



**SOUTH SAN LUIS OBISPO COUNTY  
SANITATION DISTRICT**

Post Office Box 339, Oceano, California 93475-0339  
1600 Aloha, Oceano, California 93445-9735  
Telephone (805) 489-6666 FAX (805) 489-2765  
[www.sslocsd.us](http://www.sslocsd.us)

**AGENDA  
BOARD OF DIRECTORS MEETING**  
Oceano Community Services District Board Room  
1655 Front Street  
Oceano, CA 93445

**Wednesday, April 4, 2018, at 6:00 p.m.**

**Board Members**

Linda Austin, Chair  
Barbara Nicolls, Vice Chair  
Jim Hill, Director

**Agencies**

Oceano Community Services District  
City of Grover Beach  
City of Arroyo Grande

**Alternate Board Members**

Karen White, Director  
Mariam Shah, Director  
Tim Brown, Director

Oceano Community Services District  
City of Grover Beach  
City of Arroyo Grande

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1. **CALL TO ORDER AND ROLL CALL**
  2. **PLEDGE OF ALLEGIANCE**
  3. **AGENDA REVIEW**
  4. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA**

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

- Direct Staff to assist or coordinate with you.
- Direct Staff to place your issue or matter on a future Board meeting agenda.

Please adhere to the following procedures when addressing the Board:

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

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California Government Code §54954.2, requests for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Bookkeeper/Secretary at (805) 481-6903. So that the District may address your request in a timely manner, please contact the District two business days in advance of the meeting.

**5. CONSENT AGENDA:**

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

- 5A. Approval of Warrants**
- 5B. Approval of Minutes of March 21, 2018**
- 5C. Redundancy Project: Kennedy/Jenks (K/J); Project Change Request 5**
- 5D. Redundancy Project: Kennedy/Jenks (K/J); Project Change Request 6**
- 5E. Validation of District Agreement with Faye Russo Tax Preparation, Accounting and Payroll**
- 5F. Status Update on 2015/2016 and 2016/2017 Financial Audits**

**6. ACTION ITEMS:**

**6A. TECHNICAL CONSULTANTS AND PLANT OPERATIONS REPORT**

Recommendation: Receive and File Report.

**6B. DISCUSSION OF PERSONNEL POLICY MANUAL UPDATES**

Recommendation: That the Board Continue Discussion of the Draft Revision of the Personnel Policy Manual (PPM) at the Board Meeting of April 4, 2018.

**6C. APPROVAL OF LEGAL SERVICES CONTRACT WITH THE LAW FIRM OF JONES & MAYER**

Recommendation: District General Counsel recommends that the Board of Directors enter into a contract with the law firm of Jones & Mayer to provide Special Counsel legal services to the South San Luis Obispo Sanitation District.

**6D. DISCUSSION OF EXPANDING THE MEMBERSHIP OF THE DISTRICT BOARD OF DIRECTORS**

Recommendation: That the Board of Directors receive the following information.  
No action is required at this time.

**7. MISCELLANEOUS ITEMS:**

**7A. Written Communications**

1. Letter received from City of Arroyo Grande, "Re: Request for Status Update on 2015/16 and 2016/17 Financial Audits."

**8. BOARD MEMBER COMMUNICATIONS:**

**9. CLOSED SESSION:**

**PUBLIC EMPLOYMENT APPOINTMENT**  
Title: District Administrator

**10. ADJOURNMENT**

The next regularly scheduled Board meeting on April 18, 2018, 6 pm at the  
Oceano Community Services District Board Room,  
1655 Front Street, Oceano, CA

# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

WARRANT REGISTER 04/04/2018 FY 2017/18

WARRANT #	VENDOR	ACCOUNT	BUDGET LINE ITEM	DESCRIPTION/ INVOICES #	ACCT BRKDN	TOTAL
04042018-2874	ANDRITZ SEPARATION	19-8030 2017-A1-05	EQUIPMENT MAINTENANCE	8480080298	\$818.13	\$818.13
2875	ARAMARK	19-7025	UNIFORMS	9094/6257/3584/0887	\$764.59	\$764.59
2876	AT&T	19-7013	COMMUNICATIONS	MARCH 8- APRIL 7, 2018	\$255.43	\$255.43
2877	BARBARA NICOLLS	19-7075	PROF SERVICES-BOARD MEMBERS/ MEETINGS	MARCH 7 & 21, 2018	\$200.00	\$200.00
2878	BRENNTAG	19-8050	PLANT CHEMICALS	BPI818728	\$5,656.08	\$5,656.08
2879	CHARTER COMMUNICATIONS	19-7013	COMMUNICATIONS TELEPHONE	8245101010085060	\$380.21	\$380.21
2880	CITY OF PISMO BEACH	20-7094	MOU WITH CITY OF PISMO BEACH FOR JOINT EIR	0000328	\$14,181.91	\$14,181.91
2881	FAYE S. RUSSO, EA. TAX & ACCOUNTING	19-7083	PROF SERVICES- FISCAL SERVICES	MARCH 2018	\$2,375.00	\$2,375.00
2882	GILBERT A. TRUJILLO, ESQ	19-7071	LEGAL COUNSEL	FEBRUARY 2018	\$6,197.50	\$6,197.50
2883	GRAINGER	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	9726213946	\$463.08	\$463.08
2884	JB DEWAR	19-8020	GAS/OIL	871372	\$69.57	\$69.57
2885	JIM HILL	19-7075	PROF SERVICES-BOARD MEMBERS/ MEETINGS	MARCH 7 & 21, 2018	\$200.00	\$200.00
2886	LIEBERT CASSIDY WHITMORE	19-7070	PROF-SERVICES-OUTSIDE COUNSEL	1451598/1450115/1450114/1450113/1448444/1448443	\$22,861.51	\$22,861.51
2887	LARA HR SERVICES	19-7076	HUMAN RESOURCES	2017-009/2018-001/2018-001	\$3,500.00	\$3,500.00
2888	LINDA AUSTIN	19-7075	PROF SERVICES-BOARD MEMBERS/ MEETINGS	MARCH 7 & 21, 2018	\$200.00	\$200.00
2889	MINERS ACE	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	Mar-18	\$233.42	\$233.42
2890	MISSION COMMUNICATIONS	19-7013	COMMUNICATIONS	1019274	\$454.80	\$454.80
2891	NBS	19-7074	OCEANO BILLING	APRIL 1, 2018-JUNE 30, 2018	\$721.91	\$721.91
2892	NORMAN & VASQUEZ ASSOCIATES	19-8061	STRUCTURE MAINTENANCE	DISABLED ACCESS REPAIR DOC	\$2,475.00	\$2,475.00
2893	PERRY'S ELECTRIC MOTORS & CONTROL	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	21570	\$280.62	\$1,974.97
		19-8030 2017-A1-05	EQUIPMENT MAINTENANCE	21467	\$1,694.35	
2894	PAUL J. KARP	19-7077	PROF SERVICES-ENGINEERING	2/16/2018-3/15/2018	\$2,182.50	\$2,182.50
2895	REGIONAL GOVERNMENT SERVICES	19-7076	HUMAN RESOURCES	8125	\$420.00	\$420.00
2896	SAFETY KLEEN	19-7078	CHEMICAL ANALYSIS	76137891	\$393.47	\$393.47
2897	UNITED STAFFING	19-6085	TEMP LABOR SERVICES	108319	\$1,272.96	\$1,272.96
2898	VWR	19-8040	LAB SUPPLIES	8026/8712/7951	\$210.17	\$210.17
SUB TOTAL					\$68,252.04	\$68,252.04
2899	SOUTH SLO COUNTY SANITATION DISTRICT	19-6030 19-6040 19-6090 19-6095 19-6060	PAYROLL	PPE 3/16/2018	\$19,490.64	\$21,847.97
			CALPERS RETIREMENT	PPE 3/16/2018	\$2,357.33	
GRAND TOTAL					\$90,100.01	\$90,100.01

We hereby certify that the demands numbered serially from 04042018-2874 to 04042018-2899 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 \_\_\_\_\_ DATE \_\_\_\_\_

Board Member \_\_\_\_\_ DATE \_\_\_\_\_

Board Member \_\_\_\_\_ DATE \_\_\_\_\_

Secretary \_\_\_\_\_ DATE \_\_\_\_\_

ITEM 5A



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

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## **Action Minutes of the Regular Meeting of Wednesday, March 21, 2018**

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

Chair Austin called the meeting to order and recognized a quorum.

Present: Linda Austin, Chair, Oceano Community Services District  
Jim Hill, Director, City of Arroyo Grande  
Barbara Nicolls, Director, City of Grover Beach

District Staff: Paul J. Karp, Technical Consultant  
Gilbert Trujillo, District Legal Counsel  
Amy Simpson, District Bookkeeper/Secretary

### **2. PLEDGE OF ALLEGIANCE**

Chair Austin led the Pledge of Allegiance.

### **3. AGENDA REVIEW**

Approved as presented.

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

Chair Austin opened the Public Comment period.

Julie Tacker commented on the censure of Director Hill, an investigation of Chair Shoals, increasing the Board to five members, civil action against former administrator John Wallace, and District finances.

Coleen Kubel commented on the audit, increasing the Board to five members, and a review of the procedure for placing items on an agenda.

Brad Snook, SurfRider, commented on the brine discharge program.

Ron Amoldsen commented on legal counsel, administration, and working together as a unified Board.

Kris Victorine commented on expanding the Board and civil action against former administrator John Wallace.

Patty Welsh commented on personnel, a Board member and the John Wallace case.

Patricia Price commented on getting items agendaized, the audit, expanding to a five member Board, the Personnel Policy Manual update, lab operations, and filing a civil case against former administrator John Wallace.

Chair Austin closed the Public Comment period.

Director Hill provided his comments on the operation of the lab, brine disposal and the audit.

Chair Austin shared that she had spoken to the County Auditor, Jim Erb.

## **5. CONSENT AGENDA:**

**5A. Approval of Warrants**

**5B. Approval of Minutes of March 07, 2018**

**5C. Award of Contract for Digester No. 1 Rehabilitation Project**

**5D. Award of Contract for Digester No. 1 Valve Replacement Project**

Chair Austin opened the Public Comment period.

