

This quotation is subject to Flo-Systems' standard Terms and Conditions, which appear on the next page. Any order or contract resulting from this quotation shall be governed by said terms. In addition: (1) buyer grants to seller a security interest in the equipment listed until contract is completed and full payment is made, (2) in the event that it becomes necessary to enforce payment terms, the prevailing party shall be entitled to reasonable attorney fees and related costs, (3) interest on past due accounts will be charged at the maximum legal rate not to exceed 1-1/2 percent per month. Such interest will be compounded monthly beginning on the first day that any such amount is past.

Flo-Systems reserves the right to either accept the order direct or act as a manufacturer's representative, in which case some of the above equipment orders would be placed direct with these manufacturers, along with their terms and conditions.

Thank you for the opportunity to submit this proposal.

Very truly yours,
Flo-Systems, Inc.

Rick Jesmok

Proposal 110405r2 South San Luis Obispo WWTP Repair of Fairbanks Pump

Page 3 of 3

TERMS OF SALE

1. **ACCEPTANCE.** These terms govern the purchase and sale of equipment, contractors services, etc, referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.
2. **PAYMENT.** Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
3. **RETENTIONS** not previously approved in writing by SELLER are not permitted.
4. **BACK CHARGES** accepted only upon written approval by SELLER.
5. **DELIVERY.** SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.
6. **RESPONSIBILITY.** SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
7. **WARRANTY.** For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
TAXES. Prices are exclusive of all taxes, federal, state local of any kind or nature.
8. **TRANSPORTATION.** Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.
10. **COMPLIANCE WITH LAWS.** BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
11. **INDEMNIFICATION.** It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.
12. **TITLE & LIEN RIGHTS.** After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
13. **MISCELLANEOUS.** Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.
Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYERS purchase order/contract.

Accepted: SELLER
FLO-SYSTEMS INC

By: _____

Date: _____

Accepted: BUYER

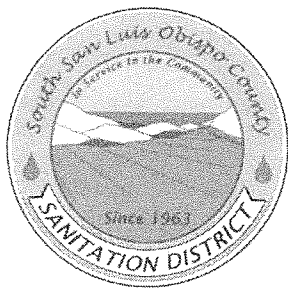
By: _____

Date: _____

Submitted: FLO-SYSTEMS INC

By: Rick Jesmok

Date: _____



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: July 20, 2011

Subject: Environmental and Public Health Impact Assessments for the December 19, 2010
Sanitary Sewer Overflow (SSO)

Recommendation:

Staff recommends the Board receive this report and direct staff to develop a scope of work to meet the requirements discussed below and to issue Requests for Proposals for the required professional services.

Funding:

At the beginning of Q1 Fiscal Year 2011/12, the District's costs associated with Waste Discharge Requirements (WDR) and Sewer System Management Plan (SSMP) support are tracked under account **19-7087, WDR and SSMP expenses**. There is \$57,300 proposed to be budgeted in FY 2011/12 for these efforts. There is no cost estimate for this work until proposals are received.

Discussion:

The District was issued a Notice of Violation (NOV) by the State Water Quality Resources Control Board (State Board) on April 18, 2011 as a result of the Sanitary Sewer Overflow (SSO) on December 19, 2010. As required, the District submitted a Technical Report under section 13267 of the California Water Code on May 31, 2011.

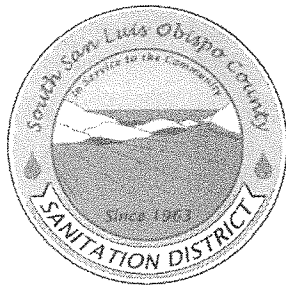
This Technical Report contained:

1. A description of the causes and circumstances of the SSO;
2. A complete outline of the District's response to the SSO;
3. A description of the monitoring and analyses performed during and after the SSO;
4. An assessment of the short and long-term impacts to public health, animal and plant communities after the SSO; and
5. Additional requested information in the form of the District's Sewer System Management Plan, SSO records, and other information the District presented to assist the SWRCB in evaluating the circumstances of the SSO.

With regard to section number four (4), the District responded with a plan to work with a qualified professional (Mr. Douglas Rischbieter) to perform the required public health, animal, and plant communities assessment. The response stated that if Mr. Rischbieter was not available the District would hire another qualified professional. Mr. Rischbieter was interviewed by District staff on June 15, 2011 and is not available perform the work required.

To date the District has not received a response to the Technical Report from the State Board; however, staff anticipates a response that will include a timeframe to comply with this requirement.

To complete this task, staff is recommending the Board to authorize staff to create the Requests for Proposal (RFPs), issue the RFPs, and bring this back to the Board for selection of the qualified professionals to perform the required impact assessments.



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://www.sslocsd.org/>

Staff Report

To: Board of Directors
From: John L. Wallace, General Manager
Date: July 20, 2011

Subject: Election of Special District Risk Management Authority (SDRMA)

Recommendation:

Receive and review report and qualifications of nominees, cast vote for not more than three (3) candidates, Adopt Resolution No. 2011-287, and direct Staff to forward final ballot to SDRMA.

Funding:

None

Discussion:

The Special District Risk Management Authority is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies.

On May 10, 2011 SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA policy. The Election Committee confirmed that seven candidates met the qualification requirements and those names are included on the attached Official Election Resolution and Ballot. Each of the seven candidates have completed statements of qualifications, which are attached for your review and consideration.

As a member of SDRMA, the SSLOCSD Board of Directors may select three of the seven candidates from the approved official 2011 Election Ballot sent by SDRMA Board of Directors. All ballots must be mailed or hand delivered to SDRMA on or before 5:00p.m., Friday, September 16, 2011.

RESOLUTION NO. 2011-287

**A RESOLUTION OF THE GOVERNING BODY OF THE
South San Luis Obispo County Sanitation District
FOR THE ELECTION OF DIRECTORS TO THE SPECIAL DISTRICT
RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

WHEREAS, Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California special districts and other local government agencies; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement specifies SDRMA shall be governed by a seven member Board of Directors nominated and elected from the members who have executed the current operative agreement and are participating in a joint protection program; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement Article 7 - Board of Directors specifies that the procedures for director elections shall be established by SDRMA's Board of Directors; and

WHEREAS, SDRMA's Board of Directors approved Policy No. 2011-02 Establishing Guidelines for Director Elections specifies director qualifications, terms of office and election requirements; and

WHEREAS, Policy No. 2011-02 specifies that member agencies desiring to participate in the balloting and election of candidates to serve on SDRMA's Board of Directors must be made by resolution adopted by the member agency's governing body.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the South San Luis Obispo County Sanitation District selects the following candidates to serve as Directors on the SDRMA Board of Directors:

(continued)



OFFICIAL 2011 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS

VOTE FOR ONLY THREE (3) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 5:00 p.m., Friday, September 16, 2011. Faxes or electronic transmissions are NOT acceptable.

