

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

www.sslocsd.org

AGENDA

BOARD OF DIRECTORS MEETING

City of Arroyo Grande, City Council Chambers

215 East Branch Street

Arroyo Grande, California 93420

Wednesday, December 18, 2013 at 6:00 P.M.

Board Members

Matthew Guerrero, Chair

Tony Ferrara, Vice Chair

Debbie Peterson, Director

Agencies

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

Alternate Board Members

Mary Lucey, Director

Jim Guthrie, Director

Glenn Marshall, Director

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

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 which 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 Chair 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 meeting agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (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 located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) 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 modification or accommodation in order to participate at the above referenced public meeting by contacting the District Manager or Bookkeeper/Secretary at (805) 481-6903.

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 to change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

3A. Review and Approval of the Minutes of the December 4, 2013 meeting

3B. Review and Approval of Warrants

3C. Review of Financial Report ending November 30, 2013

3D. Ratification of District Manager's Contract

4. PLANT SUPERINTENDENT'S REPORT

5. BOARD ACTION ON INDIVIDUAL ITEMS:

A. PRESENTATION BY COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS

Staff recommends the Board receive a presentation by the County Director of Public Works on flood preparedness and mitigation efforts.

B. ROTATION OF DISTRICT BOARD MEETING LOCATION

Staff recommends the Board have a discussion regarding Board meeting location and direct staff to take appropriate action.

C. COLA FOR FULL-TIME STAFF

Staff recommends the Board grant a cost of living adjustment (COLA) based on the change in the Consumer Price Index for the twelve-month period from January through December, 2013.

D. KENNEDY/JENKS ENGINEERING CONSULTANT PROPOSAL

Staff recommends the Board receive and review the proposal to contract with Kennedy/Jenks Consultants as a capital project engineer.

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

B. Miscellaneous Written Communications

1. Status of Solids and Centrate Handling

7. ADJOURNMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

City of Arroyo Grande, City Council Chambers
215 East Branch Street
Arroyo Grande, California 93420

Minutes of the Meeting of Wednesday, November 6, 2013
5:30 P.M.

1. CALL TO ORDER AND ROLL CALL

Present: Chair Matthew Guerrero, Oceano Community Services District; Vice Chair Tony Ferrara, City of Arroyo Grande; Director Debbie Peterson, City of Grover Beach.

District Staff in Attendance: Paul J. Karp, Interim District Manager; Mike Seitz, District Counsel; John Clemons, Plant Superintendent; Matthew Haber, District Bookkeeper/Secretary

Others in Attendance: Rick Sweet

2. PUBLIC COMMENTS ON CLOSED SESSION

Director Guerrero opened the public comment period. There being no comments, Director Guerrero closed the public comment period.

3. CLOSED SESSION

- (1) Pursuant to Government Code Section 54957: Discussion of appointment or employment of public employee – District Manager

4. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

Counsel Seitz reported that the Board had met in closed session pursuant to Government Code Section 54957 and reviewed the proposed contract for the new District Manager and made tentative approval subject to signatures and Board approval.

The Board Members then discussed whether to treat this item as an urgency item in order to act on it at tonight's meeting. After additional discussion, the consensus of the Board Members was to ratify the approved employment contract with Rick Sweet on the Consent Calendar at the December 18 meeting.

5. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

Director Guerrero opened the public comment period. There being no comments, Director Guerrero closed the public comment period.

6. CONSENT AGENDA

3A. Review and Approval of the Minutes of the November 20, 2013 meeting

3B. Review and Approval of the Warrants

Action: Director Ferrara moved for approval, and Director Peterson seconded. The motion was carried 3-0.

7. PLANT SUPERINTENDENT'S REPORT

Plant Superintendent Clemons presented the Plant Superintendent's Report which shows that the Plant is performing solidly as evidenced by the Plant numbers being a bit lower than the previous month.

Mr. Clemons spoke about the corrective maintenance being done at the Plant, the traffic safety training class held by Staff and how Staff received training on Fats, Oils and Grease (FOG) which consisted of classroom training and a field inspection at two restaurants within the District. Mr. Clemons said that District Staff would now be in a position to perform inspections themselves. He also said that the District had hosted a lunch for the Member Agencies and that staff from the City of Pismo Beach, Nipomo and the County of San Luis Obispo had also attended. He said that there had been productive discussions.

Director Peterson asked about contracting to do the FOG work directly with the Member Agencies. Mr. Clemons said that the current situation is that the Member Agencies have a contract with the District. The work was being performed previously by District Engineering staff at that time. If at some point, the Member Agencies would like the District to perform the FOG inspections, Mr. Clemons said that District Staff will do that. Director Peterson asked if the Agencies know that that is an option. Interim District Manager Karp said that the District has told the Member Agencies that District Staff would be available, but the District has not yet received permission to perform the work. Director Guerrero said that his instinct is that, if there is a higher level of service or better cost, then the agencies would be interested in having District Staff do the work. Director Guerrero asked for this item to be agendaized. Mr. Karp said that this would be on the agenda for the last Board meeting in December or for the first meeting in January. Counsel Seitz said that he wanted to make clear that all the contracts with the District performing services for the Member Agencies are all directly with the District.

Action: The Board received and filed the Plant Superintendent's report.

8. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

B. Miscellaneous Written Communications

There was no discussion.

