



# **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, December 21, 2011 at 12:30 PM**

## **PLEASE NOTE CHANGE OF MEETING TIME**

### **Board Members**

Bill Nicolls, Chairman

Lori Angello, Director

Tony Ferrara, Director

### **Alternates**

Karen Bright, Director

Matthew Guerrero, Director

Jim Guthrie, Director

### **Agencies**

City of Grover Beach

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

Oceano Community Services District

City of Arroyo Grande

## **1. CALL TO ORDER AND ROLL CALL**

## **2. 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 December 7, 2011 meeting**

**3b. Review and Approval of Warrants**

**3c. Financial Report ending November 30, 2011**

**4. PLANT SUPERINTENDENT'S REPORT****5. BOARD ACTION ON INDIVIDUAL ITEMS:**

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

Staff recommends the Board receive the report and provide directions to staff

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

Staff recommends the Board adopt Resolution 2011-295 establishing a noncompliance fee in accordance with the Fats, Oils, and Grease (FOG) Ordinance, Ordinance No. 2008-01, Article 6.

**C. AUTOMATIC EXTERNAL DEFIBRILLATOR**

Staff recommends the Board approves the purchase of an Automatic External Defibrillator (AED) and related training from Titan Industrial and Safety Supply in the amount of **\$1,941.23**

**D. 04 MBI 03 – ANNUAL INFLUENT GRINDER MAINTENANCE**

Staff recommends the Board approve the payment of **\$4,702.00** to JWC Environmental (JWCE) to become current on Grinder Unit 2's "Monster Care" service contract.

**E. PURCHASE OF THREE 12" VALVES**

Staff recommends the Board approve the purchase of three (3) 12 inch Mueller gate valves from Ferguson Inc. in the amount of **\$5,360.36**.

**F. DRAFT OF DISTRICT EMERGENCY RESPONSE PLAN**

Staff recommends the Board receive presentation and review draft of the District Emergency Response Plan (materials will be distributed at the meeting)

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

- 1) Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9; 1 case  
Mascolo v SSLOCSD et.al.
- 2) Conference with Legal Counsel regarding significant exposure to litigation pursuant to Government Code section: § 54956.9 subdivision b; 1 case
- 3) Closed Session pursuant to Government code section 54957:  
public employee performance evaluation  
Title: District Administrator

8. **RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION**
9. **MISCELLANEOUS ITEMS**
  - a. Miscellaneous Oral Communications
  - b. Miscellaneous Written Communications
10. **ADJOURNMENT**

# **SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

Oceano Community Services District  
1655 Front Street  
Oceano, CA 93445

Minutes of Wednesday, December 7, 2011  
6:00 P.M.

## **1. CALL TO ORDER AND ROLL CALL**

Present: Chairman Bill Nicolls, City of Grover Beach; Tony Ferrara, City of Arroyo Grande;  
Matthew Guerrero, Oceano Community Services District.

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

## **2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA**

There were no public comments.

## **3. CONSENT AGENDA**

A. Review and Approval of Minutes from the Meetings of November 2, 2011 and November 16, 2011.

B. Review and Approval of Warrants.

**It was moved by Director Ferrara, seconded by Director Nicolls to approve the Minutes from the Meeting of November 2, 2011 and Consent Agenda Item 3B. Motion carried 2-0.**

**It was moved by Director Guerrero, seconded by Director Nicolls to approve the Minutes from the Meeting of November 16, 2011. Motion carried 2-0.**

**It was moved by Director Ferrara, and seconded by Director Nicolls to approve the warrants; motion carried 3-0.**

## **4. PLANT SUPERINTENDENT'S REPORT**

Plant Superintendent Barlogio reported that the Plant has been running well. The average effluent BOD was 25 mg/L for November. Total Suspended Solids (TSS) was 28 mg/L. The limit is 40 mg/L. 7-day median fecal coliform was 8 MPN with a limit of 200 MPN.

Plant Superintendent Barlogio pointed out that chlorine usage has been reduced to a point where the District is saving about \$640 per day. Administrator Wallace explained how the work of Plant Superintendent Barlogio, District Staff and Staff Engineer Bill Lindahl has led to decreased chlorine use through the fine-tuning of the control system. Plant Superintendent Barlogio said that the flash mixer had also been rebuilt.

Chairman Nicolls asked about the trunkline samplers. The initial data are presented in Plant Superintendent Barlogio's report. Administrator Wallace said that there is no definitive pattern in the data at this time.

## 5. BOARD ACTION ON INDIVIDUAL ITEMS

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

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

Director Ferrara pointed out that the agreement presented is from 2007 and requested that the District receive an updated agreement. Chairman Nicolls agreed that this issue should be brought back to the Board at a subsequent meeting. Director Ferrara suggested that the District contact CalEMA which has subsequently replaced the California Office of Emergency Services.

## B. SERVICE CHARGES/RATE STUDY UPDATE

Administrator Wallace presented an update on the rate study from 2006. The rate consultant had used information given by the member agencies to predict revenues based upon the proposed rate increases. Actual revenues have been \$645,000 less than anticipated over a five year period.

A field analysis was conducted wherein every customer location was reviewed. About 650 discrepancies were found between what was billed versus what should have been billed. Vacancies and foreclosures could account for some of these differences. 4% of customers overall were found not to have been assigned a billing classification and 2% had been misclassified. The problem was compounded by the agencies' different billing systems. The accounting staff at the three member agencies had been contacted to determine ways to change the accounting systems to facilitate a more accurate examination of billings.

OCSD has begun using new billing software. The City of Arroyo Grande is looking into using a billing module which would allow the generation of electronic billing reports to meet District needs. The City of Grover Beach currently cannot generate electronic data older than one month.

Staff recommended that the Board direct staff to continue to work with the member agencies to develop standard billing reports which would contain District billing information and to approve a Budget Adjustment to the Operating Fund in order to cover the costs of the Member Agencies' software revisions in the amount of \$15,000.

**It was moved by Director Guerrero, seconded by Director Ferrara, to approve the staff recommendation for a Budget Adjustment in the amount of \$15,000 to Fund 19 for costs in developing standard billing reports from the Member Agencies. Motion carried unanimously.**

## C. CONSIDERATION OF FEE FOR NON-COMPLIANCE TO THE FATS, OILS, AND GREASE ORDINANCE

Administrator Wallace presented the staff recommendation that the Board consider an amendment to the FOG ordinance which would allow for a non-compliance fee of \$125.

Chairman Nicolls discussed three levels of charges to help offset costs for the annual FOG permit. Director Ferrara added that the District should issue a Notice of Violation and then give the business thirty days to fix the violation. If it is not corrected after thirty days, then a fee would be assessed. Discussion ensued regarding different potential fee structures with the

need to keep the goals and objectives of the FOG program should be kept in mind.

Administrator Wallace said the District must have a FOG program because it is required as part of the District's permit with the Water Board. The benefits of the FOG program result in the reduction in grease plugs which has led to reduced maintenance costs for the three member agencies.

Director Ferrara said there could be more done towards informing the public about the FOG program such as advertisements and presentations at the Chambers of Commerce. Administrator Wallace replied that flyers, which explain the FOG program, have been placed on the counters of the member agencies and fact sheets have also been given to every FSE. Counsel Seitz suggested that the public relations side of the FOG program be brought back to the Board to discuss ways of getting the message out that the program exists and of informing the FSEs of the potential consequences for non-compliance.

Administrator Wallace suggested that the Board adopt Alternative #2 which stipulates that there will not be a fee assessed for non-compliance at the time of inspection, but a fee will be assessed at the time of re-inspection if the FSE is still non-compliant.

It was agreed that an ordinance amendment would be brought back to the Board at a subsequent meeting.

#### D. CLARIFIER DRIVE AND ASSOCIATED EQUIPMENT PURCHASE

Administrator Wallace presented the staff recommendation that the Board approve the purchase of a new Clarifier Drive Unit and associated equipment from Ovivo USA in the total amount of \$59,362.87.

Administrator Wallace said the present drive is past its useful life, and its failing could lead to non-compliance. Different manufacturers were contacted, but there are potential problems with fitting the "bridge" to the drive unit if a different manufacturer is used. Plant Superintendent Barlogio spoke about how using a single source for purchasing is necessary in this case.

**It was moved by Director Guerrero, seconded by Director Ferrera, to approve the staff recommendation that the Board approve the purchase of a New Clarifier Drive Unit and associated equipment from Ovivo USA in the amount of \$59,362.87 and adopting the findings requiring a sole source purchaser. Motion carried unanimously.**

#### E. ELECTRIC WIRING UPGRADE

Plant Superintendent Barlogio presented the staff recommendation that the Board approve the purchase of electrical wire from Royal Wholesale Electric Supply of Santa Maria in the expected amount of \$11,518.41.

Plant Superintendent Barlogio said that the wiring to the FFR pumps is necessary to be upgraded to the properly sized wire. Additional wiring would be run out to the FFR pumps to accommodate a potential third pump which would be used for redundancy.

**It was moved by Director Guerrero, seconded by Director Ferrera, to approve the staff recommendation that the Board approve the purchase of electrical wire from Royal Wholesale Electric Supply of Santa Maria in the amount of \$11,518.41. Motion carried unanimously.**

F. CHECK VALVE REPLACEMENT (FFR PUMP)

Plant Superintendent Barlogio presented the staff recommendation that the Board approve the purchase of an APCO slow-closing check valve from Ferguson Industries in the amount of \$4,501.87.