- ☐ **SANDY RAFFELSON**
District Clerk, Herlong Public Utility District
- ☐ **EMERY ROSS**
Director, Mariposa County Resource Conservation District
- ☐ **MIKE SCHEAFER**
Director/Secretary, Costa Mesa Sanitary District
- ☐ **EDMUND K. SPRAGUE (INCUMBENT)**
Board President, Olivenhain Municipal Water District
- ☐ **ED GRAY (INCUMBENT)**
Director, Chino Valley Independent Fire District
- ☐ **BETHZABE YANEZ**
Board President, East Palo Alto Sanitary District
- ☐ **TERRY BURKHART**
Board President, Bighorn-Desert View Water Agency

ADOPTED this 20th day of July, 2011 by the South San Luis Obispo County Sanitation District by the following roll call votes listed by name:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

**Special District Risk Management Authority
Board of Directors
Candidates' State of Qualifications**

This Information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA

Nominee/Candidate: Sandy Raffelson
District/Agency: Herlong Public Utility District
Work Address: 448-805 Pole Line Rd, P O Box 515, Herlong CA 96113
Work Phone: (530) 827-3150 Home Phone: (530) 254-0234

Why do you want to serve on the SDRMA Board of Directors?

I think it would be a great experience to serve on the Board and I could give Northern California and Small District's a voice on the Board. I feel I would be an asset to the Board with my degree in business and my 25 years experience in accounting and auditing. I have audited small districts and know what they need and what they can afford.

I understand the challenges that small District face every day when it comes to managing liability insurance and worker's compensation for a few employees with limited revenues and staff. My education and experience gives me an appreciation of the importance of risk management services and programs, especially for smaller district's that lack expertise among staff because of not dealing with claims on a day to day basis to be proficient in it.

I feel I could be an asset to this Board and would love a chance to try.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

I am currently the District Clerk for the Herlong PUD Board of Directors for the last 3 years, before that serving as the Secretary to the Board of Herlong Utilities, Inc. I worked directly with the formation of our District which included working for 2 separate Board's of Directors and the transfer of assets from a public benefit corporation to a special district. As part of the team that worked to form the District I was directly involved with LAFCo, Lassen County Board of Supervisors and County Clerk to establish the District's initial Board of Directors as well as the transfer of multiple permits and closure procedures from multiple agencies for the seamless transition of our District operations. I closed out the Corporation books and established the books for the District transitioning to fund accounting. I have also administered the financial portion of a large capital improvement project as well as worked on the first ever successful water utility privatization project with the US Army and Department of Defense. I also am the primary administrator of a federal contract for utility services with the Federal Bureau of Prison.

In the last 15 years I have served on several Boards in Logan and Lassen County. I have served 4 years on a Preschool Board that during that time the school purchase property and moved the Preschool to a better location, hired a new Director and 2 new teachers.

I have served as PTA President for 2 years for a private K-8th grade school. After resigning from PTA President, I accepted a Board member position for 4 years during which time we hired 1 principal and 2 teachers, purchased computer lab equipment enough for all student, upgraded water system in building and purchased insulated windows to keep children warm and heating cost down.

**Special District Risk Management Authority
Board of Directors
Candidates' State of Qualifications**

I was nominated for Treasurer for Lassen County 4H Council, at which time I was also on several committees including Fair, Scholarship, Grant and Fundraising. I served as Treasurer for 3 years, paying all bills, reimbursing funds, making all deposits and did all bookkeeping for the Board. I also transformed the books from the 60's to the current age by setting the Council books up on a Bookkeeping Software and designing Financial Statements everyone could understand.

I am currently Lassen County Horse Show Manager for a 2 day horse show with over 100 classes. Also this is my 9th year putting together the Lassen County 4H/FFA Horse Show for the Community. This includes all fundraising/donations to run the shows, purchasing all awards, getting staff to help with shows, and managing the show on the event date.

What special skills, talents, or experience (including volunteer experience) do you have?

I have my Bachelors Degree in Business with a minor in Sociology. I have audited Small Districts for 5 years, worked for a Small District for 4 years and have 25 years of accounting experiences. I am a good communicator and organizer. I have served on several Boards and feel I work well within groups or special committees. I am willing to go that extra mile to see things get completed.

I believe in recognition for jobs well done. I encourage Incentive programs that get members motivated to participate and strive to do their very best to keep all losses at a minium and reward those with no losses.

I have completed my Certificate for Special District Board Secretary/Clerk Program through CSDA and co-sponsored by SDRMA and California Special District Alliance. I have completed several of the SDRMA's Target Safety courses and CSDA courses. I am currently working on my completion of the CSDA Special District Leadership Academy and will complete these courses on April 28th, 2011.

I work for a District in Northeastern California that has under gone major changes from a Cooperative Company to a 501c12 Corporation, to finally a Public Utility District. I have worked with LAFCo to become a District. Through past experience I hope to make a great Board member representing the small districts of Northern California and their growing pains and make decisions that would help all rural/small districts.

What is your overall vision for SDRMA?

I appreciate the way the Board and staff has worked hard to make SDRMA programs affordable for small district and I would like to help continue in this direction. I would also like to grow the education program to help keep claims down and if claims are down than each district would benefit by less cost.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature: *Sandy Raffelson* Date: 3/30/11

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Emery Ross
District/Agency Mariposa County Resource Conservation District
Work Address 5009 Fairgrounds Road, P. O. Box 746, Mariposa, CA 95338
Work Phone 209-966-3431 Home Phone 209-852-2606

Why do you want to serve on the SDRMA Board of Directors?

- To gain more knowledge about the SDRMA and what factors affect the decisions it renders.
- To assist in maintaining SDRMA as a top-notch organization, from a Board member perspective.

What Board or committee experience do you have that would help you to be an effective Board member? (SDRMA or any other organization)

- Appointed to the Board of Directors of the Mariposa County Resource Conservation District in June 2010; served as an Associate Director for 1-1/2 years.
- Currently President of the Board of Directors of the Lake Don Pedro Community Services District; have served on the LDPCSD Board since 2008.

What special skills, talents or experience (including volunteer experience) do you have?

- 15 years experience working for a public agency with 250 employees where there was much exposure to risk management from all sides. During my years as a manager, worked with County District Attorney, judges and County Counsel.
- Work experience with family law firm.
- Independent columnist for local newspaper for past 7 years; ag editor.
- Cattle rancher in Mariposa County for past 18 years.

What is your overall vision for SDRMA?

See SDRMA broaden its existing resource capability in the area of training for elected officials and special district staff in order to reduce future exposure.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date

MAY-2-2011

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Mike Scheafer

District/Agency Costa Mesa Sanitary District

Work Address 1551-B Baker St, Costa Mesa, CA 92626

Work Phone 714-435-0300

Home Phone 714-549-4961

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I believe I have the qualifications and experience that enable me to assess the needs of Special Districts in risk management areas. I enjoy being able to help manage the risks of my customers, and would look forward to bringing that attitude and ability to Special Districts. I feel a commitment to serving a broad base of constituents and being able to provide a service if I can. Personally I enjoy examining the issues faced by Districts and then being able to provide help with solutions.

I believe serving on the SDRMA Board of Directors presents challenges and opportunities that will help me grow as a Director of my Special District.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Former and current Special District Director, former City Councilmember City of Costa Mesa. Active in Lions Clubs International as a Past District Governor and member of several local, state and international committees. Service on several non profit boards of directors: Boys and Girls Clubs, Little League Baseball, AYSO, Costa Mesa Senior Center, others. Have served as President of all boards that I have been a member of.

Former member of Western Insurance Information Service, having served as a public speaker for that organization. I hold a community college teaching credential in Insurance Education.

Former instructor for AD Banker, Insurance Education. Taught California pre licensing classes as well as California Department of Insurance Continuing Education classes.