9. ADJOURNMENT

There being no further business to come before the Board, Director Guerrero adjourned the meeting at approximately 5:52 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
12/18/2013 FY 2013/14

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ABALONE COAST	CHEMICAL ANALYSIS	NOVEMBER	121813-8203	7078	1,920.80	1,920.80
ADAMSKI MOROSKI MADDEN CUMBERLAND & GREEN	LEGAL SERVICES	32328	4	7070	2,723.00	2,723.00
AIRFLOW FILTER SERVICE	USED OIL FILTER SERVICE	9748	5	8030	54.31	54.31
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	JANUARY	6	6025	1,003.76	1,003.76
ALLTECH COMPUTERS	NETWORKING WORKSTATIONS	2272091 2271984A	7	7015	2,010.40	2,010.40
APPLIED INDUSTRIAL TECH	FALK DRIVE PARTS	7001302914 7001311944	8	8060	1,253.85	1,253.85
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	8360221 8377095	9	7025	480.00	480.00
AT&T	TELEPHONE SERVICE	DECEMBER	10	7013	428.77	428.77
AUTOSYS, INC.	SCADA INTEGRATION	553	11	20/8010	1,472.50	1,472.50
BRENTAG PACIFIC, INC	PLANT CHEMICALS	368922	12	8050	4,342.02	4,342.02
CALIFORNIA AGGREGATE & MINING MACHINERY	CENTRIFUGE CONVEYOR	13043	13	20/8065	10,825.00	10,825.00
CENTRAL COAST WATER TRTMNT	LAB SUPPLIES FOR DECEMBER	17034	14	8040	60.00	60.00
DIAL LONG DISTANCE, INC.	LONG DISTANCE SERVICE	6347	15	7013	37.95	37.95
ENGEL & GRAY, INC.	BIOSOLIDS HANDLING	73226	16	7085	2,276.35	2,276.35
FARM SUPPLY COMPANY	SPRINKLERS	12709	17	8060	79.25	79.25
FEDEX	SHIPPING	2-488-12378	18	8045	37.77	37.77
FGL ENVIRONMENTAL	CHEMICAL ANALYSIS	384248A 384303A 384324A	19	7078	252.00	252.00
GARING, TAYLOR & ASSOCIATES	DISTRICT ENGINEERING SERVICES	12408	20	7077	1,131.93	1,131.93
GAS COMPANY	GAS SERVICE	10/29/13 - 12/02/13	21	7092	2,794.70	2,794.70
HILTI	REPLACEMENT CORD	4603136703	22	8056	28.76	28.76
JB DEWAR INC	VEHICLE FUEL	45254	23	8020	232.28	232.28
MATTHEW HABER	MEDICAL REIMBURSEMENT		24	6075	527.30	527.30
MINERS ACE	MAINTENANCE SUPPLIES	NOVEMBER	25	8060	301.65	301.65
NESTLE PURE LIFE	LAB WATER FOR NOVEMBER	13K0012917373	26	8040	137.39	137.39
PERRY'S ELECT MOTORS	60 HP MOTORS FOR FFR	16083	27	19/8061	12,497.35	12,497.35
PERS	EMPLOYEE RETIREMENT	PPE 11/29/2013	28	6060	2,861.34	2,861.34
PG&E	ELECTRICITY SERVICE	11/11/13 - 12/11/13	29	7091	12,221.25	12,221.25
SHIPSEY & SEITZ	DISTRICT COUNSEL SERVICES	NOVEMBER	30	7071	1,173.00	3,183.00
	LITIGATION			7070	2,010.00	
SLO COUNTY ENVIRONMENTAL HEALTH	HAZMAT AND AGT PERMITS	ANNUAL RENEWAL 2014	31	7068	810.99	810.99
SO CO SANITARY SERVICE	TRASH SERVICE	DECEMBER	32	7093	118.47	118.47
SPRINT	CELL PHONE SERVICE	NOVEMBER	33	7013	70.30	70.30
STANLEY SECURITY	SECURITY - JANUARY	10849573	34	7011	62.20	62.20
STATE FUND COMPENSATION	WORKERS' COMP	JANUARY	35	6080	6,079.17	6,079.17
TRINI RODRIGUEZ	PER DIEM	COLLECTIONS SYSTEM CLASS	36	7050	18.00	58.00
	FUEL REIMBURSEMENT			8020	40.00	
WALLACE GROUP	REIMBURSABLE EXPENSES	NOVEMBER	37	various	550.43	550.43
WATER ENVIRONMENT FEDERATION	MEMBERSHIP RENEWAL	JACKMAN	38	7050	202.00	202.00
SUB TOTAL					73,126.24	73,126.24
PAYROLL	PPE 11/29/2013				21,380.32	21,380.32
GRAND TOTAL					94,506.56	94,506.56

We hereby certify that the demands numbered serially from 121813-8203 to 121813-8238 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:

DATE: _____

Chairman

Board Member

Board Member

Secretary



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TO: Board of Directors
FROM: Matthew Haber, District Bookkeeper/Secretary
VIA: Paul J. Karp, Interim District Manager
DATE: December 18, 2013
SUBJECT: Monthly Financial Review (November 2013)

Overall Monthly Summary

During the month of November, the District recognized total revenues of \$327,032. Of this, \$303,922 was earned for sewer service in October with the following breakdown: \$139,853 was earned from the City of Arroyo Grande, \$88,402 was earned from the City of Grover Beach, and \$75,667 was earned from OCSD. For October, \$2,475 was earned from connection fees from Arroyo Grande, and \$2,070 was earned for the AT&T cell-tower lease for November. The City of Pismo Beach's reimbursement for its share of the triennial benthic study was received in November and amounted to \$18,566.

District operating expenses totaled \$177,493 for the month of November. Non-operating expenses totaled \$14,505.