Julie Tacker commented on the minutes and the warrants.

Patty Welsh commented on the minutes.

Kris Victorine commented on the warrants.

Patricia Price commented on the warrants.

Chair Austin closed the Public Comment period.

Director Hill provided his comments on the warrants and temporary labor.

**Motion:** Director Nicolls made a motion to approve the consent agenda as presented.

**Second:** Chair Austin

**Action:** Approved 2-1

Yes: Director Nicolls and Chair Austin

No: Director Hill

## **6. ACTION ITEMS:**

**6A. TECHNICAL CONSULTANTS AND PLANT OPERATIONS REPORT**

Chair Austin opened the Public Comment period.

Julie Tacker commented on brine disposal and the Air Pollution Control District violation.

Ron Arnoldsen commented on recruitments.

Patricia Price requested a copy of the brine disposal policy.

Coleen Kubel commented on Board organization.

Chair Austin closed the Public Comment period.

Director Hill commented on brine sampling and the Air Pollution Control District violation.

Mr. Karp responded to questions when directed to by the Chair.

**Action:** The Board received and filed the report.

**6B. DISCUSSION OF PERSONNEL POLICY MANUAL UPDATES**

The Board discussed the Personnel Policy Manual updates, provided comments, and asked staff to correct the grammatical errors.

Chair Austin opened the Public Comment period.

Patty Welsh, Kris Victorine, Ron Arnoldsen and Julie Tacker commented on the Personnel Policy Manual updates.

Chair Austin closed the Public Comment period.

The Personnel Policy Manual will be brought back to the next meeting and discussion will continue beginning with Section 5000 – Unauthorized Voluntary Absences.

**7. MISCELLANEOUS ITEMS**

**7A. Written Communications.**

Three correspondences were received from Cambria residents in support of the Cambria Sustainable Water Facility (SWF).

**8. BOARD MEMBER COMMUNICATIONS**

Director Hill commented regarding the cost of the Personnel Policy Manual update, instituting a key policy, temporary labor, the brine disposal program, the audit, cash reports, and civil action against former administrator John Wallace.

Director Nicolls commented on the audit and financial reports.

**9. CLOSED SESSION:**

**PUBLIC EMPLOYEE APPOINTMENT**

**Title: District Administrator**

Chair Austin opened the Public Comment period.

Coleen Kubel and Patricia Price provided comments.

Chair Austin closed the Public Comment period.

Legal Counsel Trujillo announced Closed Session.

The Board went into Closed Session at 7:26 p.m.

The Board returned from Closed Session at 8:00 p.m. District Legal Counsel Trujillo announced that there were no reportable actions.

**10. ADJOURN MEETING**

The meeting was adjourned at 8:00 p.m.

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





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### **STAFF REPORT**

**Date:** April 4, 2018  
**To:** Board of Directors  
**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
**Subject:** **REDUNDANCY PROJECT: KENNEDY/JENKS (K/J); PROJECT  
CHANGE REQUEST (PCR) 5**

#### **RECOMMENDATION:**

That the Board of Directors authorize the Technical Consultants to execute Project Change Request (PCR) 5 to the contract with Kennedy/Jenks (K/J) Consultants to increase the funding allocation for Phases 1-6 by \$55,000 bringing the amount for these phases to \$1,410,771. No project-level budget augmentation is currently being requested. Staff proposes to reallocate K/J contract budget from Phase 7 (Office Engineering during Construction), and will request a budget augmentation to re-fund Phase 7 before the project enters construction.

#### **BACKGROUND AND DISCUSSION:**

This change is to mitigate additional costs to Kennedy/Jenks Consultants resulting from a significant delay in the start of design of the Redundancy Improvements. The delay occurred because of a prolonged Coastal Development Permitting (CDP) process, which was outside of the control of both Kennedy/Jenks and the District and also as a result of an alternative evaluation that looked at implementation of the Redundancy Project as a membrane bioreactor (MBR). Kennedy/Jenks was directed by the District to hold off on beginning design work while the CDP was in process and during the development of a technical memorandum that evaluated the MBR alternative (recycled Water Alternatives Technical Memorandum (TM) —TM 7). The direction to hold off on work was provided with the intent of reducing expenditures on developing a design that could have been obsolete should the CDP have been rejected or should the District have decided to proceed with the MBR alternative presented in TM 7. The District provided notice to proceed (NTP) on preliminary and final design to K/J on November 16, 2017. The design work is currently underway.

The original project schedule anticipated issuance of the NTP on March 31, 2016, included a 12.5-month design schedule with completion of the construction documents on July 12, 2017. After considering TM 7, the Board chose to pursue the trickling filter/secondary clarifier (TF/SC) option and issued the aforementioned NTP to K/J to restart the design process 19.5

months after the original planned start date. The construction documents should be finished around the end of January 2019 (just after the holidays). A revised project schedule is attached.

K/J is not aware of any other potential scope changes after PCRs 5 and 6 are executed, unless the District decides to pursue nutrient removal as a part of this project.

**FISCAL CONSIDERATIONS:**

The PCR will be funded from budgeted funds for the redundancy project.

**OPTIONS:**

1. Authorize staff to execute PCR 5; or
2. Provide further direction to staff.

Attachment: K/J Scope Change/Budget Augmentation Request for PCR 5; and  
Revised Project Schedule

## Scope Change/Budget Augmentation Request

This document is notification of the need for additional work that is outside the contractually agreed-upon project scope, due to unforeseen outside factors, client-requested changes, or additions to scope. Effort on the additional work will not proceed until written acknowledgement/authorization is received from client.

<b>Project Name:</b> WWTF Redundancy Project	<b>Date:</b> 12/6/2017
<b>Client:</b> South San Luis Obispo County Sanitation District	<b>Project No.:</b> 1668009*00
<b>Description of Scope Change</b> (refer to correspondence, minutes of meetings, etc.)	
<p>This project change request (PCR) addresses the following proposed scope changes:</p> <ol style="list-style-type: none"><li>1) <b>PCR 5</b> - Kennedy/Jenks has incurred additional costs resulting from an 18-month delay in starting design of the Redundancy Improvements. This PCR will fund additional costs resulting from increased project management efforts and escalation due to the extended schedule.</li></ol> <p><u>PCR 5 - Time Extension</u></p> <p>Project management costs and escalation costs were estimated assuming a 16-month duration for CEQA/permitting, design, and bid period services from April 2016 to August 2017 (see executed Agreement, Exhibit A, Assumption 1 on page 15 of 16). The duration of CEQA/permitting, design, and bid period services has been extended by approximately 18 months as seen in the attached project schedule. Escalation costs were calculated using the Consumer Price Index (CPI) published by the Bureau of Labor Statistics. The National CPI-U Index (Series CUUR0000SA0) in April 2016 was 239.61 and in October 2017 was 246.663. Inflation over this period averaged 3 percent; 3 percent of the remaining contract value (approximately \$1.5 million) is \$45,000. Increased project management costs during the 18-month period are estimated at approximately \$10,000 based on earned value analyses (roughly 2-2.5 hours/month of additional PM time).</p> <p>This delay occurred because of a prolonged Coastal Development Permitting process, which was outside of the control of both Kennedy/Jenks and the District, and also as a result of an alternatives evaluation that looked at implementation of the Redundancy Project as a membrane bioreactor (MBR). Kennedy/Jenks was directed by the District to hold off on beginning design work while the CDP was in process and during the development of a technical memorandum that evaluated the MBR alternative (Recycled Water Alternatives TM – TM 7). The direction to hold off on work was provided with the intent of reducing expenditures on developing a design that could have been obsolete should the CDP have been rejected or should the District have decided to proceed with the MBR alternative presented in TM7. The District provided notice to proceed on preliminary and final design on 11/16/2017 and design work is currently underway.</p>	

**Summary of Project Change Requests (PCRs):**

PCR	Date	Summary
1 (Executed)	5/10/16	Increase Phase 2 budget to \$60,000 (+\$30,000) by shifting budget from Phase 7.
2 (Executed)	8/24/16	Increase Phase 2 budget to \$70,000 (+\$10,000) by shifting budget from Phase 7.
3 (Executed)	4/19/17	Increase Phase 2 budget to \$79,614 (+\$9,614) by shifting budget from Phase 7.
4 (Executed)	6/9/17	Increase Phase 1 budget to \$437,063 (+\$28,230) by shifting budget from Phase 7.
5 (Pending)	12/6/17	Increase Phase 1-6 budget to \$1,410,771 (+\$55,000) by shifting budget from Phase 7.

☐ Letter describing scope change included as an attachment.

**Assumption(s)**

- Not applicable.

**Budget Augmentation Request**

No project-level budget augmentation is currently being requested. We propose to reallocate budget from Phase 7, and will request a budget augmentation to re-fund Phase 7 before the project enter construction.

☐ Detailed fee estimate included as an attachment.

**Estimated Effect on Deliverable Schedule (if any)**

Not applicable.