Plant Superintendent Barlogio said that it is anticipated that the check valve on FFR pump No. 1 will need replacing. The check valve on FFR pump No. 2 was replaced earlier this year. Since FFR pump No.1 will be replaced soon, it would be much easier to replace the check valve along with the replacement of the FFR pump itself.

**It was moved by Director Ferrera, seconded by Director Guerrero, to approve the staff recommendation that the Board approve the purchase of an APCO slow-closing check valve from Ferguson Industries in the amount of \$4,501.87. Motion carried unanimously.**

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

Administrator Wallace gave an update on the Collection Systems coordination group and presented a detailed map of the whole system which would be used by all of the member agencies to help coordinate activities such as responses to spills.

Director Ferrera spoke about how Shane Taylor, Utilities Supervisor of the City of Arroyo Grande, has been very complimentary about how well the coordination amongst the Member Agencies has been going.

Plant Supervisor Barlogio informed the Board that the forklift would not start and is in the shop for repairs even though all of the proper maintenance has been performed.

Plant Supervisor Barlogio requested that the Board consider hiring additional staff such as an Operator-in-Training.

Director Ferrera asked whether the Board would support an agenda item for a draft review of the emergency response plan as well as a PowerPoint presentation at the December 21<sup>st</sup> meeting. The Board supported the idea.

B. Miscellaneous Written Communications

There were no Written Communications.

C. Possible cancellation of December 21, 2011 Board meeting

The December 21, 2011 Board meeting will not be cancelled and will be at 12:30 p.m. at OCSO.

7. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at approximately 7:30 p.m.

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

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
WARRANT REGISTER  
12/21/2011

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ADVANCED WIRELESS	PAGER SERVICE	10728297	122111-6147	7014	141.27	141.27
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	JANUARY	48	6025	978.84	978.84
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	BAL DUE ON 6387143 6405995	49	7025	630.62	630.62
		6502381 6483246 6521649				
ARROWHEAD	LAB WATER	01K0012917373	50	8040	125.80	125.80
BATTERIES PLUS	MISC SUPPLIES	237497	51	7015	263.84	263.84
BC LABORATORIES	CHEMICAL ANALYSIS	B110973 B110896	52	7078	210.00	210.00
BOB BARLOGIO	REIMBURSEMENT	AUTOMOBILE KEY COPY	53	8032	42.79	232.79
		OPERATOR IV CERT		7050	190.00	
BRENTAG PACIFIC, INC	CHEMICALS	152791	54	8050	3,840.99	3,840.99
CA ELEC SUPPLY	ELEC SUPPLIES	464510	55	8030	54.14	54.14
CENTRAL COAST WATER	LAB SUPPLIES	N4436	56	8040	60.00	60.00
CHARTER	INTERNET SERVICE	DECEMBER	57	7011	54.99	54.99
EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT REIMB	3RD QUARTER 2011	58	6095	4,462.66	4,462.66
FGL ENVIRONMENTAL	CHEMICAL ANALYSIS	183099A 183084A 183122A	59	7078	546.00	546.00
		183180A 183184A				
GRAINGER	MISC SUPPLIES	9703300948	60	8055	109.23	109.23
INDEPENDENT ELECTRIC SUPPLY	WIRING	ELEC SYS UPGRD 04 MBI 16	61	26/8065	7,000.22	7,000.22
I.I. SUPPLY	MISC SUPPLIES	12275	62	8060	526.47	526.47
JB DEWAR INC	VEHICLE FUEL AND OIL	778975	63	8020	88.06	88.06
JOHN DEERE LANDSCAPES	MISC SUPPLIES	59945222 59945197	64	8060	199.66	199.66
JULIE STOWASSER	EMPLOYEE CLASSES	MASCOLO - 11/9/10 & 11/23/10	65	7079	120.00	120.00
JWC ENVIRONMENTAL	GRINDERMONSTER CARE	2011-2012 SERVICE 04 MBI 03	66	19/8061	4,702.00	4,702.00
KEMIRA	FERRIC CHLORIDE	9017244782	67	8050	7,484.53	7,484.53
LINC DELIVERY	DELIVERY SERVICE	NOVEMBER	68	8040	367.50	367.50
MC MASTER CARR	MISC SUPPLIES	11819420	69	8056	16.12	262.05
		11639053			245.93	
MINERS ACE	MISC SUPPLIES	NOVEMBER	70	8060	286.05	286.05
NEXTEL	CELL PHONE SERVICE	NOVEMBER	71	7013	74.08	74.08
OCSO	WATER SERVICE	9/18/11 TO 11/18/11	72	7094	91.15	91.15
OFFICE DEPOT	OFFICE SUPPLIES	NOVEMBER	73	7015	393.29	857.83
				8045	464.54	
PG&E	ELECTRICITY SERVICE	11/14/2011 TO 12/12/2011	74	7091	9,390.71	9,390.71
PINE VALLEY ECO PRODUCTS	MARKING PAINT	46945	75	8015	260.53	260.53
POLYDYNE	CLARIFLOC	645795	76	8050	2,910.77	2,910.77
POOR RICHARD'S PRESS	PRINTING SERVICE	223702	77	8045	6.60	6.60
RYAN HERCO	CHEMICAL METERING PUMPS	7252762 11 MBI 02	78	19/8010	4,454.68	4,454.68
SAN LUIS PERSONNEL	CONTRACT LABOR	9122 9167	79	6085	925.60	925.60
SAN LUIS PRINT AND COPY	PRINTING SERVICE	74394 74443	80	8045	187.14	187.14
SANTA MARIA DIESEL	MISC SUPPLIES	41448	81	8030	198.00	962.99
		20675		8055	164.11	
		20920 21052 21070		8060	600.88	
SHIPSEY & SEITZ	LEGAL SERVICES	NOVEMBER	82	7071	11,413.50	11,413.50
SO CO SANITARY SERVICE	TRASH SERVICE	DECEMBER	83	7093	82.77	82.77
STANLEY CONVERGENT	SECURITY	JANUARY	84	7011	62.20	62.20
TITAN INDUSTRIAL	MISC SUPPLIES	1047960 1047959 1048044	85	8060	869.37	869.37
TLT TRUCKING	SAND TRANSPORT	5319 9005	86	8060	490.00	490.00
TONY LIPKA	SAFETY TRAINING	SSLO-1101	87	8056	2,250.00	2,250.00
UNITED STAFFING	CONTRACT LABOR	56301 56411 56675	88	6085	1,584.00	1,584.00
USABLUBOOK	MISC SUPPLIES	543199 551180	89	8055	187.84	187.84
WALLACE GROUP	ADMIN SERVICES		90	7076	10,905.41	50,498.53
	OPERATION PROJECTS			various	32,671.85	
	REIMB PROJECTS			various	2,525.07	
	MAJOR BUDGET ITEMS			various	4,396.20	
WOESTE ELECTRIC INC	ELEC SYS UPGRD 04 MBI 16	6056 6090	91	26/8065	5,366.65	5,366.65
SUB TOTAL					125,674.65	125,674.65
PAYROLL	PPE 12/2/2011				22,476.91	22,476.91
GRAND TOTAL					148,151.56	148,151.56

We hereby certify that the demands numbered serially from 122111-6147 to 122111-6191 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: \_\_\_\_\_

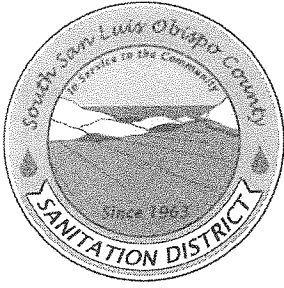
Chairman

Board Member

Board Member

Secretary





## **SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

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**TO:** Board of Directors  
**FROM:** John L. Wallace, *District Administrator* *W*  
**DATE:** December 21, 2011  
**SUBJECT:** Monthly Financial Review (November 2011)

### **Overall Monthly Summary**

During the month of November, the District earned revenue in the total amount of \$177,756, of which \$83,499 was received from the City of Grover Beach for October services, and \$73,328 was received from OCSD for October services. \$1,706 was earned for the November cell-tower lease, and scrap material was sold for \$300. Revenue from the FOG and WDR reimbursements totaled \$2,724 for the month of November.

During November, the District totaled \$214,093 in operating expenses. Non-operating expenses totaled \$44,126.

### **Local Agency Investment Fund**

The LAIF balance was \$3,840,206 at November 30, 2011.

### **County of San Luis Obispo Treasury Pool**

As of November 30, 2011, the reconciled cash balance with the County of San Luis Obispo Treasury Pool was \$223,759. 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**

As of November 30, 2011 the cash balance with Rabobank totaled \$27,839. 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.