Local Agency Investment Fund

The balance in the District's LAIF account was \$ 2,621,861 at November 30, 2013.

County of San Luis Obispo Treasury Pool

As of November 30, 2013, the reconciled cash balance with the County of San Luis Obispo Treasury Pool was \$ 1,272,326. The County issues the majority of the District's checks, and the majority of the District's revenues are deposited with this agency. As such, the County provides 'banking services' to the District and provides some accounting documents for internal control purposes.

Rabobank Funds

At November 30, 2013, the reconciled cash balance in the District's Rabobank account totaled \$24,306. This account is used to process LAIF transfers and for the issuance of payroll checks through the District's contracted payroll provider service. Funds are transferred periodically from LAIF in order to cover these expenses.

	FUND 19 OPERATING	FUND 20 EXPANSION	FUND 26 REPLACEMENT	DISTRICT- WIDE
Cash with County Treasury				1,268,262
Cash with LAIF				2,621,861
Cash with Rabobank				24,266
Cash allocated to Medical Trust				<u>4,062</u>
CONSOLIDATED CASH BALANCE				3,918,451
TOTAL DEPOSITS				
Current - County Treasury Pool				
LONG-TERM DEBT				
Energy Project Principal Amount		296,347		296,347
REVENUES:				
OPERATING				
Current	303,922			303,922
Year-to-date	1,047,963			1,047,963
NON-OPERATING				
Current Period				
FEMA Funding				
Connection Fees		2,475		2,475
Interest				
Lease Income (AT&T Cell)	2,070			2,070
Brine Disposal				
Transfers			18,463	18,463
Pismo Beach reimbursement	18,566			
Other reimbursements				
Total - Current Period	20,635	2,475	18,463	41,573
Year-to-Date				
FEMA Funding				
Connection Fees		14,850		14,850
Interest	417	1,792		2,208
Lease Income (AT&T Cell)	10,249			10,249
Brine Disposal	5,668			5,668
Transfers			55,498	55,498
Pismo Beach reimbursement	18,566			
Other reimbursements				
Total - YTD	34,899	16,642	55,498	107,039
TOTAL REVENUES:				
Current Period	324,557	2,475	18,463	345,495
Year-to-date	1,082,862	16,642	55,498	1,155,002
EXPENSES:				
Current Period	177,493	9,713	4,792	191,998
Year-to-date	882,914	25,095	55,498	963,508
Net Income (Loss) - Current Period	147,064	(7,238)	13,671	153,496
Net Income (Loss) - YTD	199,948	(8,453)	0	191,494

NEW CONNECTIONS	CURRENT NUMBER	CURRENT REVENUE	FY 2013/14 YEAR-TO-DATE	FY 2013/14 YTD REVENUE
Arroyo Grande	1	2,475	5	12,375
Grover Beach	0	0	1	2,475
Oceano	0	0	0	0
TOTAL NEW DISTRICT CONNECTIONS	1	2,475	6	14,850

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

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 Richard Sweet (herein referred to as "District Manager"), 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.

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 Richard Sweet as District Manager.
1. The duties of the District Manager 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 Manager 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 January 1, 2014, ("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 Manager at any time, subject only to the provisions set forth in Section 2C of this Contract.
 - 1. District Manager understands and expressly agrees that he has no constitutionally protected property right or interest in his Contract as District Manager.
- B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the District Manager 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 Manager 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 Manager voluntarily resigns his position with the District, the District Manager shall give the District thirty (30) days written notice in advance, unless the parties otherwise agree.

SECTION 3. SALARY

- A. District agrees to pay the District Manager for services rendered at a biweekly rate of \$1,900, which entitles the District to an average biweekly allocation of 12 work hours.
- B. Reimbursables will be invoiced as an additional cost.

SECTION 4. PERFORMANCE REVIEW

- A. The Board of Directors reserves the right, in its discretion, to review District Manager's performance at any time.

SECTION 5. OTHER TERMS, CONDITIONS AND RESPONSIBILITIES

- A. 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 Manager, 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

- A. 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 93475

Richard Sweet
551 Amber Lane
Santa Maria, CA 93454

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 Manager shall comply with applicable local and State requirements regarding conflicts of interest and shall avoid involvement in situations or demonstrate behavior that is inconsistent or incompatible with a position of District Manager.
- B. District shall defend and indemnify the District Manager in any action or proceeding alleging an act or omission within the scope of the contract of the District Manager in conformance with Government Code Section 995 et seq. District is not required to indemnify the District Manager for any illegal acts or intentional wrong doing committed by the District Manager
- 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 Manager's death, District Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to all fees earned, but not paid. District Manager 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.
- I. District Manager shall not assign this Contract in whole or in part.

SECTION 8. Conclusion

- A. The above Recitals are true and correct and incorporated herein by reference.
- B. 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 MANAGER:

DISTRICT:

RICHARD SWEET

MATTHEW GUERRERO, Chairman

DATE: _____, 2013

DATE: _____, 2013

Witness:

Approved as to form:

Secretary to the Board

MICHAEL W. SEITZ,
District Legal Counsel

DATE: _____, 2013

DATE: _____, 2013



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Staff Report

To: Board of Directors
From: John L. Clemons, Plant Superintendent
Via: Paul J. Karp, Interim District Manager
Date: November 20, 2013
Subject: Plant Superintendent's Report

Chart 1 – Plant Data

Oct. 2013	FLOW MGD	Peak MGD	INF BOD mg/L	EFF BOD mg/L	INF TSS mg/L	EFF TSS mg/L	Fecal Coli	Cl2 lbs/day	
Average	2.45	4.2	354	26.6	376	29.8	<9	229	
High	2.69	5.6	975	49.0	414	43.0	80	354	
Limit	5.0			40/60/90		40/60/90	2000		
Nov. 2013									
Average	*2.44						*<7	*193	
High	*2.71						*28.4	*250	

* Thru December 12, 2013

Limit – 40/60/90 represent NPDES Permit limits for the monthly average, weekly average, and instantaneous value for plant effluent BOD and TSS.