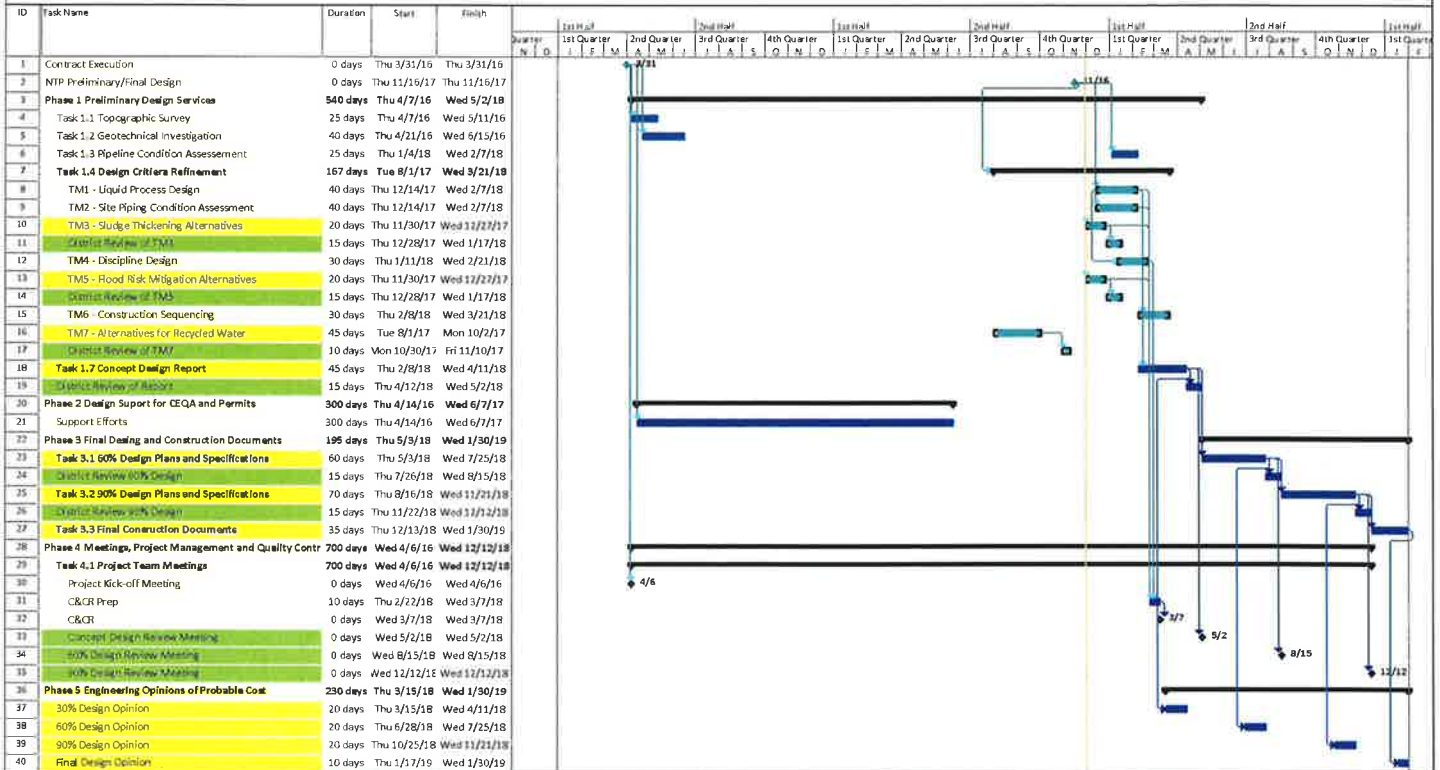
**Effect on Contract/Authorized Budget**

☒ Sufficient budget to cover the scope change request is available in the current project budget, and work can proceed once the change is authorized. A formal request for additional budget will be issued at a later date.

☐ Insufficient budget available in the current contract budget to cover the scope change request. A budget amendment is required prior to proceeding with the additional work.

Originated by: David Seymour, Kennedy/Jenks Consultants	Date: 12/6/2017
Approved by (K/J Project Manager): John Wyckoff, Kennedy/Jenks Consultants	Date: 12/6/2017
<b>Client Acknowledgement/Authorization</b>	
<input type="checkbox"/> Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be promptly executed. Proceed with the additional work.	
<input type="checkbox"/> Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be executed later if required to cover additional cost.	
<input type="checkbox"/> Scope Change/ Budget Augmentation Request is approved but do not proceed with additional work until a contract amendment is authorized.	
<input type="checkbox"/> Scope Change request is not authorized. Do not proceed.	
<input type="checkbox"/> Scope Change request is considered to be part of original scope. Follow-up discussion is required.	
Authorized by (Client Project Manager):	Date:
Print Name:	

**Exhibit B**  
**South San Luis Obispo County Sanitation District**  
**Wastewater Treatment Facility Redundancy Project**





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### **STAFF REPORT**

**Date:** April 4, 2018  
**To:** Board of Directors  
**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
**Subject:** **REDUNDANCY PROJECT: KENNEDY/JENKS (K/J); PROJECT  
CHANGE REQUEST (PCR) 6**

#### **RECOMMENDATION:**

That the Board of Directors authorize the Technical Consultants to execute PCR 6 to the contract with Kennedy/Jenks (K/J) Consultants to increase the funding allocation for Phases 1,3,4,5, and 6 by \$130,820 bringing the amount for these phases to \$1,541,591.

#### **BACKGROUND AND DISCUSSION:**

This change is necessary to facilitate the final design of the flood mitigation to provide protection for the critical portions of the plant identified by District staff (\$90,890); and to coordinate and perform the potholing work necessary to assess not only existing locations and depths, but also conditions of buried infrastructure that will be modified during the construction phase of the project (up to \$39,930 on a time and materials basis). The Engineer had anticipated the need for flood mitigation at the time of project conception, but the scope of the measures was uncertain. The design costs were firmed up after the engineer and staff jointly identified structures that should receive stem walls and/or flood plates. The potholing was originally to be coordinated by the District under a separate contract. After further thought, the District decided K/J could better schedule excavation of the potholes to meet scheduling requirements and minimize conflicts with operators working at the plant before and during the construction phase. The potholing is not an additional cost, but there is an increment that will be paid to K/J for their efforts to coordinate schedules. The funds for both PCRs (5 and 6) are available and shifted from Phase 7 (Office Engineering during Construction) of the K/J contract budget within the approved K/J contract. The request for budget augmentation to re-fund Phase 7 services will be forthcoming prior to the construction phase of the project.

K/J is not aware of any other potential scope changes after PCRs 5 and 6 are executed, unless the District decides to pursue nutrient removal as a part of this project.

**FISCAL CONSIDERATIONS:**

The PCR will be funded from budgeted funds for the redundancy project.

**OPTIONS:**

1. Authorize staff to execute PCR 6;
2. Direct the engineer to eliminate the flood proofing design and potholing from the project;  
or
3. Provide further direction to staff.

Attachment: K/J Scope Change/Budget Augmentation Request for PCR 6



## Scope Change/Budget Augmentation Request

This document is notification of the need for additional work that is outside the contractually agreed-upon project scope, due to unforeseen outside factors, client-requested changes, or additions to scope. Effort on the additional work will not proceed until written acknowledgement/authorization is received from client.

<b>Project Name:</b> WWTF Redundancy Project	<b>Date:</b> 3/8/2018																					
<b>Client:</b> South San Luis Obispo County Sanitation District	<b>Project No.:</b> 1668009*00																					
<b>Description of Scope Change</b> (refer to correspondence, minutes of meetings, etc.)																						
<p>This project change request (PCR) addresses the following proposed scope changes:</p> <ol style="list-style-type: none"> <li>1) <b>PCR 6</b> – This PCR will fund design of the flood mitigation measures as defined in Technical Memo No. 5 (TM5). The funding of the design of the flood mitigation measures was not initially included in the original project agreement as the scope of the required improvements had not been defined at the time of the execution of the agreement. This PCR will also fund potholing of yard piping in support of the Redundancy Project design.</li> </ol> <p><u>PCR 6 – Design of Flood Mitigation Measures</u></p> <p>Flood mitigation measures were anticipated at the time of the project conception, but the scope of the measures was uncertain. Therefore, a preliminary design effort was budgeted when the current agreement was executed with the anticipation that final design budget would be added to the contract when the scope of the measures was agreed to by the District. Potholing was initially to be self-performed by the District, but since the Agreement was executed the District's capacity to self-perform this work has changed. This PCR amends the contract to include up to \$39,930 of potholing work within the Consultant's scope on a time and materials basis.</p> <p>TM5 contains the flood elevation data and recommendation for providing necessary flood protection for the critical portions of the Facility. District staff has reviewed TM5 and provided direction on their preferences for proceeding with the flood mitigation measures. The work covered by this PCR includes design of the approved flood mitigation measures to be incorporated into the design of the Redundancy Project. Flood mitigation measures are comprised of design of stem walls and flood plates around the following structures: the primary transformer (Area 1 in TM5), standby power building (Area 2 in TM3), the side of the Power Generation Station that contains the MCC (Area 3 in TM5), and the Fixed Film Reactor (Area 4 in TM5).</p> <p><b>Summary of Project Change Requests (PCRs):</b></p> <table border="1"> <thead> <tr> <th>PCR</th> <th>Date</th> <th>Summary</th> </tr> </thead> <tbody> <tr> <td>1 (Executed)</td> <td>5/10/16</td> <td>Increase Phase 2 budget to \$60,000 (+\$30,000) by shifting budget from Phase 7.</td> </tr> <tr> <td>2 (Executed)</td> <td>8/24/16</td> <td>Increase Phase 2 budget to \$70,000 (+\$10,000) by shifting budget from Phase 7.</td> </tr> <tr> <td>3 (Executed)</td> <td>4/19/17</td> <td>Increase Phase 2 budget to \$79,614 (+\$9,614) by shifting budget from Phase 7.</td> </tr> <tr> <td>4 (Executed)</td> <td>6/9/17</td> <td>Increase Phase 1 budget to \$437,063 (+\$28,230) by shifting budget from Phase 7.</td> </tr> <tr> <td>5 (Pending)</td> <td>12/6/17</td> <td>Increase Phases 1-6 budget to \$1,410,771 (+\$55,000) by shifting budget from Phase 7.</td> </tr> <tr> <td>6 (Pending)</td> <td>3/8/18</td> <td>Increase Phases 1, 3, 4, 5, and 6 budgets to \$1,541,591 (+\$130,820) by shifting budget from Phase 7.</td> </tr> </tbody> </table>		PCR	Date	Summary	1 (Executed)	5/10/16	Increase Phase 2 budget to \$60,000 (+\$30,000) by shifting budget from Phase 7.	2 (Executed)	8/24/16	Increase Phase 2 budget to \$70,000 (+\$10,000) by shifting budget from Phase 7.	3 (Executed)	4/19/17	Increase Phase 2 budget to \$79,614 (+\$9,614) by shifting budget from Phase 7.	4 (Executed)	6/9/17	Increase Phase 1 budget to \$437,063 (+\$28,230) by shifting budget from Phase 7.	5 (Pending)	12/6/17	Increase Phases 1-6 budget to \$1,410,771 (+\$55,000) by shifting budget from Phase 7.	6 (Pending)	3/8/18	Increase Phases 1, 3, 4, 5, and 6 budgets to \$1,541,591 (+\$130,820) by shifting budget from Phase 7.
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<input type="checkbox"/> Letter describing scope change included as an attachment.	
<b>Assumption(s)</b> <ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	
<b>Budget Augmentation Request</b> <p>No project-level budget augmentation is currently being requested. We propose to reallocate budget from Phase 7, and will request a budget augmentation to re-fund Phase 7 before the project enters construction. Kennedy/Jenks cannot provide all of the scoped Phase 7 services until this budget is refunded.</p> <input checked="" type="checkbox"/> Detailed fee estimate included as an attachment.	
<b>Estimated Effect on Deliverable Schedule (if any)</b> Not applicable.	
<b>Effect on Contract/Authorized Budget</b> <p><input checked="" type="checkbox"/> Sufficient budget to cover the scope change request is available in the current project budget, and work can proceed once the change is authorized. A formal request for additional budget will be issued at a later date.</p> <p><input type="checkbox"/> Insufficient budget available in the current contract budget to cover the scope change request. A budget amendment is required prior to proceeding with the additional work.</p>	
Originated by: David Seymour, Kennedy/Jenks Consultants	Date: 3/8/2018
Approved by (K/J Project Manager): John Wyckoff, Kennedy/Jenks Consultants	Date: 3/8/2018
<b>Client Acknowledgement/Authorization</b> <p><input type="checkbox"/> Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be promptly executed. Proceed with the additional work.</p> <p><input type="checkbox"/> Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be executed later if required to cover additional cost.</p> <p><input type="checkbox"/> Scope Change/ Budget Augmentation Request is approved but do not proceed with additional work until a contract amendment is authorized.</p> <p><input type="checkbox"/> Scope Change request is not authorized. Do not proceed.</p> <p><input type="checkbox"/> Scope Change request is considered to be part of original scope. Follow-up discussion is required.</p>	
Authorized by (Client Project Manager):	Date:
Print Name:	