MONTHLY FINANCIAL STATEMENT (Government Code Section 53646(d))  
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
FINANCIAL SUMMARY FOR NOVEMBER 30, 2011 FY 2011-12

	FUND 19 OPERATING	FUND 20 EXPANSION	FUND 26 REPLACEMENT	DISTRICT- WIDE
<b>CASH BALANCE</b>	(863,128)	4,299,329	644,707	4,080,908
Cash w/County	3,100,074	(1,426,375)	(1,460,836)	<b>212,864*</b>
Cash w/LAIF	(3,991,041)	5,725,704	2,105,543	3,840,206
Cash w/Rabobank	27,839	0	0	27,839
<b>TOTAL DEPOSITS</b>				
Current - County Treasury Pool	174,301			174,301
<b>LONG-TERM DEBT</b>				
Energy Project Financing Loan		407,079		407,079
<b>REVENUES:</b>				
<b>OPERATING</b>				
Current	176,050			176,050
Year-to-date	889,006			889,006
<b>NON-OPERATING</b>				
Current Period				
Connection Fees				
Interest				
Lease Income (AT&T Cell)	1,706			1,706
Total - Current Period	1,706			1,706
Year-to-Date				
Connection Fees		7,425		7,425
Interest	125	2,492	1,342	3,958
Lease Income (AT&T Cell)	9,432			9,432
Energy Rebates		150,000		150,000
Total - YTD	9,557	159,917	1,342	170,815
<b>TOTAL REVENUES:</b>				
Current Period	177,756			177,756
Year-to-date	898,562	159,917	1,342	1,059,820
<b>EXPENSES:</b>				
Current Period	214,093	35,974	8,152	258,219
Year-to-date	1,211,726	209,963	50,436	1,472,125
Net Income (Loss) - Current Period	(36,337)	(35,974)	(8,152)	(80,463)
Net Income (Loss) - YTD	(313,164)	(50,046)	(49,094)	(412,305)

\* Unreconciled total in District's books only. Please see reconciliation schedule for reconciled balance.

NEW CONNECTIONS	CURRENT NUMBER	CURRENT REVENUE	FY 2011/12 YEAR-TO-DATE	FY 2011/12 YTD REVENUE
Arroyo Grande	0	0	2	4,950
Grover Beach	0	0	0	0
Oceano	0	0	1	2,475
<b>TOTAL NEW DISTRICT CONNECTIONS</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>7,425</b>



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**TO:** Board of Directors  
**FROM:** Matthew Haber, *Bookkeeper/Secretary*  
**DATE:** December 21, 2011

**SUBJECT:** Cash Reconciliation Process

This item is to explain the implementation of Recommendation No. 1 under Cash Handling (Deposits) and Reconciliations in the County Auditor-Controller's report dated October 21, 2011. That report was the result of an audit performed by County Auditor staff pursuant to a request by the Grand Jury.

### Reconciliation implementation approaches and results:

The main objective is to establish a good reconciled balance of Cash as of the most recent year-end of June 30, 2011 between the District's Cash balance and that of the County as shown in their reports. The process involved comparing each transactional posting in the District's books (maintained in QuickBooks) to those posted in the County's system (SAP ERP system) for the whole 2010/11 fiscal year. This was a tedious but necessary process. As stated in the report, regular monthly reconciliations have not been continuous but are now being done on a monthly basis.

All the differences in the last fiscal year have been noted. It is now necessary to establish the reconciled balance at June 30, 2011 as the "going forward" point. To do this, it is now necessary to make an adjustment of \$4,519.11, increasing Cash and crediting Prior Years Adjustment. The difference is immaterial and is actually a favorable difference, meaning the County has a balance higher than the District's balance. It will be recommended that this adjustment of \$4,519.11 be done retroactively to June 30, 2011. The adjustment represents differences accumulated over many years so it does not appear to be an unreasonable amount.

Once the Board approves an adjustment, the adjustment will be posted and provided to the new auditors, Moss, Levy and Hartheim. In addition, it will also be provided to Jim Erb of the County Auditor-Controller's Office as an implementation of their recommendation. The approach and the results of the reconciliation process were discussed in a meeting attended by John Wallace, District Administrator, and Jim Erb of the County Auditor-Controller's Office. Mr. Erb did not find any issue with the process nor with the findings.

### Going Forward

Each month in the current fiscal year will be reconciled using the same process.

### Recommendation

A formal recommendation will be presented to the Board at a subsequent meeting.

## CASH BALANCES IN COUNTY TREASURY POOL AT 11/30/2011

19-1010  
20-1010  
26-1010

TOTAL

Notes

DISTRICT COUNTY

3,100,074.05  
(1,426,374.88)  
(1,460,835.50)

212,863.67 224,037.98

## Reconciling Items @ 6/30/2011

## MEDICAL REIMBURSEMENT TRUST (Restricted/reserved?)

WHITE CAP warrant issued on 4/8/11. Warrant was voided and was never sent out.

MID-STATE INSTRUMENTS' warrant cancelled on 9/3/10

WEST COAST IND warrant stated on 9/22/10

WAAG paid twice. Waag returned warrant issued 8/18/10. Canceled/voided 10/22/10.

MID-STATE INSTRUMENTS

AT&amp;T 11/3/2010

Ref to Act 8060 due to overpayment 1/24/2011

EARTH SYSTEMS stated on 2/15/2011

Error? KENNETH EBERLE 2/18/11 No record of this vendor. Not in warrant requests or registers.

4010020 Prop Tax-PY-Sup-Unsec posted 3/9/2011

JB DEWAR warrant stated on 6/3/11.

CALM CLEAR CONNECTED warrant stated on 6/22/2011.

SLO CO NEWSPAPERS double entry

Prop Tax - PY Secured 0825 Cayucos Fire 4/6/2011

Prop Tax - PY Secured 0825 Cayucos Fire 1/10/2011

4010035 Penalties/Int-Delinquent - Annual Total

4150000 Interest Revenue - Annual Total in County Treasury Pool

## Reconciling Items @ 11/30/2011

Calm Clear &amp; Connected warrant stated on 9/20/11

Error? Credit then debit - JB Dewar 8/5/11

Unknown adjustment 10/5/11

White Cap Construction warrant stated on 10/25/11

RECONCILED TOTAL

DIFFERENCE BETWEEN DISTRICT AND COUNTY

DIFFERENCE BETWEEN DISTRICT AND COUNTY

DIFFERENCE BETWEEN DIFFERENCES

Balance includes \$3,500 funding and reimbursement costs for 2010/11.

stated on 10/25/11

Warrant was returned by MSI due to duplicate payment; first payment was on 6/30/10

je debit cash, credit exp

je - reversal of double payment

In District's books but not in County's statements, yet there is a warrant. How?

Unsure of what this is for. Check w/ County

post

100.00 check w/ County

post

post

post

je - reversal of double payment

post

post

post

post

post

check w/ County

post

219,239.48 223,758.59

10/31/2011

11/30/2011

(0.00)



## SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

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

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

**To:** Board of Directors

**From:** Bob Barlogio, Plant Superintendent

**Via:** John Wallace, District Administrator

**Date:** Dec 14, 2011

**Subject:** Superintendent's Report

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

Average daily flow was 2.51 million gallons per day, with a maximum daily flow of 2.69 million gallons.

Average BOD coming into the plant is 329 mg/l, TSS is 313 mg/l. The maximum BOD was 386mg/l and TSS max was 340 mg/l, of the data I currently have.

Average BOD leaving the plant was 32mg/l; TSS was 29 mg/l. The maximum daily sample was 35 mg/l BOD and 42 mg/l TSS, weekly limit of 40 and 40 mg/l. Removal rate of 91% and 89 %.