Corrective Maintenance

- Removed, repaired, and reinstalled sludge mixing pump.
- Troubleshoot boiler problem. Replaced igniter and ignition module.
- Installed new Helena Strainers at reuse water station.
- Recalibrated CL2 analyzer.
- Calibrated ferric pump.
- Pumped down sump pits.
- Drained #2 primary clarifier.

Safety

- Staff attended a safety meeting on the Globally Harmonized System of Classification and Labeling of Chemicals.
- Tailgate meeting was held prior to removal of the digester mixing pump.

Training

- Superintendent John Clemons and Safety Officer Billy Romhild attended an OSHA Compliance Seminar hosted by Fred Pryor Seminars.
- Trini Rodriguez attended a class on Collections System management.
- Superintendent Clemons attended an Emergency Response training Session hosted by SLO County Public Works Dept.

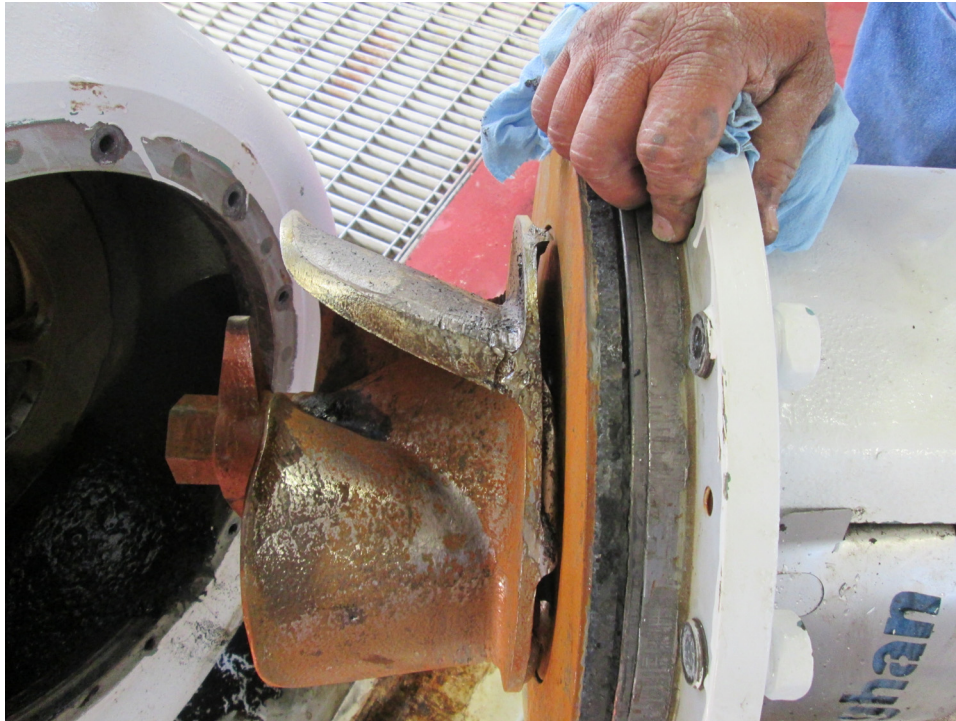
The District lab has received written authorization to expand testing to BOD, TSS and Coliform testing from the California Environmental Laboratory Accreditation Program. We will be discontinuing regular testing from contract laboratories. All operations staff will be thoroughly trained in all testing procedures.

Staff has completed the updating of existing SOPs.