Participant and speaker for the insurance industry in both Sacramento and Washington DC. Served as political liaison for State Farm Insurance.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

In almost every board that I have associated with I have been asked to take a leadership role, either on the board or as a speaker for that organization. I possess a skill in public speaking and interaction with people. I enjoy public speaking, especially for organizations and causes where I feel I can provide a service. I have years of volunteer experience in insurance, sports, youth activities, public service and other areas.

What is your overall vision for SDRMA? (Response Required)

I would look forward to continuing the excellent work that SDRMA currently does. I would like to be a part of expanding and marketing the work of SDRMA. As a Director I appreciate the need to manage the risk that we all face. My vision would be to continue that work, but look for ways to make sure that all Special Districts are aware of the service provided by SDRMA.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature _____



Date _____

4/11/11

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Edmund K. Sprague
District/Agency Olivenhain Municipal Water District
Work Address 1966 Olivenhain Road, Encinitas, CA 92024
Work Phone (760) 753-6466 Home Phone (760) 484-4404

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I have made a career-long commitment to safety and risk management, as a firefighter since 1986, emergency planner since 1993, and president of Olivenhain Municipal Water District's Board of Directors for the last three years, to which I was recently named to another term as president. My experience developing oversight standards and risk management assessment programs across several public agencies, combined with 14 years of leadership experience, is invaluable to a greater understanding of the field of risk management and my ability to properly navigate challenges faced by those in the industry.

Thankfully, I have been able to share my extensive knowledge and give back to the community in my capacity serving the customers of OMWD. A founding member of SDRMA, OMWD's commitment to safety far exceeds simply meeting minimum requirements, and this commitment has been renewed annually by the Board of Directors as part of our "Safety Has No Quitting Time" program. We have taken advantage of the Target Safety program since its inception, and have found it a cost-effective and valuable tool in providing employees with the training that they need to continually operate as safely as possible. Board members and management also routinely attend SDRMA trainings and events. Our commitment has yielded an unmatched lost-time injury rate and an exceptional experience modification factor—among the best in the state—proving that SDRMA has acted wisely in rewarding agencies such as ours with discounted premiums. OMWD has invested its trust in SDRMA, and SDRMA has most prudently returned the favor.

SDRMA's commitment to safety and risk management is just as extraordinary as at OMWD, and my successful track record of managing risk across agencies and disciplines provides me with a unique opportunity to positively contribute to the guidance of an organization as committed to risk management as I am.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

The lion's share of my board-level experience is as president of OMWD's Board of Directors. During my tenure, OMWD has responded to the economic crisis of the last several years by dedicating ourselves like never before to the efficient expenditure of public funds. The board enacted policies such as the "Holding the Line" program, a unique cost-containing initiative that recently earned CSDA's Innovative Program of the Year award. The Special District Leadership Foundation recognized OMWD as a District of Distinction based on our sound fiscal and administrative policies, also recognized by the Government Finance Officers Association of the US and Canada for Excellence in Financial Reporting. Further, I serve as an elected councilmember of the La Costa Heights School Site Council, which oversees budgets and planning for supplemental educational programs. I am proud of my successes in leading such fiscally prudent public organizations, and I look forward to sharing these same principles at SDRMA.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

Teamwork is critical when working together as a board, and I have proven as a member of Carlsbad Fire Department and OMWD's Board of Directors that my exemplary ability to work as part of a larger team is a valuable resource in pursuit of common goals. Compromise in the boardroom, however, is only effective when balanced with the ability to communicate one's informed position. This never-ceasing desire for maintaining my willingness to learn on behalf of my constituents is evidenced through my pursuit of a masters degree in Public Administration, as well as Special District Administrator certification through the Special District Leadership Academy. Just as important is sharing this knowledge with others; I ably convey lessons as a Battalion Chief with Carlsbad Fire, as a fire service instructor at Palomar College, as an Assistant Scoutmaster with Boy Scout Troop 2000, and as a volunteer with the Carlsbad Boys & Girls Club and Elfin Forest Recreational Reserve.

What is your overall vision for SDRMA? (Response Required)

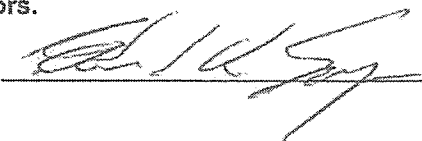
SDRMA is widely respected in the special district community for its commitment to risk management, insurance, safety, and service to its members. Even during my relatively brief tenure on OMWD's Board of Directors, I have witnessed SDRMA constantly striving to improve the services that it offers, and I hope to assist SDRMA in continuing and enhancing the level of service that it provides.

This is not to say that SDRMA shouldn't continue to explore opportunities to improve; streamlining of the CIP program by which to offer more competitive base-level premiums is one area that may be examined. Another area is ensuring that the package of services SDRMA provides is competitive with that of other providers; SDRMA may consider a program through which instructors visit job sites for specific trainings when a Target Safety module may not be sufficient.

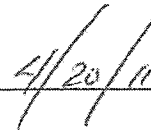
However, the groundwork for effective administration of SDRMA has clearly already been set by the board, and I hope to continue the strong tradition of exemplary service to its members.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date



**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Ed Gray
District/Agency Chino Valley Independent Fire District
Work Address 14011 City Center Drive Chino Hills, California 91709
Work Phone (909) 902-5260 Home Phone (909) 627-4821

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

When appointed to the Board of Directors of SDRMA in November of 2010, I made a commitment to be an effective member of the SDRMA team and to work hard to ensure the continued success of the organization. Although I have been on the Board a short time, I believe I have shown that I seek to understand issues and use common sense when making decisions.

I wish to continue my service to SDRMA as I can be a positive member of the SDRMA team and an asset to the members, board and staff.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I currently serve on the Board of Directors of the SDRMA.

I have been an elected Director of the Chino Valley Independent Fire District since 2004. During my tenure, I have served multiple terms as President and Vice-President, and as a member of our Finance, Planning and Personnel Committees. I have served as Liaison to the City Councils of Chino and Chino Hills and to the San Bernardino County Board of Supervisors. I am also the District's representative and current Chairman of the Citizens Advisory Committee for the California Institution for Men in Chino. I serve on the Citizens Oversight Committee to the Chino Valley Unified School District and am a member of the Chino Valley Lions Club.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

After serving in the US Army, I enjoyed a lengthy career in law enforcement retiring in 2004 as a Police Lieutenant. I learned early in my career, that to be an effective individual and leader, it was important to actively listen to people; to seek understanding of all sides of an issue; and make decisions based on common sense and "rightness".

My experience as an elected official has broadened my knowledge and reinforced my belief that decisions must be made based on what is right, and not on what is a personal preference.

What is your overall vision for SDRMA? (Response Required)

I see SDRMA as continuing its' journey as a successful, effective and efficient service provider through innovation, right thinking and conservative business strategies. I can visualize the organization exploring other avenues of financial endeavors that will benefit our customers.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date APRIL 21, 2011

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Bethzabe Yanez

District/Agency East Palo Alto Sanitary District

Work Address 901 Weeks Street, East Palo Alto, CA 94303

Work Phone 650-325-9021 Home Phone

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I want to serve on the SDRMA Board because risk management is one of the most important challenges facing our agency today. I've been involved in public service in various capacities in my community for the past ten (10) years and I've come to understand the importance of transparency, accountability, and fiscal responsibility. Managing risk is crucial to the success or failure of any Public Agency.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I'm currently serving as Board President on the East Palo Alto Sanitary District Board of Directors. In my position, I'm responsible for agenda preparation and the conduct of Regular Board meeting. I also serve on the District Finance Committee responsible for approving all district warrants and advising District Management on issues coming before the board. In these positions I have learned the art of negotiations and compromise to get projects developed and implemented that serve the best interest of our community. If selected, I bring my skills and commitment to the SDRMA Board.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

I offer the following skill set, that I feel will benefit the SDRMA Board if selected: Past President of the East Palo Alto YMCA, City of East Palo Alto Traffic & Transportation Commission, Board Member of the Mouton Mental Health Center, Owner Operator of Gaston & Betsy Catering Service. Also, I'm bilingual and have used my skills as an interpreter for various city agencies.