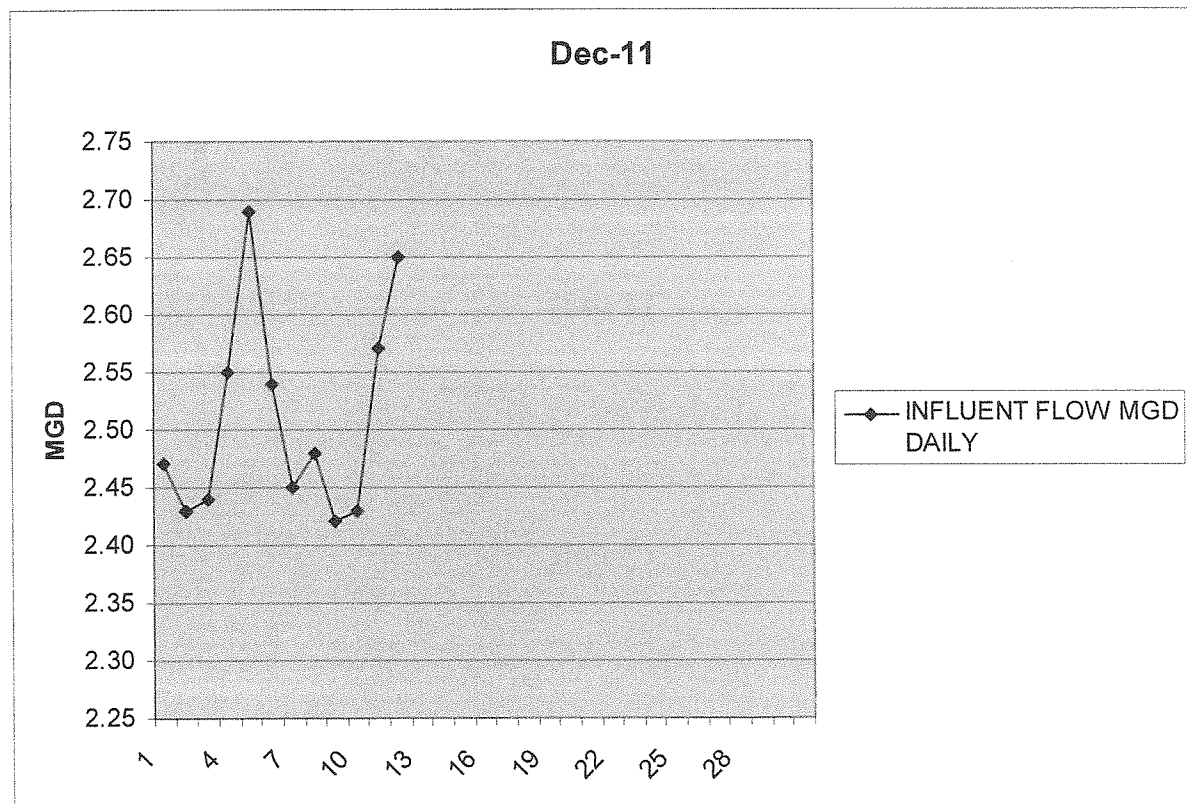
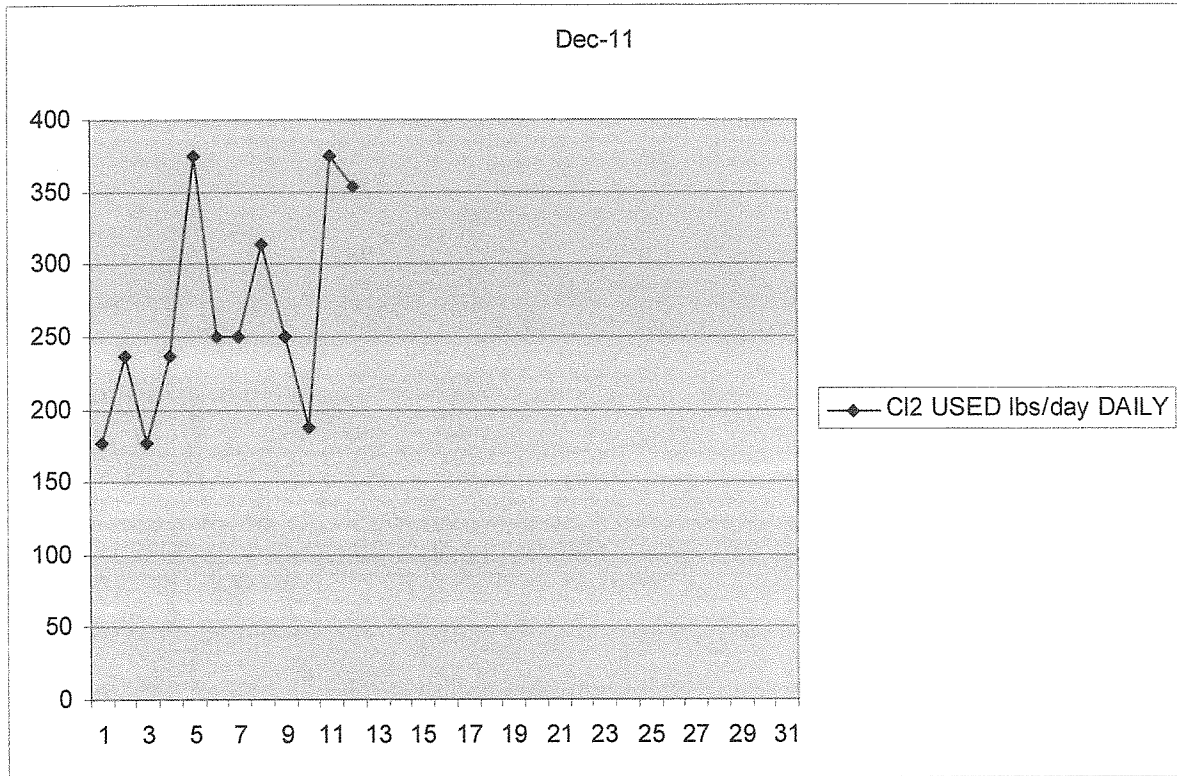
Fecal 7 sample median was <2 MPN, limit of 200 MPN. The highest as of Dec 12 was 8 MPN. (MPN = Most Probable Number)

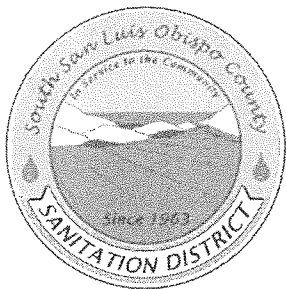
Chlorine usage has increased from 232 gallons per day average to 265 gallons per day, currently, probably because of some higher flows. Please see chart below. We are working diligently to keep it down low.

I received a phone call from Steve with Windset Farms. They had an interest in using our brine discharge station to dispose of up to 45,000 gallons per day. Because of the high usage, we contacted with Kennedy/Jenks to conduct a brine study, to satisfy Water Quality Control Board that the discharge was not harming the environment. Windset has found that the well water they plan to use is not high in dissolved minerals as they thought. There for they will not be using our brine station at the present time.

Because we will not have the revenue, I've contacted Kennedy/Jenks and requested they put our brine study on the back burner because we are not going to generate the volume of brine or the funds to justify the study.

We are continuing with re wiring project. We hope to have 95 % of the reconductoring project completed by the end of this month. We will need to evaluate the lighting wiring and some of the 120 volt wiring around the plant to determine the priorities for replacement.





## 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:** December 21, 2011

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

#### Recommendation:

1. Receive this report providing additional information on the California Water/Wastewater Agency Response Network and the California Public Works Mutual Aid Agreement, as requested by the Board at the December 07, 2011 District Board Meeting;
2. Direct Staff to either administer enrollment into the programs on behalf of the District in accordance with the current Cal-WARN Articles of Agreement, or await release of an updated Cal-WARN Articles of Agreement prior to administering enrollment, understanding that it may be some time before an updated Agreement is released by Cal-WARN.

#### Funding:

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

#### Discussion:

At the December 7, 2011 District Board Meeting, Staff presented the Board with information on two state-based mutual aid agreements; California Water/Wastewater Agency Response Network (Cal-Warn) and the Public Works Mutual Aid Agreement (PWMAA). The two mutual aid programs each provide and establish statewide emergency preparedness, disaster response, and mutual assistance for water, wastewater, and public works agencies. Through the agreements, participating water/wastewater utilities are able to establish a common contractual relationship under which they are able to share resources during an emergency at the discretion of each participating agency. The Cal-WARN mutual assistance program is consistent with other statewide mutual aid programs and the Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS), and the program meets DHS FEMA mutual aid requirements for reimbursement consideration.

Recommendation was provided by Staff at December 7, 2011 Board Meeting that the District enroll in each of the two programs, as both programs are free and voluntary, and participating agencies are under no obligation to provide or deplete their own resources.

During the December 7, 2011 Board Meeting, the Board noted that the Cal-WARN Articles of Agreement appeared to be outdated and requested Staff to contact Cal-WARN to verify status and validity of the current



Agreement, returning to the next regularly scheduled Board Meeting with an update. Staff has since contacted Cal-WARN Coastal Region Chair - Steve Dennis and confirmed that the 2007 Agreement previously provided to the Board is the most current Agreement available and the agreement to which all current parties are signatory. At that time, Mr. Dennis stated that Cal-WARN is currently tasked with re-vetting the Agreement, in turn removing any dated or inaccurate information such as the reference to the State Office of Emergency Services (i.e. Cal-EMA). Mr. Dennis could not state how long it would be before a revised Agreement would be available, but did state that it could be some time before it is released for re-signature to the more than 250 signatory agencies.

It is recommended that the Board act to direct staff to either administer enrollment into the Cal-WARN program on behalf of the District in accordance with the current Cal-WARN Articles of Agreement, or await release of an updated Cal-WARN Articles of Agreement prior to administering enrollment, understanding that it may be some time before an updated Agreement is released by Cal-WARN.

Attached to this staff report is the PWMAA Agreement. Although adopted in 1989, this Agreement is also the most current Agreement to which all enrolling parties in the PWMAA are signatory, including the City of Arroyo Grande and the City of Grover Beach. It is recommended that the Board act to direct staff to administer enrollment into the PWMAA program on behalf of the District in accordance with the current PWMAA Agreement.

For additional information relating to Cal-WARN and PWMAA programs please reference the December 7, 2011 Staff Report - *District Enrollment in State-Based Mutual Aid Programs*.

The following steps are required to join CAL-WARN:

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

The following steps are required to become a Member Agency to the PWMAA:

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

One of the tasks intended by the Monthly Collection System Coordination Meetings, initiated to coordinate sewer response and resources between the District and the three Member Agencies, is to develop an intra-Agency Mutual Aid Agreement between the four agencies to promote sewer response and assistance during times of local sewer emergency. It is recognized that enrollment by all four agencies into the two mutual aid programs previously mentioned, will facilitate that task. This is particularly true of the Cal-WARN program as the PWMAA program requires a local emergency proclamation to initiate services. District Staff provided each of the three Member Agency representatives with information on the two mutual aid programs during the November 10<sup>th</sup> meeting, recommending that they encourage their respective agencies to enroll. District Staff has requested updates at the December 15<sup>th</sup> meeting.





COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

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

THOMAS A. TIDEMANSON, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 19, 1989

IN REPLY PLEASE RM-0  
REFER TO FILE

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

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

43

OCT 31 1989

Dear Supervisors:

MULTI-COUNTY PUBLIC WORKS MUTUAL AID AGREEMENT  
ALL SUPERVISORIAL DISTRICTS

*Larry J. Montelmu*  
LARRY J. MONTELMU  
EXECUTIVE OFFICER

RECOMMENDATIONS:

That your Board:

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

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

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

Honorable Board of Supervisors  
Page 2  
October 19, 1989

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

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

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

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

Respectfully submitted,

  
T. A. TIDEMANSON  
Director of Public Works

KEW:ad/8-BLAID

Attach.

cc: CAO (Disaster Services)

*Contract*

BOARD OF SUPERVISORS  
ORANGE COUNTY, CALIFORNIA

MINUTES

January 9, 1990

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

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

PUBLIC WORKS MUTUAL AID AGREEMENT

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

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

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

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

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

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

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

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

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

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

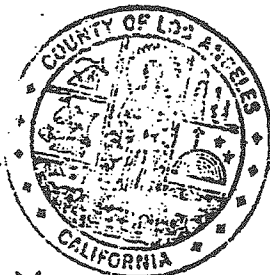
19. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of Los Angeles, addressed as follows:

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

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

ATTEST

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



LOS ANGELES COUNTY

BY Lurma C. Walton  
DEPUTY

BY Edmund D. Edelman  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST

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

ORANGE COUNTY

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

BY Don A. Krieger  
CHAIRMAN, BOARD OF SUPERVISORS

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

BY Dewitt W. Clinton  
PRINCIPAL DEPUTY

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

By: Sara G. Parle  
Deputy

Nov 21, 1989

R-MCPW

43

OCT 31 1989

Larry J. Monteilh  
LARRY J. MONTEILH  
EXECUTIVE OFFICER

PUBLIC WORKS MUTUAL AID AGREEMENT  
NO. 62170

ADDITIONAL PARTIES TO AGREEMENT

CITY OF / COUNTY OF [name of city or county]

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

BY: \_\_\_\_\_  
[name of authorizer], [title of authorizer]  
CITY OF / COUNTY OF [name of city or county]

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
[name of witness], [title of witness]  
CITY OF / COUNTY OF [name of city or county]

DATE: \_\_\_\_\_



## PWMAA CONTACT REQUEST FORM

Fields marked with an \* are required fields.

Operational Area: \_\_\_\_\_

\*Jurisdiction (City/County): \_\_\_\_\_

\*Organization: \_\_\_\_\_

\*Street address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: CA \*ZIP Code: \_\_\_\_\_

Website: \_\_\_\_\_

### *Primary Contact Information:*

\*Name: \_\_\_\_\_ \*Title: \_\_\_\_\_

\*Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*Email: \_\_\_\_\_

### *Alternate 1 Contact Information:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### *Alternate 2 Contact Information:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Or email to:  
[info@pwmaa.org](mailto:info@pwmaa.org)



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

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

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

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

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

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

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

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

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

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

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

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

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

10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement  
11 does not create any duty to respond to a request for assistance. When a Member receives  
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to  
13 whether or not to respond, or the availability of resources to be used in such response. An  
14 Authorized Member's decisions on the availability of resources shall be final.  
15  
16

## 17 **ARTICLE VI.**

### 18 **RESPONSE COORDINATION**

19

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

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

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

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

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

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

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

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

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

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

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in  
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
9 returnable supplies. Other supplies and reusable items that are returned to Responding  
10 Member in a clean, damage-free condition shall not be charged to the Requesting  
11 Member and no rental fee will be charged; otherwise, they shall be treated as  
12 expendable supplies. Supplies that are returned to the Responding Member with  
13 damage must be treated as expendable supplies for purposes of cost reimbursement.  
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting  
16 Member for all expenses incurred by the Responding Member while providing assistance  
17 under this Agreement. The Requesting Member shall send the itemized bill not later than  
18 (90) ninety days following the end of the Period of Assistance. The Responding Member  
19 may request additional periods of time within which to submit the itemized bill, and  
20 Requesting Member shall not unreasonably withhold consent to such request. The  
21 Requesting Member agrees to reimburse the Responding Member within 60 days from  
22 receipt of an invoice for assistance provided under this Agreement. The Requesting  
23 Member may request additional periods of time within which to pay the itemized bill, and  
24 Responding Member shall not unreasonably withhold consent to such request, provided,  
25 however, that all payment shall occur not later than one-year after the date a final itemized  
26 bill is submitted to the Requesting Member.  
27
- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have  
29 access to a Requesting Member's books, documents, notes, reports, papers and records  
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member  
32 and its duly authorized representatives shall have access to a Responding Member's books,  
33 documents, notes, reports, papers and records which are directly pertinent to this  
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,  
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)  
36 years or longer where required by law and as needed for federal reimbursement practices.  
37  
38

## 39 **ARTICLE VIII.**

### 40 **ARBITRATION**

41

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

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

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**ARTICLE X.**  
**SIGNATORY INDEMNIFICATION**

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

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**ARTICLE XI.**  
**WORKER'S COMPENSATION CLAIMS**

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

**ARTICLE XII.**  
**NOTICE**

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



1 **ARTICLE XIII.**  
2 **INSURANCE**  
3

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

8  
9 **ARTICLE XIV.**  
10 **CONFIDENTIAL INFORMATION**  
11

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

23  
24 **ARTICLE XV.**  
25 **EFFECTIVE DATE**  
26

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

30  
31 **ARTICLE XVI.**  
32 **WITHDRAWAL**  
33

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

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41 **ARTICLE XVII.**  
42 **MODIFICATION**  
43

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

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

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

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

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

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

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

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

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

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

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

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

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

Date of Joining: \_\_\_\_\_ Date of Update: \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**County:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**24-Hr. Telephone No.:** \_\_\_\_\_

***Authorized Representative Emergency Contact Info:***

**Name:** \_\_\_\_\_ **Telephone:** (     ) \_\_\_\_\_

**Cell Phone:** (     ) \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

***Alternate Representative Emergency Contact:***

**Name:** \_\_\_\_\_ **Telephone:** (     ) \_\_\_\_\_

\_\_\_\_\_

Cell Phone: (     ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

***Emergency Operations Center:***

Location: \_\_\_\_\_ Telephone: (     ) \_\_\_\_\_

Cell Phone: (     ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

***Radio  
Frequency:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Call Signs:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***No. of Services:*** \_\_\_\_\_

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

PUBLIC WORKS MUTUAL AID AGREEMENT  
NO. 62170

ADDITIONAL PARTIES TO AGREEMENT

CITY OF / COUNTY OF [name of city or county]

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

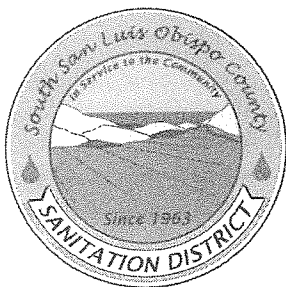
BY: \_\_\_\_\_  
[name of authorizer], [title of authorizer]  
CITY OF / COUNTY OF [name of city or county]

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
[name of witness], [title of witness]  
CITY OF / COUNTY OF [name of city or county]

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:** December 21, 2011  
**Subject:** FOG Control Program Noncompliance Fees, Resolution No. 2011-295

### Recommendation:

Staff recommends the Board adopt Resolution No. 2011-295 establishing a noncompliance fee structure in accordance with the South San Luis Obispo County Sanitation District (SSLOCSD) Fats, Oils, and Grease (FOG) Ordinance, Ordinance No. 2008-01, Article 6.

### Funding:

All costs for SSLOCSD services associated with the FOG program are reimbursed by the Member Agencies (MAs). A Non-Compliance (Notice of Violation) Fee will partially reimburse the MAs for FOG re-inspections.

### Discussion:

The FOG Ordinance establishes SSLOCSD's legal authority to inspect, permit, and monitor food service establishments (FSEs) and requires these facilities to install and maintain grease control devices, such as grease traps and interceptors. To verify compliance with the FOG Ordinance, FSEs are inspected and permitted. SSLOCSD inspects FSEs prior to issuing a permit and, semiannually after issuing a permit, in order to ensure these facilities remain in compliance.

FOG Ordinance Section 6.5 enables SSLOCSD and the MAs to establish Noncompliance Fees:

*...to compensate SSLOCSD and the MAs for costs of additional inspections and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the continued noncompliance, and [the Noncompliance Fee] shall be in addition to, and not in lieu of, any penalties as may be assessed. Noncompliance Fees shall be in an amount adopted by resolution by SSLOCSD or its MAs.*

Currently, SSLOCSD does not have an adopted fee structure for noncompliance or violations as permitted under FOG Ordinance Article 6. Since the FOG Ordinance was adopted in 2008, numerous violations (Notices of Noncompliance) have been issued. However, a minority of the FSEs enrolled in SSLOCSD's FOG Program are receiving Notices of Noncompliance, and these FSEs are typically recurring violators.

It is, therefore, recommended that the Board consider and adopt a fee structure by resolution in accordance with FOG Ordinance Article 6 that provides reimbursement to offset added expenditures associated with re-inspection of noncompliant FSEs. The added expenditures for re-inspections are currently provided by the MAs' sewer funds, which reduces available resources to the general communities at large.

At the December 7, 2011 Board of Directors Meeting, the Board directed staff to draft a resolution to the FOG Ordinance, establishing a **\$125.00** Notice of Violation Fee. If Resolution 2011-295 is adopted, enforcement of the District's FOG Ordinance will comprise of the following:

If a FSE receives a violation during their semiannual FOG inspection, the FSE will receive a written Notice of Noncompliance and be re-inspected in thirty (30) days. No fee is charged with the Notice of Noncompliance. If the FSE does not pass their FOG re-inspection, they will be charged a **\$125.00** Notice of Violation Fee, receive a written Notice of Violation, and be re-inspected within fourteen (14) days. If the FSE passes their FOG re-inspection, they will not be charged for the re-inspection. If the FSE again is found to not be in compliance, another Notice of Violation fee will be charged.