**Kennedy/Jenks Consultants**

[illegible]



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

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### **STAFF REPORT**

**Date:** April 4, 2018  
**To:** Board of Directors  
**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
**Subject:** **VALIDATION OF DISTRICT AGREEMENT WITH FAYE RUSSO TAX  
PREPARATION, ACCOUNTING AND PAYROLL**

#### **RECOMMENDATION:**

That the Board of Directors review and validate the District Agreement with Faye Russo Tax Preparation, Accounting and Payroll.

#### **BACKGROUND AND DISCUSSION:**

On May 16, 2017, the District entered into an agreement for bookkeeping support with Faye Russo Tax Preparation, Accounting and Payroll with a term of one year. District purchasing protocol calls for Board approval of service agreements with expenses that exceed \$25,000. When envisioned, the Administrator did not expect the cost of the bookkeeping services would exceed the \$25,000 limit. Current administration requested additional services from the consultant to facilitate a transition period that began when the District Bookkeeper/Secretary was reinstated after an extended absence resulting from paid administrative leave ordered by the previous District Administrator. Current management implemented procedures to provide additional security for the District and the Bookkeeper. Management expects that the need for this effort will expire with the term of the agreement. Expenditures are not expected to be significant during the last few weeks of the agreement, but the accumulated costs during the term currently amount to \$33,960. Since this amount must be approved by the Board of Directors, staff recommends that the Board review and validate the existing agreement.

#### **OPTIONS:**

1. Review and validate the May 16, 2017 Agreement between the South San Luis Obispo County Sanitation District and Faye Russo Tax Preparation, Accounting and Payroll; or
2. Provide other direction to staff.

**Attachment:** Agreement between the South San Luis Obispo County Sanitation District and Faye Russo Tax Preparation, Bookkeeping and Payroll

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on May 16, 2017, by and between Faye Russo Tax Preparation, Bookkeeping and Payroll, ("Consultant") and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. District needs specialized professional accounting and bookkeeping services; and currently does not have sufficient in-house staff to provide these services;
2. The District recently informally solicited accounting and bookkeeping services;
3. The Consultant came highly recommended with good references. District staff interviewed the Consultant on April 11, 2017 and found the Consultant knowledgeable, a quick study as to the District current accounting and bookkeeping needs, and good fit and willingness to work with District staff;
4. The consultant is willing to sign a contract acceptable to District Counsel; and
5. Hiring a Consultant to provide professional accounting consultant services for the District is consistent with the District's Purchasing Guidelines, as adopted by Resolution No. 2016-353, which provide that the District Administrator is the District's agent for purchasing services less than \$25,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, and of a quality to assure efficient running of the wastewater plant.

### NOW, THEREFORE, IT IS AGREED:

1. Recitals true. The above recitals are true.

2. General.

2.01. Term and Termination. The term of this contract is one (1) year, beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing professional accounting services. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."

2.03 District's Duties. District's duties under this Agreement are to cooperate with Consultant in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit "B."

2.05. Insurance. No insurance is required under this contract

2.06. Exhibits. Exhibits "A," and "B," are attached and incorporated.

### 3. Consultant's Obligations.

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.

**3.02. Tools and Equipment.** Except as otherwise stated in this Agreement, Consultant will supply all tools and equipment necessary to perform this Agreement.

**3.03. Status.** Consultant (including its employees) is an independent contractor. No employer/employee relationship exists between Consultant and the District. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under this agreement.

**3.04. Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

**3.05 Dispute Resolution:** In the event of a legal dispute, the parties agree to consider dispute resolution as an alternative to litigation. Potential dispute resolution mechanisms to be considered include, as appropriate, informal meetings, mediation, and arbitration.

#### **4. Miscellaneous**

**4.01. Notices.** All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the District and a representative of Consultant, listed below. All notices shall be addressed as follows unless a written change is filed with the District:

To District:

Attn. District Administrator  
South San Luis Obispo County  
Sanitation District  
P.O. Box 339  
Oceano, CA 93475-0339

To Consultant:

Ms. Faye Russo  
825 El Capitan Way, Suite I  
San Luis Obispo, CA 93401  
(805) 594-1040

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

**4.02. Compliance With Laws, etc.** Consultant shall comply with all laws, including but not limited to the rules and policies of the District, in performing this agreement.

**4.03. Integration.** This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

**4.04. Interpretation.** This agreement shall be interpreted in accordance with the laws of the State of California.

Atty rev. 2016

**4.05. Jurisdiction.** Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of San Luis Obispo, State of California.

**4.06. Warranty of authority.** Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

**4.07. No Waiver.** Failure to enforce with respect to a default shall not be construed as a waiver.

**4.08. Severability.** The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

**4.09. Submittals.** In addition to any other submittals required by this agreement, Consultant shall submit copies of current certificate of workers compensation coverage to the District before beginning work on this project if required.


**4.10. Prevailing Wage.** If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at [www.dir.ca.gov](http://www.dir.ca.gov) and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

**4.11. Exclusive Ownership.** All plans, specifications, reports, electronic media, records, and other design documents prepared by Consultant pursuant to this agreement shall be the property of the District upon rendering of payment in full; District is entitled to full and unrestricted use of such plans, specifications, reports and other design documents prepared by Consultant pursuant to this agreement; such plans, specifications, reports, and other design documents prepared by Consultant pursuant to this agreement shall be used exclusively on this project and shall not be used on any other work unless deemed necessary by the District.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY SANITATION  
DISTRICT

By:  5/17/17

By: 

By: \_\_\_\_\_

APPROVED AS TO FORM:



District Counsel

**EXHIBIT "A"**

Below outlines the terms of engagement and scope of services between Ms. Faye Russo ("Consultant") and South SLO County Sanitation District ("District") to provide as described herein.

- Provide ongoing accounting and bookkeeping services and expertise on a as needed basis.
- Provide QuickBooks and journal entries, and the recording of unusual or significant transactions
- Review and compare the beginning and ending balances for each balance sheet
- Assist with Quarterly and End of Year Reconciliations, and report preparation
- Assist with Annual Budget development
- Assist in cash reconciliations
- Assist with account receivables and recording of income
- Create financial spreadsheets as needed
- Review Accounts Receivable and Accounts Payable Aging
- Assist with Annual Audit Preparation
- Assist with CalPers Reporting if change in current payroll service is determined
- Assist with Payroll if change in current service is determined

**EXHIBIT "B"**

Billing Rate: \$95.00 per hour





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### **STAFF REPORT**

**Date:** April 4, 2018  
**To:** Board of Directors  
**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
**Subject:** **STATUS UPDATE ON 2015/16 AND 2016/17 FINANCIAL AUDITS**

#### **RECOMMENDATION:**

That the Board receive and file this report.

#### **BACKGROUND:**

At the Board meeting of July 20, 2016, the Board of Directors approved the selection of Glenn Burdette Attest Corporation to perform the District's 2015/2016 Financial Audit. The work is ongoing.

#### **DISCUSSION:**

Below is the timeline provided by Glenn Burdette and reviewed by District staff to complete and issue the financial audit for fiscal year 2015/2016.

- 3/28/18 – Glenn Burdette generated questions due to District after completion of Board minute review.
- 4/2/18 – Responses from District due back to Glenn Burdette.
- 4/9/18 – Final Glenn Burdette open items/questions due to District.
- 4/23/18 – Responses from District on all open items due back to Glenn Burdette.
- 5/7/18 – Glenn Burdette to provide Final draft financial statements and findings to District for review.
- 5/11/18 – District questions/responses after review of financial statements and findings due back to Glenn Burdette.
- 5/16/18 – Glenn Burdette to present financial statements and findings at District Board Meeting.

The 2016/17 financial audit will begin immediately after completion of the 2015/16 audit.