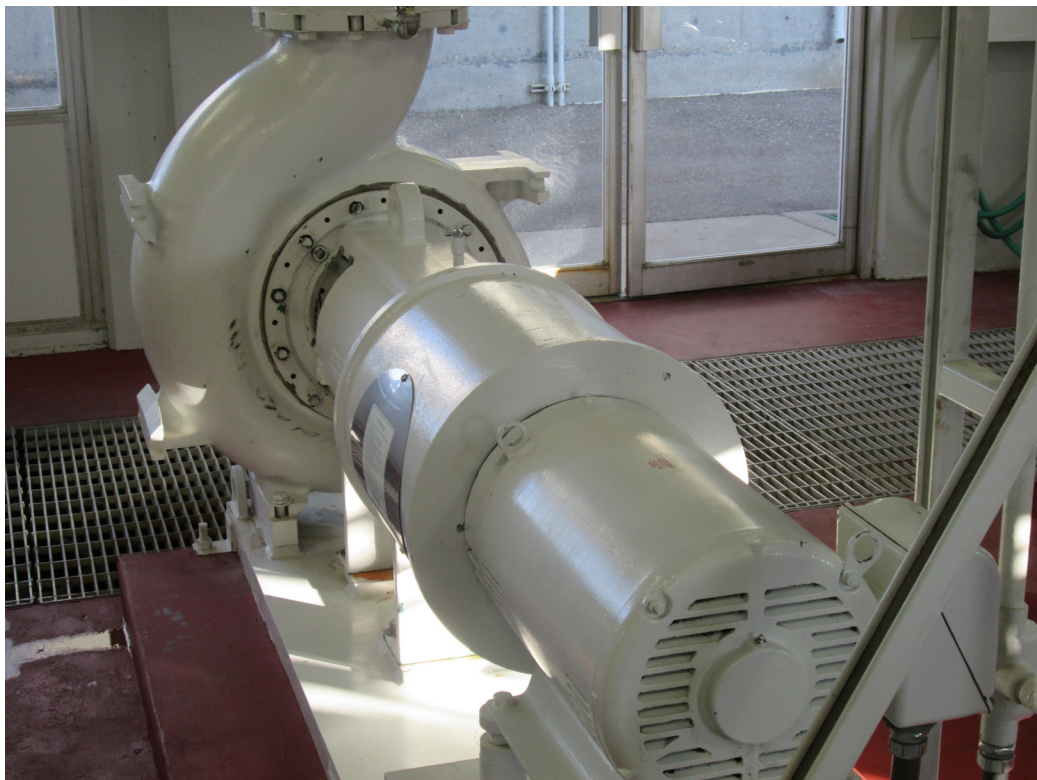
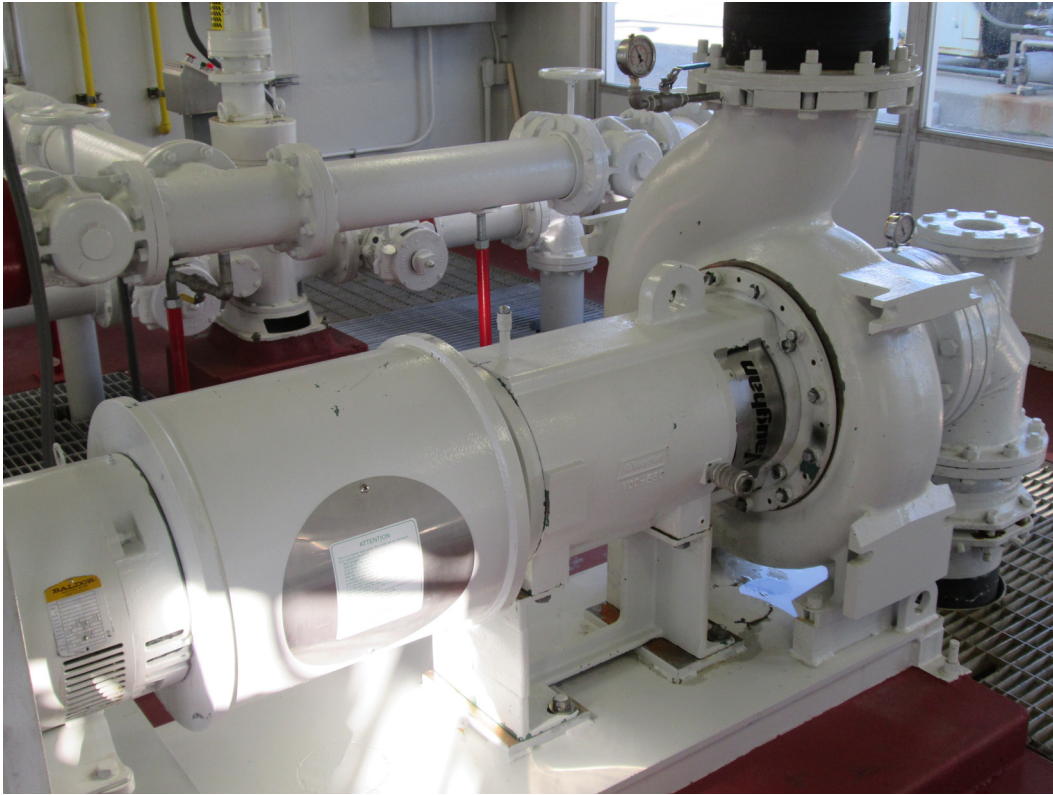
The SCADA cabinet is due to be installed on Monday, December 16th. Staff will review the Drawings and diagrams with the consultant on December 23rd. After review, staff will begin wiring installations.

Plant operations continue to run smoothly to this point. Staff continues to develop a solid maintenance program.

John Clemons
Superintendent









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Staff Report

To: Board of Directors
From: Paul J. Karp, Interim District Manager
Date: December 18, 2013
Subject: Flood Mitigation Efforts in the Oceano Lagoon Area

Recommendation:

It is the staff recommendation that the Board of Directors receive a presentation from the County of San Luis Obispo Director of Public Works regarding flood preparedness and mitigation efforts with regard to the Oceano area surrounding the wastewater treatment facility.

Discussion:

Last August, the Board of Directors received and discussed a July 25, 2013 letter from Mr. Paavo Ogren on the above stated subject. At that time, Staff was directed to invite the County Director of Public Works to attend a future Board meeting to address the subject and respond to questions regarding the work planned and performed on the operations and maintenance of the public flood control infrastructure, as well as the biological resource assessment of the Meadow Creek Lagoon and sandbar management program.

In November, the Department transmitted materials on the subjects to the members of the Zone 1/1A Advisory Board. The SSLOCSD Directors were copied on these publications at that time. The sandbar management plan focuses on the sandbar at the mouth of the Arroyo Grande Creek, examining the variables that determine the height of the sandbar, which in turn establishes the level of the lagoon, and the relationship to the level of the water in the Meadow Creek Lagoon. The Sand Canyon flap gate analysis looks at the potential alternatives for improving the operation of the existing flap gates that control backflow from the Arroyo Grande Lagoon into the Meadow Creek Lagoon.