What is your overall vision for SDRMA? (Response Required)

I see the future of SDRMA as a primary source of education to member agencies leading the way in developing strategies that we can use to meet the risk management challenges of the future. While I believe the services currently being offered both crucial and important, I feel the ability to identify future agency needs and the education of member agencies is priority number one.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date

4.26.11

Special District Risk Management Authority

Board of Directors

Candidate's Statement of Qualifications

Nominee/Candidate: Terry Burkhart
District/Agency: Bighorn-Desert View Water Agency
Work Address: 622 Jemez Trail, Yucca Valley, CA 92284

Why do you want to serve on the SDRMA Board of Directors?

I believe my thirty four years experience in the insurance industry, primarily in agency commercial departments, can be of value to SDRMA. I enjoy working with my current Board of Directors and expect SDRMA to be interesting, challenging, and educational.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

Currently I am President, Bighorn-Desert View Water Agency Board of Directors, in the second year of a two year term. Other Boards include Johnson Valley Improvement Association, nine years as board member or officer; Business and Professional Women (BPW), North Orange County BPW, board member and all offices; BPW Regional board – secretary.

Instructor for Insurance Educational Association for twelve years.

Completed Special District Leadership Academy

Completed Special District Institute three part course.

Committees: BDVWA – Planning, Legislative, Engineering, Grants & Security – chair

Various ad hoc committees: Reche Basin Recharge Project

Financial/Budget

Commissioner, Mojave Pipeline Commission

Representative to Mojave Water Agency Technical Advisory

Committee

What special skills, talents or experience (including volunteer experience) do you have?

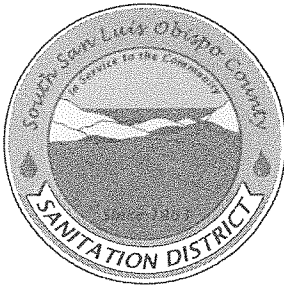
34 years in insurance industry, much as agency Commercial Department Manager. Did policy analysis for risk management consultant for large international company. Experience noted above.

What is your overall vision for SDRMA?

The name speaks for itself: "Risk Management" must be the essential goal. Providing education to clients on avoidance of loss, mitigation of loss, as a means of achieving safety goals. Prompt response to client loss situations, working with the client to control/minimize loss, and where applicable prevent future loss is vital. Satisfied clients are apt to pay more attention to loss prevention information provided them.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature Terry Burkhat Date 4-29-2011



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*
Date: July 20, 2011
Subject: Influent Pump Re-Contracting Contract Award

Recommendation:

Award a construction contract to Woeste Electric for the Influent Pump Re-Contracting Project in the amount of **\$28,790.00**.

Funding:

The Proposed FY 2011-12 Budget for 04 MBI 16 Electrical System Upgrade is **\$236,330**.

	Prior FY's	Proposed FY as of 07-06-11	Total All FYs	Proposed This Staff Report
Budget	\$ 44,037	\$ 236,330	\$ 280,367	\$ -
<u>Expenditures</u>			\$ -	\$ 28,790
Capital Equipment	\$ -	\$ -	\$ -	\$ -
Studies	\$ -	\$ -	\$ -	\$ -
Design & Survey	\$ 27,818	\$ -	\$ 27,818	\$ -
Contract Administration	\$ 16,219	\$ -	\$ 16,219	\$ -
Const Contingencies	\$ -	\$ -	\$ -	\$ -
<u>Construction</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 28,790</u>
Total Expenditures	\$ 44,037	\$ -	\$ 44,037	\$ 28,790
Remaining Budget			\$ 236,330	\$ 207,540

Discussion:

The cost for Re-Contracting the Influent Pump is a small phase of the entire project. This work was removed from the entire Electrical Upgrade Project because of the critical nature of electrically isolating each influent pump.

The construction contract for this project was selectively bid to six Electrical Companies. Two companies responded with bids that were received and opened at 12:00 pm on July 13, 2011. The results of the bid opening are as follows:

Woeste Electric	\$ 28,790.00
Smith Electric	\$ 46,517.82

Staff conducted a bid analysis to determine the lowest, responsive, responsible bidder. After analysis was completed, Staff found that Woeste Electric submitted the lowest bid and met the requirements of a responsive, responsible bidder.

Staff recommends awarding the construction contract for the Influent Pump Re-Conditioning Project to Woeste Electric in the amount of **\$28,790**.

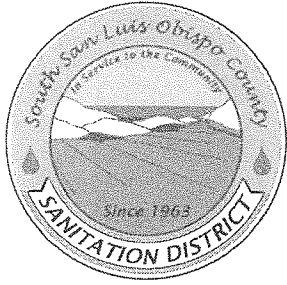


BID ANALYSIS

Client: South San Luis Obispo County Sanitation District
Project: Influent Pumps Re-conductoring

Bid Opening : July 13, 2011 at 12:00 pm
Location: Wallace Group Office - 612 Clarion Court, San Luis Obispo, CA
Engineer's Estimate: \$35,000.00

BID SCHEDULE				Woeste Electric, Inc.		Brannon, Inc. DBA Smith Electric Service		BID ITEM COST ANALYSIS						
ITEM	QTY	UNIT	DESCRIPTION	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Average	High	Low
GENERAL REQUIREMENTS														
1	1	LS	Mobilization/ Demobilization Allowance	\$2,350.00	\$2,350.00	\$1,000.00	\$1,000.00					\$1,675.00	\$2,350.00	\$1,000.00
2	1	LS	Remove & Replace conductors for four influent pumps	\$8,730.00	\$8,730.00	\$31,187.71	\$31,187.71					\$19,958.86	\$31,187.71	\$8,730.00
3	1	LS	Remove & Replace conductors for the sludge chopper pump	\$3,160.00	\$3,160.00	\$1,828.22	\$1,828.22					\$2,494.11	\$3,160.00	\$1,828.22
4	1	LS	Relocate the Junction Box inside the headworks to outside the headworks	\$11,750.00	\$11,750.00	\$11,513.52	\$11,513.52					\$11,631.76	\$11,750.00	\$11,513.52
5	1	LS	Provide conduit seal offs to the influent pump feeder conduits	\$2,800.00	\$2,800.00	\$988.37	\$988.37					\$1,894.19	\$2,800.00	\$988.37
					*									
BASE BID TOTAL					\$28,730.00		\$46,517.82					\$37,653.91	\$46,517.82	\$28,730.00
			Contingency (5%)		\$1,439.50		\$ 2,325.89							
					*		=Apparent Low Bidder							



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<http://www.sslocsd.org/>

To: Board of Directors

From: John Wallace

Date: July 20, 2011

Subject: Purchase of three 12-inch valves

Recommendation:

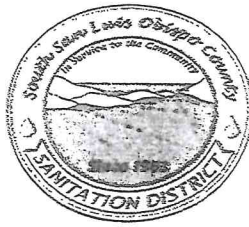
Staff recommends that the Board approve the purchase of three 12-inch flanged gate valves with hand wheel from Groeniger and Company for the estimated amount of \$5492.13 and approve attached purchase order.