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### STAFF REPORT

**Date:** April 4, 2018

**To:** Board of Directors

**From:** Richard Sweet and Paul J. Karp, Technical Consultants; Mychal Jones,  
Interim Plant Superintendent

**Subject:** TECHNICAL CONSULTANTS AND PLANT OPERATIONS REPORT

This report represents ongoing information on the latest District staff activities on major capital projects and studies, programmatic initiatives, regional collaboration, National Pollutant Discharge Elimination System discharge permit renewal, and Plant Operations report detailing our operation and maintenance activities. *Updates since the last report are provided in italics below:*

#### **Major Capital Projects:**

##### **Headworks:**

**Status:** Operational. Requires upgrades to meet specifications.

Significant efforts are underway to bring the project into conformance with specifications. It has been determined that recent upgrades have not resulted in satisfactory discharge of material. New nozzles have been installed to attempt to refine the discharge. Staff met with the engineer, contractor, and supplier to take input about how completion of this project might be expedited. Coordination between the supplier, contractor, and engineer continues in an effort to reduce the fecal content of the discharge. *A new discharge chute has been installed that replaces a chute that was damaged due to faulty discharge.* This work is occurring at no charge to the District.

##### **Redundancy Project:**

**Design:** On March 16, 2016, the Board approved a design contract with Kennedy/Jenks for Phase I of this project. On June 21, 2017, the Board approved proceeding with the remaining phases under the contract, including final design.

Technical Memo 7 (TM-7) has been prepared by Kennedy/Jenks to evaluate a Membrane Bioreactor (MBR) process that would facilitate the Regional Groundwater Sustainability Project (RGSP). TM-7 was presented to the Board on November 15, 2017. The Board directed the pursuit of the original Redundancy Project and to meet with member agencies regarding their input on possible features as the plant that might support RGSP.

Operational staff is evaluating Technical Memo 3, pertaining to recommendation of the sludge thickening process, and Technical Memo 5, dealing with flood protection of critical facilities.

Coastal Commission Permitting: Thirty-year Coastal Development Permit approved.

Financing State: All portions of the State Revolving Fund loan package application have been submitted to State Water Resources Control Board. A number of additional items have been requested to make the application more favorable. Michael K. Nunley & Associates is pursuing completion of those items.

Federal: (United States Department of Agriculture): The District may be eligible for grants and loans up to one-third of the amount needed for the Redundancy Project through a disadvantaged community program.

The Board, at its meeting of February 21, 2018, adopted a resolution authorizing and directing the Board Chair to enter into a contract with Rincon Consultants of San Luis Obispo in the amount of \$34,449 for Environmental Services in support of funding opportunities for the Redundancy Project.

Given present project estimates and the Board's desire to evaluate set aside funding, the Board, at its meeting of February 7, 2018, engaged Bartle Wells to prepare a financial plan update. The update is funded with remaining funds from a prior financial update.

*Project Change Requests (PCR) 5 and 6 regarding scheduling changes, design of critical facilities flood protection design, and potholing coordination will be discussed by the Board at the April 4, 2018 meeting.*

**Biosolids Concrete Slab:**

This project is required to accommodate a repaired centrifuge. The District is in the final stages of defining the centrifuge repair. The Board, at its meeting of February 7, 2018, approved awarding the contract to the low bidder, Whitaker Construction, in the amount of \$45,810. Final executed contract documents have been received from Whitaker Construction and the project is moving to construction.

**Primary Digester No. 1 Cleanout and Structural Evaluation:**

A request for additional budget allocation of \$466,000 was approved by the Board on January 17, 2018. With the additional budget allocation approved, Calls for Bids for the two projects, (1) Recoating the Digester; and (2) Replacement of the Digester Mixing Valves; were approved by the Board at its meeting of February 7, 2018. *Award of contract for the two projects was approved by the Board at its meeting of March 21, 2018.*

**Centrifuge Repair:**

The District-owned centrifuge requires repair. Agreement to repair the centrifuge has been executed per District purchasing guidelines. *Work has begun on this task.*

**Raise Manholes to Grade:**

The County repaved a portion of Valley Road. The paving covered District manholes. MKN is in the final stages of design for a project to raise the manholes to grade to allow District access.

**Programmatic Initiatives:**

**Human Resources/Personnel Policy Manual (PPM) Update:**

All sections of the PPM have now been reviewed (including legal input), and updated with significant and comprehensive revisions. The Board considered the update at the meeting of December 6, 2017, and directed that staff return the PPM to the Board for further consideration in sections. This matter is presently before the Board.

**Financial Initiative:**

Annual Fiscal Year 2015-2016 Audit. District auditors Glenn Burdette continue to work with staff to complete the audit. On March 2, 2018, staff received correspondence from Glenn Burdette with one open item to complete. *A status update report on the 2015/16 and 2016/17 Financial Audits is on the Board's agenda this evening.*

**Regional Collaboration:**

**Regional Groundwater Sustainability Project (RGSP):**

This project consists of a potential future regional recycling project in the South San Luis Obispo County area in conjunction with the City of Pismo Beach and the District (with participation of our member agencies: Cities of Arroyo Grande, Grover Beach, and Oceano CSD). On June 20, 2017, the Pismo Beach City Council approved a memorandum of understanding between the City of Pismo Beach and the District. The City also awarded a contract for a joint environmental impact report to Rincon Consultants at that same meeting. Technical Memo 7 was presented to the Board at the November 15, 2017 meeting. The Board directed that the Redundancy Project proceed as originally envisioned minus the membrane bio-reactor (MBR) option. The District is evaluating a request for additional sampling in support of development treatment parameters for a RGSP project. Technical Consultants continue to meet with stakeholders to coordinate efforts in support of the RGSP. The City of Pismo Beach has prepared a memorandum of understanding for the District's consideration to reserve space at the District's plant for the RGSP project.

**Zone 1/1A Flood Control Advisory Committee:**

The Committee's focus is to provide input and coordination on proposed improvements and maintenance of the Zone 1/1A flood facilities, working with the Coastal San Luis Resource Conservation District. The Board appointed Paul J. Karp, Technical Consultant to the District, to the Flood Control Advisory Committee. The Committee met in January and discussed creek clearing projects by County Public Works and the cooperative effort by the Sheriff's Department to patrol the areas.

**Regional Water Quality Control Board National Pollutant Discharge Elimination System (NPDES) Permit Renewal:**

Staff revised the Sewer System Management Plan Audit Report to come into compliance with our Waste Discharge Requirement (WDR). The WDR requires an Audit be completed every two years. This audit report describes our planned activities under the Plan for the upcoming year.

**District's Brine Disposal Program:**

A revised Brine Disposal Plan is on site. The Plan has been submitted for comment to the Regional Water Quality Control Board (RWQCB) staff.

Staff has received a first draft of an application to discharge brine at the South San Luis Obispo County Sanitation District from Cambria Community Services District (CCSD). Additional items have been requested by staff to make the application complete. It is staff's intent to process the application as usual. This matter has been discussed by members of the public at previous Board meetings. At this writing, staff is not aware of any brine being delivered to the District for disposal from CCSD regardless of previously submitted

applications. After completing CCSD's application and fees are paid, it is staff's intent to advise CCSD of the status of its application per the administrative process previously followed by the District.

Staff met on February 14, 2018 with Brad Snook and Cynthia Replogle, representing Surfrider Foundation, to review the brine program. Surfrider asked, and staff agreed, to seek input from counterparts in the field of brine disposal regarding the method of sampling brine from delivery vehicles. Staff also agreed to compare practices used by the District to any standard that may be discovered; and to draft a standard operating procedure for the practice used to process the discharge of brine delivered to the District plant for disposal.

**Recruitment of District Administrator:**

CPS HR was engaged by the Board to recruit a new District Administrator. The Board has directed modifications to the recruitment brochure. Review of applications by the Board is underway. *Interviews are being scheduled.*

**Recruitment of Laboratory Technician:**

*Staff is working with the Human Resources Consultant to recruit a replacement for the former employee who vacated the position to seek employment at another agency geographically closer to her family.*

**Upcoming Agenda Items:**

- 2015-16 Fiscal Year Audit
- Continuation of PPM Chapters Review

## Plant Operations Report

During this reporting period (March 15 – March 28, 2018) the District exceeded its NPDES permit limit for fecal coliform bacteria on March 21, 2018. Due to an increase in flows caused by excessive rain and higher velocities within our sewer lines, our treatment plant received a substantial amount of loading causing us to exceed our NPDES permit limit. Immediately following the observation of our fecal coliform bacteria exceedance, staff raised the chlorine dosage at the chlorine contact chamber to lessen bacterial activity. The Regional Water Quality Control Board (RWQCB) has been notified of the permit exceedance. Following the exceedance, all process values for fecal coliform bacteria are within permit limits. *All other process values (lab test results) were within permit limits.*

### Plant Data (Monthly Data as of March 28, 2018)

March 2018	INF Flow MGD	INF Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	BOD % Removal	INF TSS mg/L	EFF TSS mg/L	TSS % Removal	Fecal Coliform MPN/100mL	Chlorine Usage lbs/day
Low	2.28	3.3	470	14.1		418	13.8		<1.8	63
High	3.15	5	560	22		672	26		16,000	407**
Average	2.45	3.83	504	18.05	96.4	544	17.85	96.7	844.2	215
March 2017 AVG	2.5	3.8	488	30.4	93.8	457	37.3	91.8	4.3	181
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

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

\*\*High chlorine usage was due to filling of secondary clarifier bug box chlorine tote.

### Operation and Maintenance Projects

- Began clean out of sludge drying beds.
- Installed new lube pump motor on rental centrifuge.
- Thoma Electric and Operations staff troubleshot electrical issues with rental centrifuge lube pump and placed back in normal operation.
- Drained secondary chemical tanks of rain water.
- Emergency bypass pump failed due to starter solenoid sticking during biweekly testing. Bypass pump is back in operation until new starter solenoid is received and replaced.
- Inspected building silt gates throughout plant.
- Pumped out rain water in sludge drying bed.
- Replaced PVC fitting on secondary clarifier bug box chlorine tote.
- Refilled oil in digester mixing pump.
- Removed centrifuge auger and prepared for installation of new auger.
- Inspected and marked Underground Service Alerts.
- Began monthly plant safety walk-through.
- Completed monthly Spill Prevention Control and Countermeasures (SPCC).
- Created and organized digital file for Underground Service Alerts.
- Drained ferric chloride containment of rain water.