Staff recommends that the Board adopt Resolution 2011-295 to partially compensate the MAs for additional inspection and follow-up incurred as a result of permit noncompliance by program enrollees in accordance with FOG Ordinance Article 6.

**RESOLUTION NO. 2011-295**

**A RESOLUTION OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION  
DISTRICT ESTABLISHING NONCOMPLIANCE FEES FOR  
VIOLATIONS OF THE FAT, OILS, AND GREASE ORDINANCE**

**The Board of Directors of the South San Luis Obispo County Sanitation District  
does ordain as follows:**

**RECITALS**

**WHEREAS**, the South San Luis Obispo County Sanitation District (District) operates a wastewater treatment facility and maintains trunk lines that service the City of Arroyo Grande, City of Grover Beach, and the Oceano Community Service District (Member Agencies); and

**WHEREAS**, the State Water Resources Control Board adopted Water Quality Orders No. 2006-0003-DWQ and 2008-0002-EXEC on May 2, 2006 and February 20, 2008, respectively, for Publicly Owned Treatment Works; and

**WHEREAS**, these Orders require the development and implementation of a Sewer System Management Plan (SSMP); and

**WHEREAS**, a Fats, Oils, and Grease (FOG) Control Program is a mandatory element of the SSMP; and

**WHEREAS**, the Board of Directors of the District adopted the FOG Ordinance on October 18, 2008, creating a FOG Control Program for food service establishments (FSEs) in the District, which requires a permit for sewer discharges that could contain FOG and imposes requirements for the monitoring and elimination of FOG from discharges for such establishments; and

**WHEREAS**, Article 6 of the FOG Ordinance authorizes the adoption by resolution of Noncompliance Fees to compensate the District and its Member Agencies for costs of additional inspections and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the continued noncompliance; and

**WHEREAS**, the District has determined a need based upon the magnitude of expenses for enforcement regarding noncompliance with the FOG Ordinance; and

**WHEREAS**, the District has prepared an analysis which demonstrates the amount of cost required to provide the services for which the District's Noncompliance Fees are imposed; and



**WHEREAS**, based on the facts and analysis prepared by the District and the Staff Report, the Board of Directors finds:

- A. The public meetings adopting this Resolution have been properly noticed pursuant to California Government Code § 54950, *et seq.* (The Ralph M. Brown Act); and
- B. That notice has been published and mailed as required by law; and
- C. The fees that are the subject of this Resolution do not exceed the estimated reasonable cost of providing the services for which the fees and/or charges are imposed; and
- D. That the public benefits from the logical, long-range approach to the operation, maintenance, and financing of public facilities.

**NOW THEREFORE**, be it resolved and judged and determined that the District Noncompliance Fees structure shall be as follows:

## **SECTION 1. NONCOMPLIANCE FEES**

This section sets forth and establishes the following noncompliance classification and associated fee for South San Luis Obispo County Sanitation District's Fats, Oils, and Grease Ordinance:

**Table 1: Noncompliance Fee Schedule**

<b>Noncompliance Classification</b>	<b>Noncompliance Fee</b>
Notice of Violation Fee	\$ 125.00

FSEs will be charged this Notice of Violation Fee upon issuance of a written Notice of Violation, when an FSE is noncompliant with a semiannual FOG inspection and/or FOG re-inspection.

All other enforcement actions and activities are subject to the following fee:

$$Fee = (Staff\ Time \times Staff\ Hourly\ Rate) + Cost\ of\ Materials + 15\%\ District\ Overhead\ Fee$$

The Board of Directors of the District hereby determines that it is necessary for the effective operation of the District to fund all noncompliance and hereby orders these fees to be implemented as set forth in this Resolution.

## **SECTION 2. ENABLING AUTHORITY**

This Regulation is adopted under the authorization of the California Health and Safety Code § 4700, *et seq.*

**SECTION 3. RECITALS**

The Recitals to this Resolution are true and correct and incorporated herein by reference.

**SECTION 4. APPLICATION**

This Resolution shall apply to all users of the Publicly Owned Treatment Works.

**SECTION 5. REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS**

All Ordinances, sections of Ordinances, and Resolutions that are inconsistent with this Resolution are hereby repealed.

**SECTION 6. REFERENCE TO SPECIFIC ORDINANCES**

Whenever a reference is made to this code as "Resolution No. 2011-295" or to any portion thereof, or to any ordinance the South San Luis Obispo County Sanitation District, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

**SECTION 7. EFFECT OF CODE ON PAST ACTIONS AND OBLIGATIONS**

Neither the adoption of this code nor the repeal or amendment hereby of any ordinance or part or portion of any ordinance of the District shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date, hereof, nor be construed as a waiver of any license, fee or penalty at the effective date due and unpaid under such ordinances, nor be construed as a waiver of any license, fee or penalty at said effective date due and unpaid under such ordinances, nor be construed as affecting any of the provisions of such ordinances relating to the collection of any such license, fee or penalty, or the penal validity of any bond or cash deposit in lieu thereof required to be posed, filed or deposited pursuant to any ordinance and all rights and obligations thereunder appertaining shall continue in full force and effect.

**SECTION 8. ARTICLE, CHAPTER, AND SECTION HEADINGS**

Article, chapter and section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any article, chapter or section hereof.

**SECTION 9. CEQA FINDINGS**

The Board of Directors of the District finds that the fees adopted by this Resolution are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code § 21080(b)(8) and CEQA Guidelines, 14 CCR § 15273. The Board of Directors further finds that the adoption of the Rules and Regulations established by this Resolution fall within the activities described in 14 CCR § 15378(b)(4) and (5), which are deemed not to be "projects" for the purposes of CEQA, because it can be seen with certainty that the adoption of the Noncompliance Fees, which are the subject of this Resolution, will not have a significant effect on the

environment. The District Administrator is directed to prepare and file an appropriate notice of exemption.

**SECTION 10. SEVERANCE CLAUSE**

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code. The Governing Board of the District hereby declares that it would have passed this code, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, and if for any reason this code should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

**SECTION 11. RIGHT OF REVISION**

The Board of Directors of the District may by resolution revise and adjust the amount of said Noncompliance Fees as shown in Section 1 of this Resolution.

**SECTION 12. PAYMENT OF NONCOMPLIANCE FEES**

Noncompliance fees shall be paid in full to the Member Agency in which the facility in violation is located.

**SECTION 13. EFFECTIVE DATE**

The Noncompliance Fees established by this Resolution shall be effective thirty (30) days from the date of final passage.

**ADOPTED, SIGNED, AND APPROVED** by the Governing Board of **SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT** this 21<sup>st</sup> day of December, 2011.

---

Chairman of the Board of Directors  
South San Luis Obispo County Sanitation District

ATTEST:

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) SS.  
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT )

I, John Wallace, Secretary of the Board of Directors of the South San Luis Obispo County Sanitation District, do hereby certify that Resolution No. 2011-295 is a full, true, and correct copy and was introduced and adopted at a regular meeting of the South San Luis Obispo County Sanitation District Board of Directors on the 21<sup>st</sup> day of December, 2011, by the following vote:

AYES:

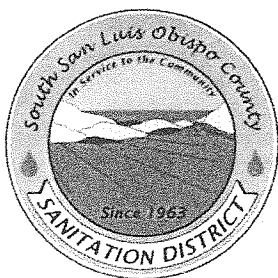
NOES:

ABSENT:

ABSTAIN:

---

Secretary of the Board of Directors  
South San Luis Obispo County Sanitation District



## **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/>

December 21, 2011

Name

Facility

Address Line 1

Address Line 2

Subject: Fats, Oils, and Grease Control Program Noncompliance Fees - Resolution No. 2011-295

Dear Facility Owner or Manager:

The State Water Resources Control Board Waste Discharge Requirements (WDR) Orders No. 2006-0003-DWQ and WQ 2008-0002-EXEC require the South San Luis Obispo County Sanitation District (District) and its Member Agencies (MAs), which include the City of Arroyo Grande, City of Grover Beach, and Oceano Community Services District, to prepare and implement a Fats, Oils, and Grease (FOG) Control Program to reduce the amount of FOG discharged to the sanitary sewer system, because FOG was an identified problem in the District's and MAs' sanitary sewer system.

The District adopted the FOG Ordinance, No. 2008-01, which established the District's legal authority to inspect, permit, and monitor food service establishments (FSEs) and required these facilities to install and maintain grease control devices (GCDs), such as grease traps and interceptors, in order to comply with the WDR Orders. To verify FSE's compliance with the FOG Ordinance, FSEs are inspected and permitted. The District inspects FSEs prior to issuing a permit and semiannually after issuing a permit, in order to ensure these facilities remain in compliance.

### **Fats, Oils, and Grease Control Program Noncompliance Fees**

FOG Ordinance Section 6.5 enables the District and the MAs to establish Noncompliance Fees:

*...to compensate the District and its MAs for costs of additional inspections and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the continued noncompliance, and [the Noncompliance Fee] shall be in addition to and not in lieu of any penalties as may be assessed. Noncompliance Fees shall be in an amount adopted by resolution by the District or its MAs.*

At the December 21, 2011 Board of Directors Meeting, the Board adopted Resolution 2011-295, which established a **\$125.00** Notice of Violation Fee in accordance with FOG Ordinance Article 6. Enforcement of the District's FOG Ordinance will now comprise of the following:

If a FSE receives a violation during their semiannual FOG inspection, the FSE will receive a written Notice of Noncompliance and be re-inspected in thirty (30) days. No fee is charged with the Notice of Noncompliance. If the FSE passes their FOG re-inspection at the end of the thirty (30) day period, they will not be charged a Violation Fee. If the FSE does not pass this FOG re-inspection, they will be charged a **\$125.00** Notice of Violation Fee, receive a written Notice of Violation, and be re-inspected in fourteen (14) days.