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

www.sslocsd.org

Staff Report

To: Board of Directors
From: Paul J. Karp, Interim District Manager
Date: December 18, 2013
Subject: Rotation of District Board Meeting Location

Recommendation:

It is the Staff recommendation that the Board discuss future Board meeting locations and direct staff to take appropriate action.

Funding:

N/A

Discussion:

At the May 15, 2013 District Board meeting, the Directors approved the semiannual rotation of Board meeting locations. With the last meeting in December slated to be the last meeting held in the Arroyo Grande City Council Chambers before the changeover to the Oceano Community Services District's Boardroom, Staff now seeks further input from the Board regarding this rotation.



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Staff Report

To: Board of Directors
From: Paul J. Karp, Interim District Manager
Date: December 18, 2013
Subject: Cost of Living Adjustment for Full-Time Staff

Recommendation:

It is the Staff recommendation that the full-time staff be granted a cost of living adjustment based on the change in Consumer Price Index for the twelve-month period from January through December, 2013.

Funding:

Funding adequate for adjustment was placed in the budget, should the Board of Directors choose to grant the proposed increase. Funding will come from Fund 19 Accounts 6030 and 6040.

Discussion:

Last February, the Board approved a retroactive equity adjustment of salaries in the amount of 5%. Within the agenda report prepared for that item, the District Administrator listed many projects performed in-house by the Staff, indicating that such work was not only significant, but in many cases extraordinary when compared to the vast majority of sewer treatment agencies in California. As the Directors are well aware from this year's monthly reports, the staff has not reduced its effort to perform major work items in addition to normal operations and maintenance activities during the last twelve months. The plant continues to meet regulatory standards, while the Staff has been able to reduce significantly the volume of chemicals exhausted to accomplish the removal and disposal of the waste materials prior to ocean discharge of the effluent.

Within the agenda report prepared recommending the salary increases, the Administrator stated that the District's operators were at that time paid on an average of 7% lower wages than the agencies surveyed. In order to hold place with the wages paid at other local sewer treatment agencies, a COLA is appropriate. Should the Board of Directors agree with the recommendation, the appropriate resolution should be prepared for adoption in January, 2014. Without consideration of the CPI number for

November and December, the calculation is 2.933%. Incorporating the number for November and December could change the result of the calculation only marginally up or down. The actual twelve-month number will be used to calculate the salary levels for the January resolution.

It may be beneficial to put this CPI calculation into context and to demonstrate how it would affect the District's bottom line. If the CPI of 2.933% were applied to projected calendar year 2013 wages, this would result in an additional expense to the District of about \$16,000 for the entire year.



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Staff Report

To: Board of Directors
From: Paul J. Karp, Interim District Manager
Date: December 18, 2013
Subject: Transmittal of Draft Contract for Employment of a Capital Project Engineer

Recommendation:

It is the staff recommendation that the Directors receive and review the attached proposal to employ a capital project engineer, Kennedy/Jenks Consultants, to perform pre-design and support engineering for the District for the amount of \$54,690.

Funding:

It is recommended that funding for District Engineering related to capital improvement and replacement projects come from Fund 20 Account 8065. This account began the Fiscal Year with \$1,392,000. To date, \$13,659 has been expended from this account, leaving \$1,378,341 available.

Discussion:

Shannon Sweeney is performing our District engineering in association with Jim Garing. Bartle Wells is performing the District financial planning and supporting the Board and Staff to present to the public the District plans to finance the construction of necessary redundancy and capital maintenance projects. The financing for the works will require modification to the District rate and fee structure. The District must comply with Proposition 218 requirements should it be necessary to increase the rates.

Preliminary engineering studies have been performed to assess the plant needs and expected regulatory standards that will be in place when construction commences. Mrs. Sweeney has been commissioned to begin the process of drafting the next phase of permit revisions that must be submitted to the District's regulatory agencies next year. After the Proposition 218 process and the associated workshop that is planned with the Board of Directors to discuss the District capital needs, Staff expects to need help to move to the next step: employment of a capital project engineer to perform design and permitting of the project, preparation of bid documents, assignment of the construction management.

During the past few years, the District has employed Kennedy Jenks (K/J) to perform capital project planning for plant processes. The studies performed and reported to the Board have stood

up well to public, as well as peer reviews. Ms. Sweeney, Mr. Garing and District Staff have reviewed the K/J reports of 2005 and 2008, as well as the Carollo 2010 review. If we were to follow the recommendations stated in these reports and consider the input we have received from

our regulators, the District should already be in the final phases of construction. The operational changes approved by the Board and completed by Ms. Sweeney and the operations staff, as well as the commencement of the financial plan have relieved some of the pressure, but we believe the lack of process redundancy leaves the plant reliability at risk. K/J has worked well with the District Board and Staff over the decades since John Jenks designed the original plant and subsequent expansion project. K/J is an engineering consultant committed to facilitating agency needs. K/J Staff have been advised and agree with the immediate District Staff goals to produce quality effluent prior to ocean discharge using minimal capital outlay for operations and a high level of maintenance, all the while trying to maximize return for every dollar spent towards capital improvement. The firm has maintained an excellent reputation with our regulatory agencies' staffs and understands the intricacies involved in permitting a plan our Board selects to move forward. K/J has been asked for a proposal to do the work that is necessary at this time as described in the following paragraph.