**Work Orders Completed**

- Completed monthly work orders for clarifier drive maintenance.

**Training**

- Operations staff participated in training on personal protective equipment.

**Notice of Violation**

- Received a settlement offer for the District's violation on January 25, 2018 from San Luis Obispo County Air Pollution Control District in the amount of \$500. The District will also, within 30 days of the settlement, submit to APCD for approval, a written operating plan that describes the process taken to ensure compliance with the digester gas H<sub>2</sub>S content limit in the San Luis Obispo County Air Pollution Control District Permit to Operate Number 703-5. The plan shall include, but not be limited to, any process-related procedures to reduce H<sub>2</sub>S in digester gas, digester gas sampling and H<sub>2</sub>S measurement methods and contingencies for process upsets or breakdowns of equipment that may affect the H<sub>2</sub>S content of digester gas. *The District has accepted the settlement offer and will provide payment prior to the April 4, 2018 deadline.*

**Call Outs**

- No call outs during this reporting period.

**Brine Program**

- Began draft of standard operating procedure (SOP) for brine sampling.



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

Post Office Box 339, Oceano, California 93475-0339

1600 Aloha, Oceano, California 93445-9735

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

[www.sslocsd.org](http://www.sslocsd.org)

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### **STAFF REPORT**

**Date:** April 4, 2018  
**To:** Board of Directors  
**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
**Subject:** DISCUSSION OF PERSONNEL POLICY MANUAL UPDATES

#### **RECOMMENDATION:**

That the Board of Directors continue to discuss the current draft revisions to the Personnel Policy Manual (PPM) as distributed at the Board meeting of February 7, 2018; and continue discussion of the draft revision at the Board meeting of April 4, 2018.

#### **BACKGROUND:**

On November 15, 2017, staff presented the Board of Directors with a comprehensive update of the District Personnel Policy Manual (PPM). The last complete update of the Personnel Policy Manual occurred in April 2005.

The Board reviewed updates, modifications, and additions to the draft update of the Manual, and provided staff with direction to modify specific areas and bring the full document back for the second reading. The second reading of the PPM was scheduled for the Board meeting of December 6, 2017. Rather than adopt the final document, the Board directed staff to bring the PPM back for further discussion.

#### **DISCUSSION:**

The Chair should take comments from the public. The Chair should then close the public comment period and the Board should review and discuss the PPM. The Board Secretary will record proposed changes from the discussion and maintain a "working copy" until the Board determines it has completed its review and the document is ready for adoption. The "working copy" will be used to revise the draft PPM. The District employee members contributed significantly to many of the modifications that appear in the current draft. Any changes will be referred to the Service Employees International Union (SEIU) for input. The final document will be forwarded to the Board for adoption at a future regular Board meeting. The PPM is a comprehensive document that has been drafted by consulting human resources professionals



employed by the District. The document was then referred to District Counsel for review. The final draft was reviewed by professional staff who represent public employees throughout San Luis Obispo and Santa Barbara Counties. Many of the terms and procedures follow protocol developed over time in the industry. Specific clauses and terms contain significance in both statutes and case law. The Board should consult with District Counsel prior to making changes to avoid rendering the document unenforceable.



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### **STAFF REPORT**

**Date:** April 4, 2018

**To:** Board of Directors

**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
Gilbert A. Trujillo, General Counsel

**Subject:** **APPROVAL OF LEGAL SERVICES CONTRACT WITH THE LAW FIRM OF  
JONES & MAYER**

#### **RECOMMENDATION:**

District General Counsel recommends that the Board of Directors enter into a contract with the law firm of Jones & Mayer to provide Special Counsel legal services to the South San Luis Obispo Sanitation District.

#### **BACKGROUND:**

Co-General Counsel Wendy Stockton resigned her position with the District effective January 27, 2018. As the Board may recall, Co-General Counsel Wendy Stockton and Gilbert A. Trujillo were retained by the Board on November 4, 2015, to provide General Counsel services. With Ms. Stockton's departure, there is a need to immediately replace her services in order to continue to provide the District with timely legal services.

#### **DISCUSSION:**

The District's existing contract for legal services provides that Mr. Trujillo will attend Board meetings and serve as the lead for Board contacts, with Ms. Stockton serving as an alternate. Ms. Stockton served as the lead contact for other non-litigation general services, including, but not limited to, document drafting, document review, attendance at meetings and hearings other than District Board meetings, and rendering legal opinions to the District Board or District Administrator, with Mr. Trujillo serving as an alternate. It is proposed that Jones & Mayer will assume Ms. Stockton's duties and will serve as Mr. Trujillo's alternate.

Paragraph 9 of the District's current contract for legal services with Mr. Trujillo provides that "[u]pon Attorneys' recommendation and authorization from the District Board and/or District Administrator, the District will retain Special Counsel to associate with or supplement the services of District Legal Counsel." The District's General Counsel is recommending the

retention of the law firm of Jones & Mayer in order to ensure that there is no disruption of service to the District.

The firm of Jones & Mayer is a full service law firm specializing in municipal and local government law. The firm recently opened a Central Coast Office. Information on the firm is attached.

With Ms. Stockton's departure, the Board of Directors may desire to seek proposals for General Counsel services. In this event, the immediate retention of Jones & Mayer is still necessary in order to replace Ms. Stockton during the search for new General Counsel.

**FISCAL CONSIDERATIONS:**

The District should not incur any additional legal expenses with the departure of Ms. Stockton. The law firm of Jones & Mayer will provide general legal services at the rate of \$185 an hour. This is the same rate as provided for in Ms. Stockton's contract. In addition, since Jones & Mayer has a Central Coast office, travel time will be negligible.

**OPTIONS:**

1. The Board may desire to pursue a Request for Proposals for General Counsel. If this direction is given to staff, it is still necessary to retain legal counsel to replace Ms. Stockton during the search for new General Counsel.
2. The Board may provide other direction to staff.

Attachment: Agreement for Legal Services  
Information from Jones & Mayer

**AGREEMENT FOR LEGAL SERVICES  
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of JONES & MAYER ("Jones & Mayer") and the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (the "District"), a public entity under the laws of the State of California.

**RECITALS**

- A. Jones & Mayer is a firm in the general practice of law with extensive experience advising public entities, and is fully able to carry out the duties described in this Agreement.
- B. The District desires to contract with Jones & Mayer to provide contract legal services to the District.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the District agree as follows:

1. **APPOINTMENT OF LEAD SPECIAL COUNSEL**

A. Keith F. Collins is hereby designated and appointed as Lead Special Counsel to the District ("Lead Special Counsel") of the South San Luis Obispo County Sanitation District, and shall serve and be compensated as provided by this Agreement. The Lead Special Counsel shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. As required, the Lead Special Counsel shall attend all District Board meetings and other meetings and be available at all reasonable times to the Chair, Board members, Director, and persons designated by the Director, in relationship to all legal services to be furnished by Jones & Mayer under this Agreement. The Lead Special Counsel shall also direct and coordinate all internal activities so that all services provided by Jones & Mayer under this Agreement to the District shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed Lead Special Counsel are a substantial inducement for the District to enter into this Agreement. The Lead Special Counsel shall be responsible during the term of this Agreement for directing all activities of Jones & Mayer on behalf of the District and devoting such time as necessary to personally supervise such services. The primary assignment of the Lead Special Counsel shall not be changed by Jones & Mayer without the express approval of the District.

B. All attorneys assigned to perform approved District business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and

licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

2. SCOPE OF WORK

A. Jones & Mayer agrees to perform all necessary legal services as Special Counsel to the District, and shall:

1. As required, attend all regularly scheduled and special District Board meetings and District Board study sessions.
2. As required, provide legal services on-site during office hours at the District Office, with the amount and the scheduling of such hours to be determined by the District. These hours of on-site service will be at regularly scheduled times made known to all members of the District Board and to all senior District staff so as to facilitate informal, direct access to legal counsel as necessary.
3. Attend any other meetings at the District office or via conference call as required by the District Board, District General Counsel, or the District Director.
4. Advise the District Board; any subordinate bodies, committees, authorities or agencies; District staff and other District officials; on all legal matters pertaining to District business.
5. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard District documents.
6. Prepare such written and oral legal opinions as shall, from time to time, be requested by the District.
7. Perform such other routine legal services as are required, from time to time, by the District Board, District General Counsel or the District Director.
8. Represent the District and the District's officials, officers, and employees in litigation and administrative proceedings as directed by the District Board, District General Counsel or the District Director.
9. At the request of the District, perform special projects or tasks assigned by the District Director, General Counsel or the District Board.

B. The District specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. The District General Counsel or Lead Special Counsel will supervise outside legal counsel's work. This reservation of rights does not preclude the District from assigning these matters to Jones & Mayer as part of the scope of duties

under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.

3. COMPENSATION

Jones & Mayer shall be compensated for services rendered under this Agreement as follows:

A. General Legal Services

The District shall pay Jones & Mayer an hourly rate of \$185 for general legal services (those services described above in Section 2.A., numbers 1-8).

B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within Section 2.A., numbers 1-8 shall be billed to District at the rate of \$250 per hour. Any special projects billed at this rate require prior approval of the District Board, District General Counsel or District Director, or designee. Paralegal services shall be billed at the rate of \$125 per hour. All costs and expenses, including travel time and mileage, except those set forth in Section 3.F below, shall be deemed included in the foregoing hourly billing rates.

C. Litigation Services

Litigation matters approved by the District Director and/or District Board shall be billed at the rate of \$250 per hour. Paralegal services shall be billed at the rate of \$125 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

D. Summary of Labor Rates:

Basic Legal Services	\$ 185.00 Per Hour
Special Services/Project	\$ 250.00 Per Hour
Litigation	\$ 250.00 Per Hour
Paralegal:	\$ 125.00 Per Hour

E. Billing and Rate Increases

Jones & Mayer shall provide a monthly billing report indicating actual time spent performing basic legal services, litigation matters, and additional specialized projects. The foregoing hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement commencing in 2018) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on

comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable, not to exceed 5% per year.