The FOG Ordinance also provides the District with the legal authority to suspend and/or revoke FOG permits from chronic violators and dischargers who present imminent or substantial endangerment to the public's health or welfare. Failure to comply with permit suspension or revocation may result in the immediate severance of the FSE's sewer connection.

### **Fats, Oils, and Grease Control Program Requirements**

There are three FOG Permit classifications in the District's FOG Control Program: variance, grease trap, and interceptor. The FOG inspections are conducted in accordance with the type of permit a FSE has. Please reference your FOG Permit if you are unsure of which type you have.

#### Variance

For some cases, an establishment is issued a variance, because there is no significant FOG discharge. If you have a variance, your FOG Permit will have "Variance" printed across the top. Facilities with a variance are inspected annually.

During an inspection, the inspectors check for a change to the menu or facility, which may require the FSE to install a GCD. For example, if a coffee shop begins serving breakfast, they may be required to install a GCD. If a GCD is required, the Inspectors will coordinate with the FSE Owner or Manager to establish a GCD installation schedule.

If a FSE is unable to comply with the agreed upon GCD installation schedule, a Notice of Noncompliance will be issued to the FSE, and the FSE will have thirty (30) days to complete the installation. If the GCD is installed when the FSE is re-inspected at the end of that thirty (30) day period, the FSE will not be charged a Notice of Violation Fee. If the GCD is not installed, the FSE will be charged a **\$125.00** Notice of Violation Fee, receive a written Notice of Violation, and be re-inspected in fourteen (14) days.

Further enforcement measures may be taken in accordance with the District's FOG Ordinance if the FSE remains noncompliant at the end of the fourteen (14) day period.

#### Grease Trap

FSEs with a grease trap, which is a hydromechanical GCD and is typically located inside a FSE's kitchen, are inspected semiannually. Your permit specifies how often your grease trap must be cleaned under the heading "Requirements, Section B".

During an inspection, one of your staff members must open the grease trap for inspection, and the Inspectors will check for the following:

- The solids and grease build-up must be less than twenty-five percent (25%) of the grease trap's designed hydraulic depth;
- The cover, baffles, inlet, and outlet tee must be in good working order;
- Detergent is not being used in excess to decrease FOG;
- Chemicals, enzymes, or bacteria are not being used;
- The dishwasher does not discharge to the grease trap;
- The grease trap is easily accessible;
- The area around the grease trap is clean;
- The grease trap maintenance records are current, complete, maintained on-site, available for review, and demonstrate that the FSE is complying with the cleaning requirement specified in its FOG Permit; and
- If the FSE uses deep fryers, grease barrels are labeled, have closed, tight-fitting lids, and are on an impervious, solid surface. The area around the grease barrels must be clean and free of grease.

If the FSE staff is unable to open the grease trap for inspection or any of the aforementioned requirements are not met during the inspection, the FSE will receive a written Notice of Noncompliance and be re-inspected in thirty (30) days. If the FSE passes their FOG re-inspection at the end of the thirty (30) day period, they will not be charged a Violation Fee. If the FSE does not pass this FOG re-inspection, they will be charged a **\$125.00** Notice of Violation Fee, receive a written Notice of Violation, and be re-inspected in fourteen (14) days.

Further enforcement measures may be taken in accordance with the District's FOG Ordinance if the FSE remain noncompliant at the end of the fourteen (14) day period.

#### Interceptor

FSEs with an interceptor, which is the largest GCD and is typically installed underground and outdoors, are inspected semiannually. Your permit specifies how often your interceptor must be pumped under the heading "Requirements, Section B".

During an inspection, the Inspectors will check for the following:

- The solids and grease build-up must be less than twenty-five percent (25%) of the interceptor's designed hydraulic depth;
- Downstream sewer lines are clear of solidifying grease and solids;
- Effluent is clear of grease or solids pass through;
- The baffles, inlet, and outlet tee are in good working order;
- Detergent is not being used in excess to decrease FOG;
- Chemicals, enzymes, or bacteria is not being used;
- The interceptor maintenance records are current, complete, maintained on-site, available for review, and demonstrate that the FSE is complying with the cleaning requirement specified in its FOG Permit; and
- If the FSE uses deep fryers, grease barrels are labeled, have closed, tight-fitting lids, and are on an impervious, solid surface. The area around the grease barrels must be clean and free of grease.

If any of the aforementioned requirements are not met during the inspection, the FSE will receive a written Notice of Noncompliance and be re-inspected in thirty (30) days. If the FSE passes their FOG re-inspection at the end of the thirty (30) day period, they will not be charged a Violation Fee. If the FSE does not pass this FOG re-inspection, they will be charged a **\$125.00** Notice of Violation Fee, receive a written Notice of Violation, and be re-inspected in fourteen (14) days.

Further enforcement measures may be taken in accordance with the District's FOG Ordinance if the FSE remains noncompliant at the end of the fourteen (14) day period.

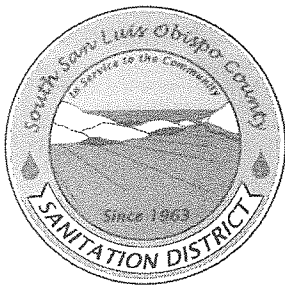
A copy of the FOG Ordinance and Resolution No. 2011-295 is available on the District's website at [www.sslocsd.org](http://www.sslocsd.org). Please refer to the section on Source Control and then to the FOG Control Program page.

Please contact the District at (805) 489-6666 with any questions.

Sincerely,

John L. Wallace  
District Administrator





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### **Staff Report**

**To:** Board of Directors  
**From:** Robert Barlogio, Plant Superintendent  
**Via:** John Wallace, District Administrator  
**Date:** December 21, 2011

**Subject:** Automatic External Defibrillator

#### **Recommendation:**

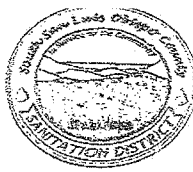
Staff recommends the Board approves the purchase of an Automatic External Defibrillator (AED) and related training from Titan Industrial and Safety Supply for the amount of **\$1,941.23** dollars.

#### **Funding:**

The approved FY 2011-12 Budget included the AED as 11 MBI 09, in the amount of \$4,000 under account No. 8010.

#### **Discussion:**

This portable device automatically diagnoses cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia in a patient, and is able to treat these problems through defibrillation. This unit is designed to be simple to use for the layman. The purchase also covers training and certification.



## South San Luis Obispo County Sanitation District

Ship to Address:  
1600 Aloha Place  
Oceanside, CA. 92045  
(805)439-6666

Bill to Address:  
P.O. Box 339  
Oceanside, CA. 92045  
(805)431-6903

### Purchase Requisition

Date: 12-13-11

Item Description: Automated External Defibrillator (AED)

As per MBI 11 MB109 has \$4,000

Supplier: <u>Titan Industrial + Safety Supply</u>	Cost: <u>\$ 1,941.23</u>
<u>Lab Safety</u>	<u>\$ 2,278.56</u>
<u>Granger</u>	<u>\$ 2,563.28</u>

Additional Information: This portable device automatically  
diagnoses cardiac arrhythmias of ventricular fibrillation  
and ventricular tachycardia in a patient and is able to treat  
them through defibrillation.

AED are designed to be simple to use for the layman.

Submitted by: Barlegio

**QUOTATION**

TTTAN  
P.O. BOX 665  
SANTA MARIA, CA 93456  
805-614-9293

Order Number	
1067573	
Order Date	Page
12/13/2011 09:20:00	1 of 1

Bill To:  
SOUTH SLO COUNTY SANITATION DISTRICT  
P.O. BOX 339  
OCEANO, CA 93445

Ship To:  
SOUTH SLO COUNTY SANITATION DISTRICT  
1600 ALOHA PLACE  
OCEANO, CA 93445

805-481-6903

Attn: SABRINA SPEARS

Customer ID: 101975

PO Number					Ship Route	Taker			
Zoll AED Quote-Aaron						KCOX			
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Dkpt.		Unit Size			
1.0000	0.0000	1.0000	EA	1.0	21400010101011010 Zoll AED Plus Package #1 Graphical Cover, CPR-D Padz, Batteries, LCD Screen showing Voice Prompt, Elapse Time, Shock Count, Chest compression Graph, Operators guid, no Carry Case	EA 1.0	1,700.0000	1,700.00	
1.0000	0.0000	1.0000	EA	1.0	8000-0802-01 Zoll Softcase for AED Plus	EA 1.0	110.0000	110.00	
1.0000	0.0000	1.0000	EA	1.0	8900-0800-01 Zoll AED Plus CPR-D Repl Pads	EA 1.0	0.0000	0.00	
Order Line Notes: \$149.00 value									
1.0000	0.0000	1.0000	EA	1.0	TRAINING TRAINING CLASS	EA 1.0	0.0000	0.00	
Order Line Notes: AED Training with Certification..500.00 Value									

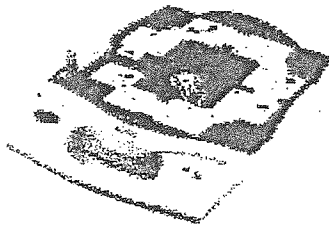
Total Lines: 4

**SUB-TOTAL:** 1,810.00  
**TAX:** 131.23  
**AMOUNT DUE:** 1,941.23

[Sign In](#) | [Register](#) | [My Account](#) | [Sign Up for Emails](#)

\$0.00

800-356-0783

[Products](#)[Info Library](#)[Services](#)[Customize It](#)[About Us](#)[Specials](#)[New Products](#)[Free Catalogs](#)[Product Index](#) > [zoll aed](#) > [ZOLL AED](#)[Email a friend](#)[Print Page](#)

Rollover image to zoom detail

**ZOLL®  
ZOLL® AED Plus**Showing 1 results refined by a **search term**. Show all results.**ZOLL AED Plus Reinforces  
Your CPR Training by Voice  
and Visual Prompts Going  
Through All the Steps to CPR**

The Zoll AED Plus offers more than simple defibrillation. It provides Real CPR Help® which gives you real-time feedback for the best possible support in a rescue.