The consultant must review the September 10, 2004 Waste Discharge Requirements (WDR), including the monitoring and reporting program; the "Long Range Plan Wastewater Treatment Plant Improvements," Kennedy/Jenks Consultants, July 2005; the "Long Range Plan Activated Sludge System Preliminary Design Report," Kennedy/Jenks Consultants, 2008; the "Preliminary Design Report Peer Review (Final)" by Carollo Engineers, February 2010; the Letter of March 2, 2010, by Carollo Engineers regarding power analysis, including the May 1, 2013 staff report regarding pro forma and supporting documents on status of District finances, and others that Mrs. Sweeney may choose to send to them; meet with Mrs. Sweeney and Staff to discuss potential project options and components; select and recommend the most appropriate project including all appropriate components to meet projected discharge requirements over a twenty year horizon; estimate costs for the selected project, including, construction, design, survey, bid analysis, preparation and mailing of contracts, construction management, staking, record keeping, reporting to the Board, and project close out; and provide an estimate of operating and maintenance costs on an annual basis for the selected project, over and above existing O&M costs, to include added personnel (if any), power and supplies/materials required for the new project. This estimate needs to be calculated for each year of a twenty-year period starting at project completion and must reflect the effect of inflation. This work will compliment the spreadsheet prepared for and presented to the Board by Mrs. Sweeney and the District Bookkeeper. Kennedy Jenks has proposed to perform this work at a cost of \$54,690. Design and subsequent construction of the project eventually selected by the Board will commence after implementing the recommendations of our financial consultant. Jim Garing will be present at the meeting to respond to any questions the Board may have of the engineering nature.

If approved by the Board of Directors, the work will be completed under the agency's standard consultant agreement under direction of the District Manager.

Attachment:

Proposal for Professional Services – Preliminary Engineering for District CIP

Kennedy/Jenks Consultants

Engineers & Scientists

2191 East Bayshore Road, Suite 200
Palo Alto, California 94303
650-852-2800
FAX: 650-856-8527

3 December 2013

Paul Karp
Interim District Manager
South San Luis Obispo Co. Sanitation District
1600 Aloha Ave.
Oceano, CA 93445

Subject: Proposal for Professional Services
So.SLOCo.SD – Preliminary Engineering for District CIP
K/J 13680XX*00

Dear Paul:

We are pleased to submit this proposal to provide professional services for preliminary engineering for the Wastewater Treatment Plant (WWTP) Capital Improvement upgrades to provide for redundancy of processes and deferred maintenance.

Scope of Services

Per your request for a proposal, the scope of our services is described as follows:

Phase 1 Review Existing Documentation

For this phase we will review existing documentation for the current waste discharge requirements and reports prepared for the South San Luis Obispo County Sanitation District (District) on the need for upgrading and expanding existing facilities. The following is a list of known reports and letters that will be reviewed:

- Waste Discharge Requirements Adopted September 10, 2004; and Attachment E – Monitoring and Reporting Program
- Long Range Plan Wastewater Treatment Plant Improvements, Kennedy/Jenks Consultants, July 2005
- Long Range Plan Activated Sludge System Preliminary Design Report, Kennedy/Jenks Consultants, 2008
- Preliminary Design Report Peer Review (Final) Carollo Engineers, February 2010
- Letter of March 2, 2010; Carollo Engineers regarding Power Analysis
- May 1, 2013 Staff Report regarding Pro Forma and supporting documents on status of District finances
-

Documents to be reviewed will be provided to Kennedy/Jenks by District Staff.

Paul Karp
So. SLO Co. SD
3 December 2013
Page 2

Phase 2 Meeting with District Staff

For this phase we will meet with District Staff at the WWTP between the hours of 10:00 AM to 3:00 PM to discuss potential project options and components. The date of the meeting will be established through coordination with the District Manager.

Phase 3 Selection of Project

Kennedy/Jenks will recommend a project to the District based on our review of the existing material, knowledge of the existing facilities, and preferences of District staff as determined during Task 2. The recommended project will include the appropriate components to meet current discharge requirements and the projected discharge requirements over a 20- year horizon. A Technical Memorandum will be prepared under this work phase to document the project screening process and the recommendation. The Opinions of Probable Cost as developed in Phases 4 and 5 will also be documented in the Technical Memorandum.

Phase 4 Opinions of Probable Cost

In Phase 4, Kennedy/Jenks will develop Opinions of Probable Cost for the following components of the project selected in Phase 3:

- Construction of the selected Project
- Design of the selected Project
- Project Survey
- Bid Support
 - o Requesting Bids
 - o Answering Bidders Questions
 - o Bid Opening
 - o Analyzing Bids
 - o Recommend Bid Award
 - o Prepare Construction Contract
- Construction Management
 - o Construction Staking
 - o RFI's
 - o Submittal and Shop Drawing Review
 - o Change Order Preparation
 - o Construction Observation/documentation
 - o Attendance at three Board Meetings during Construction
 - o Project Closeout

Costs developed as part of this work phase will be based on assumptions that will be documented and have an accuracy level that reflects the level of known details at the conceptual level of the project. The accuracy level at the conceptual level is +50% to -30% as defined by AACE International (American Association of Cost Engineering.)

Paul Karp
So. SLO Co. SD
3 December 2013
Page 3

Task 5 Operations and Maintenance (O&M) Cost

Based on the selected project, we will prepare an opinion of the probable cost for the additional O&M costs that will be associated with the expanded facility for a 20 year period. The estimated O&M costs for the upgraded facility will include the additional labor, power, supplies and materials above what would be required for O&M for the existing facility. These projected costs will be estimated to a level of accuracy equivalent to the project costs developed in Phase 4.

Basis of Compensation

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with our Schedule of Charges dated 1 January 2013, attached. Payments shall be made monthly based on invoices which describe services and list actual costs and expenses.