F. Billable Activities for Legal Services/Expenses

Jones & Mayer generally does not bill fax, word processing, and small reproduction matters (under 100 pages). Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures. Jones & Mayer will not bill for travel expenses associated with general legal services.

Jones & Mayer will charge District for actual necessary costs incurred for all of the following, including but not limited to: court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research, title reports, overnight/express delivery services, parking fees, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, all costs related to any litigation (civil or criminal) or special projects (including travel expenses), and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

G. Monthly Statements

Jones & Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the District Director. All work performed by Jones & Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the District, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

H. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the District.

4. CONFLICT OF INTEREST

Jones & Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones & Mayer shall immediately notify District. Within thirty (30) days following execution of this Agreement, Jones & Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law, including District's adopted conflict of interest code, if any.

5. INDEPENDENT CONTRACTOR

Jones & Mayer shall perform all services required under this Agreement as an independent contractor of the District, and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Jones & Mayer shall not at any time or in any manner represent that it or any of its employees or agents are District employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the District and Jones & Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the District and Jones & Mayer, the quality of the services rendered, and the billing of such services, the District and Jones & Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

7. INSURANCE AND INDEMNIFICATION

A. Insurance

1. Jones & Mayer shall procure and maintain, at its cost:
  - a. Commercial General Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall designate District, its elected and appointed officials, employees, and volunteers as additional insureds. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by District.
  - b. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
  - c. Professional liability insurance with limits not less than \$2,000,000 per occurrence.
  - d. Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per



accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against District, its elected and appointed officials, employees and volunteers.

2. All such policies shall provide District 30 days' notice of cancellation. Self-insured retentions must be declared and approved by District.
3. Prior to commencement of work, and throughout the term of this Agreement, Jones & Mayer shall furnish DISTRICT with certificates evidencing compliance with the insurance requirements above. Jones & Mayer agrees to provide complete, certified copies of all required insurance policies if requested by the District.
4. Insurance shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or otherwise meet the written approval of the District.
5. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

B. Indemnification

Jones & Mayer shall defend, indemnify, and hold harmless the District, and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to person(s) or damages to property (including property owned by the District), and for errors and omissions committed by Jones & Mayer, its officers, employees, and agents, arising out of or relating to Jones & Mayer's performance under this Agreement, except to the degree such injury, damage, error(s) or omission(s) may be caused by District's negligence or willful misconduct, or that of the District's officers or employees.

8. RECORDS AND REPORTS

A. Records

Jones & Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the District to evaluate the performance of the required services. The District shall have full and free access to such books and records that deal specifically with the services performed by Jones & Mayer for District at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones & Mayer, its employees and agents in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request by the District or upon termination of this Agreement. Jones & Mayer shall have no claim for further or additional compensation as a result of the exercise by the District of its full rights of ownership of the documents and material hereunder. Jones & Mayer may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Jones & Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the District, except as may be required by law.

9. NONDISCRIMINATION

Jones & Mayer pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. EFFECTIVE DATE

This AGREEMENT will govern all legal services performed by Jones & Mayer on behalf of District. The term of this Agreement shall commence on April 1, 2018, and shall continue in effect until terminated as provided herein. District may terminate the Agreement at any time, as provided in Section 11A.

11. TERMINATION

A. Termination By District

Jones & Mayer shall at all times serve under the terms of this Agreement at the pleasure of the District Board, and the District Board hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones & Mayer. Upon receipt of any notice of termination, Jones & Mayer shall cease all services under this Agreement except as may be specifically approved by the District. At that time, all further obligations of the District to pay Jones & Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the District shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones & Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of District.

B. Termination By Jones & Mayer

Jones & Mayer reserves the right to terminate this Agreement by giving ninety (90) days' advance written notice to District.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, Jones & Mayer shall cooperate with the District in transferring the files and assignments to District staff or other person designated by District pending the hiring of another Lead Special Counsel. Jones & Mayer shall be compensated at the hourly rates set forth in Section 3 of this Agreement should Jones & Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

12. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

South San Luis Obispo County Sanitation District  
1600 Aloha, Place  
Oceano, CA 93445

Jones & Mayer  
3777 N. Harbor Blvd.  
Fullerton, CA 92835

13. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones & Mayer and the District. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SOUTH SAN LUIS OBISPO COUNTY  
SANITATION DISTRICT

By: \_\_\_\_\_  
Linda Austin, Chair of Board of Directors

By: \_\_\_\_\_  
Paul J. Karp, Technical Consultant

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

By: Gilbert A. Trujillo, District General  
Counsel

JONES & MAYER

By: \_\_\_\_\_  
Richard D. Jones  
Owner/President

# J & M

## JONES & MAYER

ATTORNEYS AT LAW

3777 NORTH HARBOR BOULEVARD • FULLERTON, CALIFORNIA 92835  
(714) 446-1400 • (562) 697-1751 • FAX (714) 446-1448

Richard D. Jones\*  
Partners  
Martin J. Mayer  
Kimberly Hall Barlow  
James R. Touchstone  
Thomas P. Duarte  
Richard L. Adams II  
Christian L. Bettenhausen

Associates  
Monica Choi Arredondo  
Jamaar Boyd-Weatherby  
Baron J. Bettenhausen  
Paul R. Coble  
Keith F. Collins  
Michael Q. Do  
Kathya M. Firlik

Crystal V. Hodgson  
Krista MacNevin Jee  
Ryan R. Jones  
Gary S. Kranker  
Adrienne Mendoza  
Gregory P. Palmer  
Scott E. Porter  
Harold W. Potter

Tarquin Preziosi  
Carrie A. Raven  
Brittany E. Roberto  
Denise L. Roowich  
Yolanda M. Summerhill  
G. Ross Trindle, III  
Ivy M. Tsai  
Carmen Vasquez  
Russell Hildebrand

Of Counsel  
Michael R. Capizzi  
Harold DeGraw  
David R. Demurjian  
Deborah Pernice-Knefel  
Dean J. Pucci  
Steven N. Skolnik  
Peter E. Tracy

\*a Professional Law  
Corporation

Consultant  
Mervin D. Feinstein

March 28, 2018

Board of Directors  
South San Luis Obispo County Sanitation District  
1600 Aloha  
Oceano, CA 93445

**Re: Proposal for Legal Counsel Services - Letter of Transmittal**

Dear Board of Directors,

Let me begin by thanking you for the opportunity to present this Proposal to provide legal services for the South San Luis Obispo County Sanitation District. Enclosed please find our firm's proposal.

Jones & Mayer is exclusively a municipal law firm and for over thirty years has provided legal services in all areas of the law associated with the representation and legal needs of our cities and other governmental entities. Jones & Mayer is a premier municipal law firm focused on providing the full spectrum of legal services to cities, special districts and municipal agencies around the state.

The firm currently serves as City Attorney for the cities of Bishop, Clearlake, Colusa, Costa Mesa, Fullerton, Fort Bragg, La Habra, Nevada City, Placentia, Westminster, Whittier, Blythe, Grand Terrace, Santa Fe Springs, Lakewood, West Covina, and California City. The firm also represents public entities such as Ridgecrest, Vallejo, Vacaville, Redding, Placerville, Grass Valley, and Truckee as special counsel or on single litigation matters, generally arising out of conflicts of interest regarding its city attorney or our given expertise in a particular area. We are also General Counsel for the Gateway Cities Council of Governments and the San Gabriel Valley Council of Governments in Los Angeles County, Rossmoor Community Services District in Orange County, and represent a number of other joint powers authorities. We believe that each of our client cities benefits from the firm's extensive experience in municipal law, including but not limited to environmental law, personnel and employment law, labor negotiations, complex and

tort litigation, code enforcement and public nuisance abatement, zoning and land use, real estate acquisitions, and airport issues.

We believe we are qualified to serve as Special Counsel to the South San Luis Obispo County Sanitation District because we have the right combination of experience and flexibility to provide high quality, comprehensive, but affordable services to the District. Due to the firm's exclusive focus on representing public agencies, our attorneys have extensive experience handling the wide variety of issues special districts confront. We are fully prepared to provide the legal services required by the District, and to do so in a timely and cost efficient manner. Our office will also perform such other legal duties as may be required by the Board of Directors, Technical Consultants or General Counsel.

This includes continually working with the District's Technical Consultants and General Counsel and staff in the prevention of lawsuits to reduce litigation against the District. We realize that sometime litigation cannot be avoided. In those cases, our firm offers the full complement of litigation attorneys so that the litigation work is kept "in-house" with our firm. This benefits the District because it is cheaper and also gives the District more control over the handling of the litigation.

We propose Keith Collins and Russell Hildebrand to serve as the Lead Special Counsel and Assistant Special Counsel to the South San Luis Obispo County Sanitation District, respectively. Mr. Collins and Mr. Hildebrand are both experienced municipal attorneys. Mr. Collins currently serves as Assistant City Attorney in a number of cities and Mr. Hildebrand currently serves as City Attorney in Fort Bragg. As you will see in the "Proposed Attorney" discussion of our Proposal, we are extremely well qualified to serve the District's legal interests.

We believe strongly in being on site often and whenever required by the District. The firm will of course attend all Board of Director and other meetings as directed by the District. We believe that an important way to become a part of the District's team is by attending any staff meetings that may be required of us. Being on site regularly will help develop an in-person relationship with the Board of Directors and District staff and ensure that the Special Counsel is kept current on the legal issues at the District. Our commitment to being on site as often as necessary consistently allows us to better coordinate legal activities within the various arms of the District's government and with outside agencies.

Jones & Mayer believes in being involved with the communities it represents, including being active in local chambers of commerce and charities. The firm annually budgets funds for local charities located in our client communities. Our firm has been recognized several times as business of the year in the cities we represent. We believe it is important for us to be a part of the fabric of the community.

If you look at our firm's track record, you will see that we have attorneys that have served as legal counsel for our clients for decades. That would be our goal for the District as well. While we do have experts in particular fields of municipal law, your point person will always be Mr. Collins. Thus, all projects will flow through him. In our experience, this model is best for the District because it ensures that projects are completed in an efficient manner and there is no question from staff who to contact on a particular matter.