Funding:

The proposed FY 2011-12 Budget, tentatively contains approximately \$56,616 in Account 19-8030. If this item is approved, \$ 51,124 would remain in that account.

Discussion:

Staff used three 12-inch valves during the FFR pump replacement project, that were dedicated for another project. These valves were replaced because they did not seat properly and staff could not stop the water flow. This order would allow the other project, influent pump replacement, to move forward.



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: 7-12--11

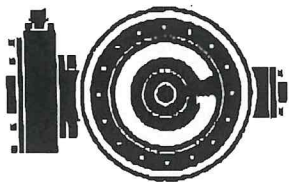
Item Description: (Three ea.) Mueller 12" Flg RW OL Gate Valves
w/H/whl

Supplier: Ferguson Ent. Inc.
Coronaigw & Co.

Cost: 5360.36 w/Tax & Freight
5492.13 w/ Tax & Freight.

Additional Information: Three new 12" Mueller Gate Valves were used
from the influent pump refurbishment project. This new valves replaced
three non-operating MG gate valves in the FFR pump replacement
project. The MG valves are over 20 yrs old.

Submitted by: Burke



Groeniger & Company

1250 West Betteravia Rd.
Santa Maria, CA 93455-1032
(805) 922-3331 Ph
(805) 922-3501 Fax

QUOTE

QUOTE DATE	ORDER NO.
07/12/11	11018724-00
P.O. NO.	PAGE #
TRINI	1

CUST.#: 1000087

SHIP TO: S SAN LUIS OBISPO CTY SANI DIS
1600 ALOHA
PO BOX 339
OCEANO, CA 93445-9735

INSTRUCTIONS	SALES REP.
	1100
SHIP POINT	SHIP VIA
SANTA MARIA BRANCH	Will Call
	SHIPPED

BILL TO: S SAN LUIS OBISPO CTY SANI DIS
1600 ALOHA
PO BOX 339
OCEANO, CA 93445-9735

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	12" MUELLER FLG RW GATE VALVE	3	EACH	1604.25	4812.75
2	12" MUELLER NRS GATE VALVE HANDWHEEL	3	EACH	60.00	180.00
FREIGHT OUT					75.00
JOB TOTAL					5067.75
					424.38
					+ TAX
Total =					5492.13

Last Page

PVC PIPE IS A VOLATILE COMMODITY IN WHICH PRICING MAY CHANGE WITHOUT PRIOR NOTICE.
UNLESS OTHERWISE STATED, PVC PIPE WILL BE PRICE AT TIME OF SHIPMENT.



FERGUSON ENTERPRISES, INC #632
4546 BROAD STREET
SAN LUIS OBISPO, CA 93401

Deliver To:
From: Stephen Geis
Comments:

13:28:41 JUL 12 2011

FERGUSON ENTERPRISES, INC.
FERGUSON ENTERPRISES, INC #632

Price Quotation
Phone : 805-541-8401
Fax : 805-546-8264

Page # 1

Bid No.....: B981990

Bid Date.....: 07/12/11

Quoted By.: SGX

Cust Phone: 805-481-6903

Terms.....: NET 10TH PROX

Customer: COUNTY OF SAN LUIS OBISPO
++++SANITATION++++
PO BOX 339
OCEANO, CA 93445

Ship To: COUNTY OF SAN LUIS OBISPO
++++SANITATION++++
PO BOX 339
OCEANO, CA 93445

Cust PO#....:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
MA23600612OL	12 FLG RW OL GATE VLV W/ H/WHL	3	1666.000	EA	4998.00
Net Total:					4998.00
Tax:					362.36
Total:					5360.36

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://woiseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.



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<http://www.sslocsd.org/>

To: Board of Directors

From: John Wallace 

Date: July 20, 2011

Subject: Mechanical Seal Repairs

Recommendation:

Staff recommends that the Board approve the purchase of Spiral Trac from Chesterton for the estimated amount of \$636.61 and approve the Chesterton service technician to train staff of the rebuilding the mechanical seals and to approve attached purchase orders.

Funding:

Spiral Tracs

The proposed FY 2011-12 Budget contains approximately \$57,730 in Account 19-8030. If this item is approved, \$57,116 would remain in that account.

Training

The proposed FY 2011-12 Budget contains approximately \$57,116 in Account 19-8030, assuming the Spiral Trac is approved. If this training is approved, \$ 56,616 would remain in that account.

Discussion:

Spiral Tracs

The mechanical seals used in the wastewater pumps, use water to lubricate and cool internal parts of the seal. Installing the Spiral Trac will extend the life of the mechanical seals by diverting material found in the wastewater, from the face of the seal.

Training

A factory representative would give hands on training to staff, on the proper installation and rebuilding of the mechanical seals used through out the plant. Staff could rebuild the seals themselves and have spare parts on the shelf at 1/5th of the cost of another mechanical seal.



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: July 13, 2011

Item Description: TRAINING- ENSURING proper installation
of mechanical seals

Supplier: c/o Chesterton
Anthony Rodriguez
8227 Moorcroft Place
West Hills, CA 91304

Cost: 500⁰⁰

Additional Information: factory rep training staff on proper
installation of split seals, how to rebuild mechanical seals
HANDS ON training

Submitted by: Bawogin



Trini Rodriguez

So. San Luis Obispo County Sanitation District

1600 Aloha Place

Oceano, CA 93445

O - 805.489.6666, F - 805.489.2765

[illegible]

Notes

Delivery on Split Seal is 5 days, Spiral Trak is 21 days ARO.

Anthony Rodriguez
8727 Moorcroft Place
West Hills, CA 91304

Tel: 818.836.1383
Fax: 818.710.8966

www.chesterton.com

TERMS AND CONDITIONS OF SALE

ANY OFFER OF SALE HEREIN IS EXPRESSLY CONDITIONED ON APPROVAL OF SUCH OFFER BY SELLER'S CUSTOMER SERVICE DEPARTMENT AND BUYER'S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS, WHICH CANNOT BE ALTERED OR AMENDED WITHOUT SELLER'S EXPRESS WRITTEN CONSENT. THE MERE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER IN ANY PURCHASE ORDER OR ANY OTHER DOCUMENTS SHALL NOT BE EFFECTIVE OR BINDING UPON SELLER AND ANY ACT BY SELLER IN MANUFACTURING OR DELIVERING ANY GOODS/ITEMS FOR OR TO BUYER SHALL NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN BUYER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