We have prepared a Proposed Fee Estimate spreadsheet which is attached. Based on our estimate of services required, we propose a budget of \$54,690 for the basic services, Tasks 1 through 5, which will not be exceeded without authorization. The budget may be increased if necessary to complete the scope of work. We will notify you prior to expenditure of 80 percent of the budget if the need for a budget increase is anticipated. We will not be obligated to continue providing services upon expenditure of authorized funding if the increased budget needed to complete the scope of work is not authorized.

Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated 1 January 2007 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.

Paul Karp
So. SLO Co. SD
3 December 2013
Page 4

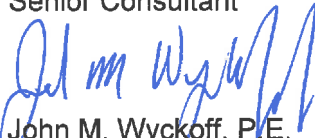
If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.


John H. Jenks, P.E.
Senior Consultant


John M. Wyckoff, P.E.
Vice President

AUTHORIZATION:

CLIENTCOMPANYNAME

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Enclosures

cc: file

Client/Address: South San Luis Obispo Co. Sanitation District
1600 Aloha Ave.
Oceano, CA 93445

Kennedy/Jenks Consultants

Contract/Proposal Date: 3 December 2013

Schedule of Charges

January 1, 2013

Personnel Compensation

Classification	Hourly Rate
CAD-Technician	\$110
Designer-Senior Technician	\$140
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$135
Engineer-Scientist-Specialist 3	\$155
Engineer-Scientist-Specialist 4	\$170
Engineer-Scientist-Specialist 5	\$185
Engineer-Scientist-Specialist 6	\$205
Engineer-Scientist-Specialist 7	\$230
Engineer-Scientist-Specialist 8	\$240
Engineer-Scientist-Specialist 9	\$245
Project Administrator	\$100
Administrative Assistant	\$85
Aide	\$65

~~In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.~~

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2013 through December 31, 2013. After December 31, 2013, invoices will reflect the Schedule of Charges currently in effect.

Client: South San Luis Obispo Co. Sanitation District, 1600 Aloha Ave., Oceano, CA 93445

Contract/Proposal Date: 3 December 2013

Standard Conditions

January 1, 2007

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT; WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

January 1, 2007

Standard Conditions (Page 2)

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: So. SLO Co. SD
PROJECT Description: Preliminary CIP Engineering
Proposal/Job Number: _____ Date: 12/2/2013

[illegible]



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

www.sslocsd.org

Memorandum

To: Board of Directors
From: Paul J. Karp, Interim District Manager
Date: December 18, 2013
Subject: Status of Solids and Centrate Handling: Centrifuge Retrofits

Recommendation:

It is the staff recommendation that the Directors receive and file this report regarding the updated method of solids and centrate handling at the plant.

Funding:

Funding for solids handling is budgeted under Fund 20 Account 8065.

Discussion:

A couple of years ago, the District received a notice of violation that included criticism of the method Staff used to manage solids discharged from the centrifuge onto an unpaved portion of the property adjacent to the newly constructed building located near the headworks of the plant. The previous administration had elected to eventually pave the area but budgeted for rental of a dump truck to collect the solids discharged in lieu of discharging the material onto the ground. This practice was far less expensive than paving the acreage behind the centrifuge building. Since that time, the District had been renting a vehicle at a cost of \$1,953 per month.

When preparing the budget for this fiscal year, Staff looked at the options of purchasing a new or used vehicle instead of paying the monthly lease charges. While Staff reviewed the plant operations with Engineer Shannon Sweeney, an idea was fleshed out that included reinstallation of the centrifuge so that it would discharge solids in a location that is paved on the opposite side of the building between the building and the existing sludge drying beds. During the same brainstorming sessions, Staff also decided to spread the centrate (liquid portion of the centrifuge discharge containing high concentrations of ammonia) through the sludge drying beds prior to directing the liquid back into the headworks for retreatment (the current practice when the plant is not adversely affected by the ammonia). This alternative liquid discharge will mitigate negative impacts of discharging directly into the headworks during certain times of the

year when such high ammonia can upset the ongoing biological treatment within the downstream reaches of the process.

During the last few months, Staff performed the reinstallation of the centrifuge and installed the necessary piping to convey the centrate to the headworks via discharge through the drying beds. Although the new orientation of the centrifuge facilitates a very workable location for the loading of the material into the vehicles provided by the District service provider that removes the solids and composts it at another location, a much more elegant solution will be completed right after the first of the year. Staff has located a used conveyor that will be purchased and set up between the centrifuge and the sludge drying beds. This will move the solids portion of the centrifuge discharge into the drying beds that are closest to the building. The material will be loaded and removed just as it is during the summer months when the Staff uses the drying beds to dewater the digested material. This operation will preclude the necessity to use the paved area between the centrifuge and drying beds for discharge and loading of the material.

The centrifuge retrofits have provided long-term flexibility and superior operations for the disposal of both the liquid and solid discharges from the centrifuge. The work for both projects was completed using in-house district Staff, and the cost to install the new solids handling system is below the amount budgeted for one year of vehicle lease.

Our Bookkeeper provides the following recaps of costs for Board review:

Labor to reinstall the centrifuge to discharge toward the drying beds:	\$3,945
Purchase price for the used conveyor system:	\$10,825
Total expense to-date for retrofit to handle solids:	\$14,770

Note: Remaining expenditures include engineering costs, materials and supplies expenses and labor to install conveyor system

Expense for material to re-pipe centrate to drying beds:	\$5,490
Labor to install piping:	\$2,191
Grand total expense to complete the retrofit to handle centrate:	\$7,681