[See more details »](#)

Item #: 172239

Mfr. Model #: 21700010101011010

**Drop Shipped**

Ships Directly from Manufacturer

**\$1,990.00**

Qty

[Submit Query](#)[Add to Shopping List](#)

100% Satisfaction Guaranteed  
Hassle free returns, no restocking fees

[DETAILS](#)[ACCESSORIES](#)

printed December 13, 2011

**Defibrillator**

Defibrillator, Energy Adult (120J, 150J, 200J)  
 Pediatric (50J, 70J, 85J), 123A Lithium Battery,  
 Waveform Rectilinear Biphasic, Defibrillator Charge  
 Hold Time 30 Seconds, Charge Time Less than 10  
 Sec, Cable Length 33 1/2 In, Height 11 1/2 In, Width  
 9 1/2 In, Depth 5 1/4 In, Screen Type LCD Display,  
 Information Displayed Shock Count, Compression  
 Depth, ECG, Number of Shocks Delivered, Elapsed  
 Time, Shelf Life 5 Years, Includes Electrodes, 10  
 Batteries

Grainger Item #	1YNR5
Price (ea)	<b>\$2,390.00</b>
Brand	ZOLL
Mfr. Model #	Z170000000000000
Ship Qty	1
Ship Qty (via Lsp)	1
Ship Weight (lbs)	11.0
Availability	Item ships within 6 business days from manufacturer
Catalog Page No	2546
Price shown may not reflect your price. Log in or register.	

**Additional Info****Automated External Defibrillators (AED)**

Full-rescue AED, providing Real CPR Help® for rate and depth of chest compressions during CPR. Voice prompts and easy-to-follow graphics guide the rescuer through the complete Chain of Survival starting with checking responsiveness and ending with CPR compressions. AED units with PlusTrac™ provide a third party web based service that ensures the AED is properly maintained and has all necessary components. Acts as a resource for employees and ensures compliance with Good Samaritan laws. The PlusTrac™ system provides program quality and compliance with an administrative tracking system and escalating notification.

**AED Plus®**

AEDs are Class III medical devices and require medical direction that is included with every AED Plus® unit. Also included with every unit are 10 batteries and 1 set of CPR-D padz®. Pediatric pads (Pedi-padz II®) No. 1YNR9 are sold separately.

**Tech Specs**

Item: Defibrillator  
 Energy: Adult (120J, 150J, 200J) Pediatric (50J,  
 70J, 85J)  
 Battery: 123A Lithium  
 Waveform/Measurement Stored: Rectilinear  
 Biphasic  
 Charges Up To: 30 Seconds  
 Cycles per Charge: 1  
 Cycle Time: Less than 10 sec.  
 Electrodes: One Piece Design  
 Cable Length: 33-1/2"  
 Height: 11-1/2"  
 Width: 9-1/2"  
 Depth: 5-1/4"  
 Screen Type: LCD Display  
 Information Displayed: Shock Count,  
 Compression Depth, ECG, Number of Shocks  
 Delivered, Elapsed Time  
 Screen Size: 1 1/3" x 2 1/2"  
 Shelf Life: 5 Yrs.  
 Standards: AHA Compliant

**Optional Accessories**

3V Lithium Battery, 123 Size, PK12



Item #: 11W123  
 Brand: DURACELL  
 Usually Ships: Ready to Ship  
 Price (ea): \$48.55

Electrodes, Use With 1YNR5,  
 1YNR6, 1YNR7

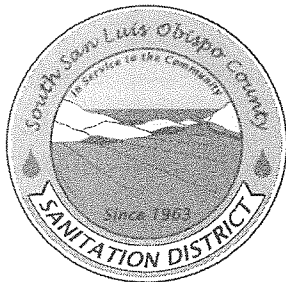


Item #: 1YNR8  
 Brand: ZOLL  
 Usually Ships: Item ships within 6  
 business days from manufacturer  
 Price (ea): \$211.00

Pediatric Electrodes



Item #: 1YNR9  
 Brand: ZOLL  
 Usually Ships: Item ships within 6  
 business days from manufacturer  
 Price (ea): \$124.25



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<http://sslocsd.org/>

## Staff Report

**To:** Board of Directors  
**From:** Robert Barlogio, Plant Superintendent  
**Via:** John Wallace, *District Administrator*  
**Date:** December 21, 2011

**Subject:** 04 MBI 03 – Annual Influent Grinder Maintenance

### Recommendation:

Staff recommends the Board approve the payment of **\$4,702.00** to JWC Environmental (JWCE) to become current on Grinder Unit 2's Monster Care Service Contract.

### Funding:

The FY 2011-12 Budget includes Major Budget Item No 04 MBI 03 – *ANNUAL Influent Grinder Maintenance* – which provide for the annual refurbishment of one of the District's two *Auger Monsters Grinders* – which is the equipment that screens and grinds material in the influent. The current budget for 04 MBI 03 is **\$33,791**.

Assuming this expenditure is approved, the remaining budget will be **\$29,089**.

### Discussion:

JWC's "Monster Care" provides the District with an exchange service for the grinders at the headworks of the plant. As the units need major service, we send the units to JWC Environmental, and they exchange the units for rebuilt units.

Staff had some issues with the grinder No. 1, allowing material to bypass the process, causing problems down the line. Since then, JWCE has made improvements and allowed the District to try the prototype, grinder No. 2. Staff has been satisfied with the prototype, as it has operated for about one year with good success. Becoming current on the service contract will allow continued "replacement" maintenance.



Invoice No: 44456  
Date: 12/6/2011  
Order No: SC00150-MB  
Page No: 1  
F.O.B: Origin

Sold To
South San Luis Obispo Sanitation District PO Box 339 Oceano, CA 93445 USA

Ship To
South San Luis Obispo Sanitation District 1600 Aloha Place Oceano, CA 93445 USA

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS		FREIGHT TERMS	
5039608		Monster Care Agreement		NET 30 DAYS		Freight: Billed	
SALES REP ID		SHIPPING METHOD		SHIP DATE		INVOICE DUE DATE	
025		For Invoicing Only		12/6/2011		1/5/2012	
QUANTITY		PART		DESCRIPTION		UNIT PRICE	EXTENDED PRICE
LI#	ORD	SH#	BCK				

1	1	1	0	MCARE	Monster Care 1 6/25/11 - 6/25/12	\$4,702.00	\$4,702.00
Three Year Monster Care Agreement for: Model: CDD3210-AD Grinder SN: S010845-2-1 PO# 072210-01							

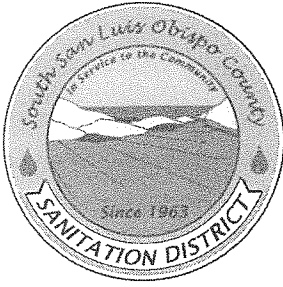
**SUB TOTAL:** \$4,702.00  
**SALES TAX:** \$0.00

**TOTAL AMOUNT DUE:** \$4,702.00

PLEASE REFERENCE THIS INVOICE  
NUMBER ON YOUR CHECK AND REMIT TO: **JWC Environmental, LLC**  
P.O. Box 848853  
Los Angeles, CA 90084-8853

**IF PAYING BY ACH OR WIRE:**

ACH/WIRE INSTRUCTIONS  
BANK NAME: WELLS FARGO  
ADDRESS: IRVINE, CA.  
ABA#: 121000248  
ACCOUNT #: 4123519118  
ACCOUNT NAME: **JWC Environmental, LLC**



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1600 Aloha Oceano, California 93445-9735

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### **Staff Report**

**To:** Board of Directors  
**From:** Robert Barlogio, Plant Superintendent  
**Via:** John Wallace, District Administrator *W*  
**Date:** December 21, 2011

**Subject:** Purchase of three 12" Valves

#### **Recommendation:**

Staff recommends the Board approves the purchase of three (3) 12 inch Mueller gate valves from Ferguson Inc. in the amount of **\$5,360.36**.

#### **Funding:**

At the beginning of FY 2011/2012, \$65,000 was budgeted for account No. 19-8030, Equipment Maintenance and Repair. Currently the balance in that account is \$45,429. If this purchase is approved, the remaining balance will be \$40,069.

#### **Discussion:**

We will be replacing FFR pump #1 probably in January. The valves have been in service for over 12 years. We feel that it would be prudent to change out the valves while we are replacing the FFR pump. We replaced the valves on #2 FFR as they did seat properly, allowing lots of water to leak by. We feel that it would be a good idea to have the valves on hand, ready to be installed, and replace the old valves.