1. Prices. Seller's prices specified in this Quotation are subject to the following:
 - (a) Unless otherwise stated in writing by Seller, regardless of destination, all prices quoted are in U.S. dollars and are based on packing for domestic shipment. Packing for international shipment may result in additional charges.
 - (b) Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation from the F.O.B. point, insurance, taxes (including without limitation any sales, use or similar tax, and any tax levied on or assessed to Seller after delivery by reason of Seller's security interest in the goods/items), license fees, customs fees, duties and other charges related thereto.
 - (c) Typographical and clerical errors are subject to correction.
 - (d) Prices quoted are for the goods/items specified only and do not include technical data or proprietary rights of any kind.
2. Terms of Payment. Unless otherwise expressly stated by Seller in writing, terms are net cash 30 days from the date of invoice. Past due balances will be subject to a service charge of 1-1/2% per month (18% per annum), but not more than the amounts allowed by applicable laws.
3. Delivery. Seller shall select the means of transportation and routing except where Seller agrees in writing to follow Buyer's instructions. Unless notified to the contrary by Buyer, Seller shall insure the full value of the goods or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer's account. All shipments are F.O.B. Seller's factory at which the goods are manufactured. Risk of damage or loss is Buyer's responsibility after delivery by Seller to a carrier for shipment. Estimates of shipping dates are approximate, representing Seller's best judgment when made. Seller shall make all reasonable efforts to meet dates indicated for delivery or other performance, but Seller shall not be liable for any delays in shipping or in the time in which shipments reach Buyer.
4. Acceptance of Goods. Samples and finished goods shall be deemed approved and accepted by Buyer if written notice of rejection is not received by Seller within 10 days after date of delivery. Before any rejected goods are returned to Seller, Seller's prior written authorization and Seller's instructions regarding how and where goods should be returned must be obtained. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, ACCEPTANCE OF ANY GOODS/ITEMS FURNISHED HEREUNDER SHALL BE DEEMED TO BE ASSENT TO AND ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREIN.
5. Security Interest. Seller reserves and Buyer grants a purchase money security interest in all goods/items which are the subject of this Quotation or any contract of sale entered into pursuant hereto (and proceeds thereof) as security for the payment by Buyer of the full purchase price for such goods/items. Buyer agrees to execute such documents as Seller requests to perfect its security interest.

TERMS AND CONDITIONS OF SALE

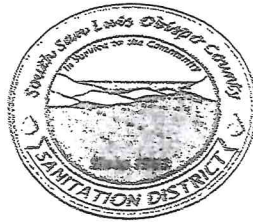
6. Cancellation. Buyer shall have no right to cancel all or any portion of its order unless it pays Seller for all costs already incurred by Seller, including the price of any goods/items or services required to fill the order already committed to by Seller, and a reasonable allowance for overhead and profit.
7. Assignment. This Quotation is issued only to the Buyer named on the face hereof. Any assignment by Buyer of this Quotation or any contract entered into pursuant hereto is void without the prior written consent of Seller.
8. Force Majeure. Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of acts of God, fire, labor troubles, accidents, acts of civil or military authorities, fuel, labor or materials shortages, or any other conditions beyond Seller's control. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its completion.
9. Severability. Any provision herein which is prohibited by the laws of any state or other jurisdiction applicable hereto shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract between the parties.
10. Survival. The following provisions of this Quotation shall survive any termination of any contract of sale entered into pursuant hereto: paragraphs 5, 11, 12 and all other provisions, rights and obligations that by their sense and context are intended to survive until performance thereof.
11. Governing Law /Forum Selection. This Quotation shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of The Commonwealth of Massachusetts. Any disputes arising out of or in connection with this Quotation shall be adjudicated only in and before the courts of the Commonwealth of Massachusetts.
12. Warranty. A. W. Chesterton Company warrants, for a period of one year from date of installation/first use or eighteen months from the original date of shipment, whichever occurs first, that its products that are the subject of this Quotation will be delivered free from defects in design, material and workmanship.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

If the Buyer notifies Chesterton of a potentially defective product within the warranty period above, and that product is determined by Chesterton to be defective, Chesterton will at its option either repair, replace or refund the purchase price of that product.

THE ABOVE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR ANY BREACH OF THE ABOVE WARRANTY. CHESTERTON SHALL NOT BE LIABLE TO THE BUYER FOR ANY OTHER COSTS, LOSSES, EXPENSES, DAMAGES OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFITS.

13. Quotation Effectiveness. This quotation shall remain effective and valid for thirty (30) days from date of issuance.
14. This Quotation is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof.



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: July 13, 2011

Item Description: Spiral Trac for Split Seal, F13000RS4000 (ESC)

Supplier: Chesterton
c/o Anthony Rodriguez
8727 Moorcroft Place
West Hills, CA 91304

Cost: 565⁻
est shipping 25⁻
TAX 46⁶¹
636⁶¹

Additional Information: the Spiral Trac will prolong the life of the
mechanical seal when using non-potable water
New mechanical seal will cost 5,000 dollars.

Submitted by: Bonhays



Trini Rodriguez

So. San Luis Obispo County Sanitation District

1600 Aloha Place

Oceano, CA 93445

O - 805.489.6666, F - 805.489.2765

[illegible]

Notes

Delivery on Split Seal is 5 days, Spiral Trak is 21 days ARO.

Anthony Rodriguez
8727 Moorcroft Place
West Hills, CA 91304

Tel: 818.836.1383

Fax: 818.710.8966

www.chesterton.com

TERMS AND CONDITIONS OF SALE

ANY OFFER OF SALE HEREIN IS EXPRESSLY CONDITIONED ON APPROVAL OF SUCH OFFER BY SELLER'S CUSTOMER SERVICE DEPARTMENT AND BUYER'S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS, WHICH CANNOT BE ALTERED OR AMENDED WITHOUT SELLER'S EXPRESS WRITTEN CONSENT. THE MERE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER IN ANY PURCHASE ORDER OR ANY OTHER DOCUMENTS SHALL NOT BE EFFECTIVE OR BINDING UPON SELLER AND ANY ACT BY SELLER IN MANUFACTURING OR DELIVERING ANY GOODS/ITEMS FOR OR TO BUYER SHALL NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN BUYER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

1. Prices. Seller's prices specified in this Quotation are subject to the following:
 - (a) Unless otherwise stated in writing by Seller, regardless of destination, all prices quoted are in U.S. dollars and are based on packing for domestic shipment. Packing for international shipment may result in additional charges.
 - (b) Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation from the F.O.B. point, insurance, taxes (including without limitation any sales, use or similar tax, and any tax levied on or assessed to Seller after delivery by reason of Seller's security interest in the goods/items), license fees, customs fees, duties and other charges related thereto.
 - (c) Typographical and clerical errors are subject to correction.
 - (d) Prices quoted are for the goods/items specified only and do not include technical data or proprietary rights of any kind.
2. Terms of Payment. Unless otherwise expressly stated by Seller in writing, terms are net cash 30 days from the date of invoice. Past due balances will be subject to a service charge of 1-1/2% per month (18% per annum), but not more than the amounts allowed by applicable laws.
3. Delivery. Seller shall select the means of transportation and routing except where Seller agrees in writing to follow Buyer's instructions. Unless notified to the contrary by Buyer, Seller shall insure the full value of the goods or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer's account. All shipments are F.O.B. Seller's factory at which the goods are manufactured. Risk of damage or loss is Buyer's responsibility after delivery by Seller to a carrier for shipment. Estimates of shipping dates are approximate, representing Seller's best judgment when made. Seller shall make all reasonable efforts to meet dates indicated for delivery or other performance, but Seller shall not be liable for any delays in shipping or in the time in which shipments reach Buyer.
4. Acceptance of Goods. Samples and finished goods shall be deemed approved and accepted by Buyer if written notice of rejection is not received by Seller within 10 days after date of delivery. Before any rejected goods are returned to Seller, Seller's prior written authorization and Seller's instructions regarding how and where goods should be returned must be obtained. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, ACCEPTANCE OF ANY GOODS/ITEMS FURNISHED HEREUNDER SHALL BE DEEMED TO BE ASSENT TO AND ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREIN.
5. Security Interest. Seller reserves and Buyer grants a purchase money security interest in all goods/items which are the subject of this Quotation or any contract of sale entered into pursuant hereto (and proceeds thereof) as security for the payment by Buyer of the full purchase price for such goods/items. Buyer agrees to execute such documents as Seller requests to perfect its security interest.

TERMS AND CONDITIONS OF SALE

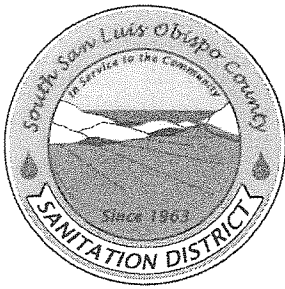
6. Cancellation. Buyer shall have no right to cancel all or any portion of its order unless it pays Seller for all costs already incurred by Seller, including the price of any goods/items or services required to fill the order already committed to by Seller, and a reasonable allowance for overhead and profit.
7. Assignment. This Quotation is issued only to the Buyer named on the face hereof. Any assignment by Buyer of this Quotation or any contract entered into pursuant hereto is void without the prior written consent of Seller.
8. Force Majeure. Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of acts of God, fire, labor troubles, accidents, acts of civil or military authorities, fuel, labor or materials shortages, or any other conditions beyond Seller's control. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its completion.
9. Severability. Any provision herein which is prohibited by the laws of any state or other jurisdiction applicable hereto shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract between the parties.
10. Survival. The following provisions of this Quotation shall survive any termination of any contract of sale entered into pursuant hereto: paragraphs 5, 11, 12 and all other provisions, rights and obligations that by their sense and context are intended to survive until performance thereof.
11. Governing Law /Forum Selection. This Quotation shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of The Commonwealth of Massachusetts. Any disputes arising out of or in connection with this Quotation shall be adjudicated only in and before the courts of the Commonwealth of Massachusetts.
12. Warranty. A. W. Chesterton Company warrants, for a period of one year from date of installation/first use or eighteen months from the original date of shipment, whichever occurs first, that its products that are the subject of this Quotation will be delivered free from defects in design, material and workmanship.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESS OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

If the Buyer notifies Chesterton of a potentially defective product within the warranty period above, and that product is determined by Chesterton to be defective, Chesterton will at its option either repair, replace or refund the purchase price of that product.

THE ABOVE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR ANY BREACH OF THE ABOVE WARRANTY. CHESTERTON SHALL NOT BE LIABLE TO THE BUYER FOR ANY OTHER COSTS, LOSSES, EXPENSES, DAMAGES OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFITS.

13. Quotation Effectiveness. This quotation shall remain effective and valid for thirty (30) days from date of issuance.
14. This Quotation is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof.



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: Michael Seitz, District Counsel
Date: July 20, 2011
Subject: Agreements for District Administrator and District Engineer

Recommendation:
The Board review and act on the attached agreements

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
DISTRICT ADMINISTRATOR
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT amends and replaces in total the original Agreement (dated March 19, 1986, between the South San Luis Obispo Sanitation District and John L. Wallace, Engineer).

THIS CONTRACT is between the South San Luis Obispo County Sanitation District, a political subdivision of the State of California (herein referred to as "District"), and John L. Wallace (herein referred to as "District Administrator"), with reference to the following recitals:

RECITALS

- A. District is a County Sanitation District organized and operating pursuant to Health & Safety Code § 4700 et seq., of the California Health & Safety Code.
- B. John Wallace is presently under contract by the District pursuant to an Agreement dated March 19, 1986, to provide services as both the District Administrator and District Engineer.
- C. The scope of work and position description are set forth in the Agreement dated March 19, 1986. This Contract constitutes an amendment to the original Agreement and constitutes a complete restatement of same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

- A. District hereby agrees to contract with John Wallace as District Administrator.
 - 1. The duties of the District Administrator are at the direction and request of the District Board of Directors and are generally described in Health & Safety Code § 4700 as follows:
 - (a) The implementation of the policies established by the Board of Directors for the operation and administration of the District.

- (b) The appointment, supervision, discipline and dismissal of the District's employees, consistent with the District Personnel Policy established by the Board of Directors.
 - (c) The overall supervision of the District's facilities and services.
 - (d) The administration of the District's finances.
 - (e) Liaison with member agencies and all regulatory agencies.
 - (f) Regularly update regulatory documents necessary to endeavor to keep the District in compliance with requirements of applicable State or Federal agencies.
- B. Both parties acknowledge that specific duties of the position may vary from time to time.
 - C. It shall be the responsibility of the District Administrator to communicate with the Board of Directors and/or District Counsel whenever there are questions or clarifications relative to the scope of work as defined in this contract.
 - D. To the extent reasonably necessary to enable the District Administrator to perform his duties hereunder, the Administrator shall be authorized to engage the services of his assistants and the District Engineer which he may deem necessary and proper to accomplish all of the above described duties.

SECTION 2. TERM

This Contract shall take effect on July 1, 2011, ("Effective Date") and shall remain in effect until terminated as provided in the following provisions:

- A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the District to terminate the services of the District Administrator at any time, subject only to the provisions set forth in Section 2C of this Contract.
 - 1. District Administrator understands and expressly agrees that he has no constitutionally protected property right or interest in his Contract as District Administrator.

- B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the District Administrator to resign at any time from his/her position with the District, subject only to the provisions set forth in Section 2C of this Contract.
- C. The District Administrator shall serve at the will and pleasure of the District Board of Directors and may be terminated with or without cause. In the event the District Administrator voluntarily resigns his position with the District, the District Administrator shall give the District thirty (30) days written notice in advance, unless the parties otherwise agree.

SECTION 3. SALARY

- 1. District agrees to pay the District Administrator for services rendered pursuant hereto on a time and material basis. These services, including those required of assistants and of the District Engineer, shall be invoiced monthly on an accrued basis. All costs associated with administration, including the use of the District Engineer's time to perform the duties under this contract, shall be invoiced under the District Administration policy.
- 2. Reimbursables will be invoiced as an additional cost.
- 3. The District Administrator shall on an annual basis at the time that the District adopts its annual budget, provide a budgetary amount that will be approved by the Board of Directors for the provision of these services. The District Administrator is required to strictly comply with the budget approved by the District Board of Directors.
- 4. The District Administrator shall incur no costs or reimbursables that are in excess of the budgetary amount without prior approval of the Board unless it is in an emergency situation, in which case any additional budgetary amount shall be presented to the Board at the earliest opportunity.

SECTION 4. PERFORMANCE REVIEW

- A. During the term of this Contract, there shall be a performance review of the District Administrator annually during the month of November.
- B. The Board of Directors reserve the right, in its discretion, to review District Administrator's performance at any time.

SECTION 5. OTHER TERMS, CONDITIONS AND RESPONSIBILITIES

The District may set other terms, conditions and responsibilities of the Contract as it may determine from time to time, relating to performance of the District Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 6. NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. South San Luis Obispo County Sanitation District
P.O. Box 339
Oceano, CA 93445
2. John Wallace
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage prepaid.

SECTION 7. GENERAL PROVISIONS

- A. District Administrator shall comply with applicable local and State requirements regarding conflicts of interest and shall avoid involvement in situations or demonstrate behavior which is inconsistent or incompatible with a position of District Administrator.
- B. District shall provide the defense of District Administrator and any support staff used in the administrative function, including the District Engineer, in any action or proceeding alleging an act or omission within the scope of the contract of the District Administrator in conformance with State law (Government Code Section 995 et seq.). District is not required to indemnify District Administrator for any illegal acts committed by District Administrator.
- C. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further

intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

- D. In the event of District Administrator's death, District Administrator's heirs, legatees, devisees, executors or legal representatives shall be entitled to all fees earned, but not paid. District Administrator and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.
- E. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.
- F. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.
- G. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.
- H. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however, that the District Administrator may not assign obligations hereunder.
- I. District Administrator shall not assign this Contract in whole or in part.

SECTION 8. Conclusion

- 1. The above Recitals are true and correct and incorporated herein by reference.

2. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

DISTRICT ADMINISTRATOR:

DISTRICT:

JOHN WALLACE

BILL NICOLLS, Chairman

DATE: _____, 2011

DATE: _____, 2011

Witness:

Approved as to form:

Secretary to the Board

MICHAEL W. SEITZ,
District Legal Counsel

DATE: _____, 2011

DATE: _____, 2011

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT PROFESSIONAL SERVICES CONTRACT FOR DISTRICT ENGINEER

THIS CONTRACT amends and replaces in total the original Agreement (dated March 19, 1986, between the South San Luis Obispo Sanitation District and John L. Wallace, Engineer).

THIS CONTRACT is between the South San Luis Obispo County Sanitation District, a political subdivision of the State of California (herein referred to as "District"), and Wallace Group (herein referred to as "Engineers"), with reference to the following recitals:

RECITALS

- A. District is a County Sanitation District organized and operating pursuant to 4700 et seq. of the California Health & Safety Code.
- B. Wallace Group is presently contracted to the District pursuant to a Contract dated March 19, 1986 for their services as District Engineers.
- C. The professional services are set forth in the Contract dated March 19, 1986. This Contract constitutes an amendment to the original Contract and constitutes a complete restatement of same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

- A. District hereby agrees to contract with Wallace Group as District Engineers to perform the following duties:
 - (1) The drafting of all Contract documents, including specifications for construction, reconstruction, maintenance or for the repair of District facilities.
 - (2) Contract Administration and inspection of all construction activities at the District including construction, reconstruction, maintenance and repair.
 - (3) Provide immediate engineering assistance when responding to District emergencies as declared by the District Administrator or Chair of the Board of Directors.
 - (4) To perform all functions required by Sanitation Engineers as defined in Health & Safety Code §§ 4739, 4748 and 4754.

- (5) To work with the District Administrator to regularly update regulatory compliance documents as required by any Federal or State Code or regulation.
- B. Both parties acknowledge that specific duties of the position may vary from time to time.
- C. It shall be the responsibility of the District Engineer to communicate with the Board of Directors and/or District Counsel whenever there are questions or clarifications relative to the scope of work as defined in this contract.

SECTION 2. TERM

This Contract shall take effect on April 1, 2011, ("Effective Date") and shall remain in effect until terminated as provided in the following provisions:

- A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the District to terminate the services of the District Engineer at any time, subject only to the provisions set forth in Section 2C of this Contract.
 - 1. District Engineer understands and expressly agrees there is no right of property interest defined or implied in this Contract.
- B. The District Engineer shall serve at the will and pleasure of the District Board of Directors and may be terminated with or without cause. In the event the District Engineer voluntarily resigns his position with the District, the District Engineer shall give the District thirty (30) days written notice in advance, unless the parties otherwise agree.

SECTION 3. SALARY

- 1. District agrees to pay the District Engineer for their services rendered pursuant hereto on a time and material basis. These services shall be invoiced monthly on an accrual basis in accordance with the attached Schedule of Fees (Exhibit "A").
- 2. Reimbursables shall be invoiced as an additional cost.
- 3. As a part of this Contract, the District Engineer shall on an annual basis at the time that the District adopts its annual budget, provide a budgetary amount that will be approved by the Board of Directors for the provision of these services. The District Engineer is required to strictly comply with the budget approved by the District Board of Directors.
- 4. District Engineer shall incur no costs or reimbursables that are in excess of the budgetary amount without prior approval of the Board unless it is in an emergency situation, in which case any

additional budgetary amount shall be presented to the Board at the earliest opportunity.

SECTION 4. PERFORMANCE REVIEW

- A. During the term of this Contract, there shall be a performance review of the District Engineer annually during the month of November.
- B. The Board of Directors reserve the right, in its discretion, to review District Engineer's performance at any time.

SECTION 5. OTHER TERMS, CONDITIONS AND RESPONSIBILITIES

The District may set other terms, conditions and responsibilities of the contract as it may determine from time to time, relating to performance of District Engineer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 6. GENERAL INDEMNITY, HOLD HARMLESS AND INSURANCE PROVISIONS

1. General Indemnity and Hold Harmless

The following applies to general liability claims other than professional liability claims:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782.8). Engineer shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Engineer or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, reasonable attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Engineer, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of such Indemnitee. In the event of any dispute between Engineer and Indemnitees, as to whether liability arises from the negligence of the Indemnitees, Engineer will be obligated to pay for the Indemnitees' defense until such time as a final judgment has been entered adjudicating the Indemnitees as negligent.

2. Indemnification Pertaining to Professional Liability (Services).

The following applies to professional liability claims where professional malpractice or breach of professional performance standards as identified in Section 10 are alleged:

- A. Engineer shall indemnify and hold harmless the South San Luis Obispo County Sanitation District, the Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever to the extent caused by the negligent acts or omissions, or willful misconduct of Engineer, its officers, employees, agents, subcontractors, or vendors in performing professional Services pursuant to this Agreement. Engineer has no obligation to pay for any of the indemnitees defense related costs prior to a final determination of liability or to pay any amount that exceeds Engineer's final determined percentage of liability based upon the comparative fault of Engineer.
- B. Nothing contained in the foregoing indemnity provisions shall be construed to require Engineer to indemnify the South San Luis Obispo County Sanitation District, against any responsibility or liability in contravention of Civil Code §2782.
- C. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Engineer from its obligations referenced in subsection A, above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Engineer, its employees, agents or Engineers, or the employee, agent or Engineer of any one of them.
- D. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Engineer from liability referenced in subsection A, above. The obligations of this article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

3. Insurance.

Engineer shall procure and maintain with insurance companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage, written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

Commercial General Liability Insurance (ISO Form CG 0001 11/85)	\$ 1 Million per occurrence \$ 2 Million in the aggregate
Commercial Automobile Liability Insurance (ISO Form CA 0001 12/90)	\$ 1 Million per accident
Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 1 Million per occurrence \$ 2 Million in the aggregate

SECTION 7. GENERAL PROVISIONS

- A. District Engineer shall comply with applicable local and state requirements regarding conflicts of interest and shall avoid involvement in situations or demonstrate behavior which is inconsistent or incompatible with the position of District Engineer.
- B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.
- C. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.
- D.. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.
- E. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

SECTION 8. NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. South San Luis Obispo County Sanitation District
P.O. Box 339
Oceano, CA 93445
2. John Wallace
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 9. CONCLUSION

1. The above Recitals are true and correct and incorporated herein by reference.
2. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

DISTRICT ENGINEER:

DISTRICT:

JOHN WALLACE

BILL NICOLLS, Chairman

DATE: _____, 2011

DATE: _____, 2011

Witness:

Approved as to form:

Secretary to the Board

MICHAEL W. SEITZ,
District Legal Counsel

DATE: _____, 2011

DATE: _____, 2011