We appreciate that no proposal could possibly cover every situation in which the District might require legal assistance. It is our mission, however, to be there for the District in any circumstance where we can be of assistance. If it relates to laws impacting District operations or governance, Jones & Mayer can and will provide the needed services. As an exclusively municipal law firm, we are on the cutting edge regarding the dynamic world of California municipal law. As a result, you would receive our "Client Alert" memos and "All Cities" memos regarding changes in the law that will impact the District.

We invite your close review of the General Proposal contained in this transmittal, and believe that you will find that Jones & Mayer will exceed the District's needs and expectations in its Special Counsel.

I look forward to an opportunity to meet with you to discuss how we can provide special counsel legal services to the District. If there are any questions concerning our firm's proposal and/or qualifications, please do not hesitate to contact me. Thank you once again for this opportunity and we look forward to working with you in the future.

Very truly yours,



---

RICHARD D. JONES

Jones & Mayer  
2646 Industrial Pkwy, Suite 200A  
Santa Maria, California 93455  
(805) 862-4143  
[rdj@jones-mayer.com](mailto:rdj@jones-mayer.com)



**PROPOSAL TO PROVIDE LEGAL SERVICES  
ON BEHALF OF THE  
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**



*South San Luis Obispo County*  
**SANITATION DISTRICT**

**2646 Industrial Pkwy, Suite 200A**

**805-862-4143 Telephone**

**Santa Maria, California 93455**

**805-862-4930 Facsimile**

**[www.jones-mayer.com](http://www.jones-mayer.com)**



## **TABLE OF CONTENTS**

<b>1. COVER LETTER</b>	<b>1</b>
<b>2. TABLE OF CONTENTS</b>	<b>5</b>
<b>3. FIRM INFORMATION</b>	<b>6</b>
<b>4. QUALIFICATIONS - ATTORNEYS</b>	
<b>A. KEITH COLLINS (PROPOSED LEAD SPECIAL COUNSEL)</b>	<b>6</b>
<b>B. RUSSELL HILDEBRAND (PROPOSED ASST. SPECIAL COUNSEL)</b>	<b>8</b>
<b>C. SCOTT PORTER (PROPOSED DEPUTY SPECIAL COUNSEL)</b>	<b>9</b>
<b>5. FIRM DESCRIPTION</b>	<b>10</b>
<b>6. OFFICE LOCATIONS</b>	<b>11</b>
<b>7. REFERENCES</b>	<b>11</b>
<b>8. LEGAL APPROACH</b>	<b>12</b>
<b>9. PROPOSED FEE SCHEDULE</b>	<b>12</b>
<b>10. ADDITIONAL INFORMATION</b>	<b>13</b>
<b>11. ADDENDUM No. 1</b>	<b>15</b>
<b>12. ADDENDUM No. 2</b>	<b>16</b>

## **PROPOSAL FOR LEGAL SERVICES**

Jones & Mayer submits this proposal to provide legal services for the South San Luis Obispo County Sanitation District ("District").

### **3. FIRM INFORMATION**

Jones & Mayer is a law firm with the legal name of Richard D. Jones, a Professional Law Corporation, with a primary address at 3777 N. Harbor Boulevard, Fullerton, CA 92835 and a local office at 2646 Industrial Pkwy, Suite 200A, Santa Maria, California 93455.

Keith F. Collins will be the attorney assigned to primarily serve the District. His phone number is (714) 446-1400, and his email address is kfc@jones-mayer.com

### **4. QUALIFICATIONS**

#### **A. KEITH F. COLLINS (Proposed Lead Special Counsel)**

Member of the California State Bar Association, admitted 11/21/2012.

Mr. Collins' legal experience is entirely in representing public entities, including special districts. Mr. Collins currently serves as the Assistant City Attorney for La Habra, Blythe, and Bishop and is the Deputy City Attorney for Westminster, Placentia, Whittier, Colusa and Fullerton. With regarding to Bishop and Colusa, which provide City water, Mr. Collins, is the assistant general counsel for those water utilities. He has provided expert transactional counsel to numerous other public agencies, including the Midway Cities Sanitation District, the Gateway Cities Council of Governments, the cities of Fullerton, Costa Mesa, Grand Terrace, La Habra, Placentia, Pittsburg, California City, and many others. Mr. Collins is very knowledgeable in the areas of the law affecting public agencies having worked for public agencies his entire career. He has drafted ordinances, resolutions and agreements, and has provided legal advice and memorandums on many different subjects. He has advised on Conflict of Interest matters and open meeting laws.

Mr. Collins is also a knowledgeable civil litigation attorney who specializes in representing public clients. He has successfully litigated complex cases including Health & Safety Code Receiverships, public nuisances, breach of contract, oil pipeline franchise agreement disputes, and municipal tort defense. Mr. Collins has tried numerous civil and criminal matters in all phases of litigation to include motion practice, trial practice, and post-trial appellate matters.

The following are some highlights of Mr. Collins' experience in areas that would impact the District:

- Project negotiation, development agreements, and other contracts
- Eminent domain/inverse condemnation
- Proposition 218 and elections law
- Brown Act and conflict of interest laws
- General litigation
- Public Works Contracts, Bidding and Prevailing Wage
- Public Records Act
- Land Use and CEQA, including application of the California Coastal Act
- Personnel, employee relations, and labor relations

Mr. Collins graduated from California State University Fullerton, earning a Bachelor's degree in History. He then earned a Master's degree in Education from Whittier College, and graduated magna cum laude from Whittier Law School. During law school, Mr. Collins served as an editor for the Whittier Law review and published an article on First Amendment issues in public schools. He clerked for the Los Angeles County District Attorney's office and handled preliminary hearings in a variety of misdemeanor cases.

Mr. Collins joined Jones & Mayer in 2011 as a law clerk and then as an attorney in 2012 upon passing the California Bar Exam. Mr. Collins has spent his entire legal career representing public entities. He primarily works in Jones & Mayer's transactional department advising municipal clients on all types of legal issues, but has experience in providing litigation support and analysis to the firm's law enforcement agency clients. Mr. Collins has extensive legal research experience and has drafted many legal opinions on a range of topics affecting public agencies. He also regularly prepares contracts, ordinances and resolutions. Mr. Collins has extensive experience in the Brown Act, the Public Records Act, land use, conflicts of interest, taxation, prevailing wages, CEQA, the California Coastal Act, nuisance abatement, inclusionary housing, redevelopment, First Amendment, solar permitting, law enforcement, discretionary land-use entitlements and health and safety receiverships.

Mr. Collins also regularly advises and represents law enforcement agencies. He counsels and advises police and sheriff departments across the state in matters involving excessive force, unlawful entries, misconduct, and the impact of state and federal court decisions on department policies and practices. Mr. Collins gives legal updates to law enforcement personnel as part of POST training courses, and is experienced in defending allegations of POBR (Public Safety Officers Procedural Bill of Rights) violations at the administrative and superior court level.

Mr. Collins has extensive knowledge with respect to land use matters. He has been primary legal advisor to the Westminster and La Habra Planning Commissions. He is also frequently called upon to provide legal advice on issues such as development agreements, CUP revocations, variances, the Subdivision Map Act, CEQA, environmental issues, site plan review, design review, easements, and historical resources. He works with staff in drafting and reviewing all resolutions, ordinances, zoning code and general plan amendments. He also handles zoning land use litigation, writs taken from public agency decisions, and landlord tenant litigation. Mr. Collins is knowledgeable on the authority cities have to regulate sanitation district operations when those activities occur within city limits, and has successfully mediated potential disputes between cities and sanitation districts involving the payment of franchise fees.

Mr. Collins has experience handling personnel and labor issues. He negotiates employer/employee MOUs and handles employee disciplinary matters throughout the state. Mr. Collins has been involved in many administrative investigations, hearings and appeals.

Mr. Collins has a tremendous amount of experience negotiating and drafting agreements and contracts. Over the years he has dealt with most of the agreements agencies confront. This includes development agreements, professional service agreements (architectural, engineering, audit services, construction management), real estate purchase and sale agreements, leases, easements, deeds, city loan documents, RFPs, RFQs, public works contracts, employment agreements, affordable housing covenants, density bonus agreements, CDBG, HUD and HOME agreements, software licensing agreements, and contracts to purchase various goods and services, just to name a few. Mr. Collins has also drafted franchise agreements in many different contexts, including water, oil/gas, cable, and waste hauling. Mr. Collins recently handled the termination of an oil pipeline franchise because the franchisee refused to provide environmental pollution insurance coverage as required by the franchise agreement.

He is also regularly involved in the resolution of public works disputes. Issues typically involve problems related to competitive bidding, issuance of stop notices, retention, insurance questions, and enforcement against sureties/performance bonds. In recent years, Mr. Collins has been actively involved in major commercial projects in La Habra.

Mr. Collins is very familiar with the laws involving open meeting laws, Public Records, and elections law. In fact, Mr. Collins regularly provides training on the Brown Act and Public Records Act. He has also consulted with public agencies regarding the elections and voting rights matters. He has helped city clerks on a variety of ballot measures including sales tax measures and medical marijuana measures.

**B. RUSSELL HILDEBRAND (Proposed Assistant Special Counsel)**

Member of the California State Bar Association, admitted 6/17/1987.

Mr. Hildebrand has spent his entire legal career representing public entities. He currently serves as City Attorney for the Northern California coastal city of Fort Bragg. He served in the City of Rocklin City Attorney's office for 19 years, serving as City Attorney for 14 of those years. Mr. Hildebrand began his legal career as an attorney with the Sacramento Housing and Redevelopment Agency where he focused on public works contracts and loan program documentation. He then joined the City of Rocklin as a Deputy City Attorney specializing in land use, the Subdivision Map Act, CEQA, real estate transactions, and public contracting, and subsequently became the City Attorney.

While in Rocklin, Mr. Hildebrand was engaged in numerous complex land use projects, including the reconstruction of the I-80/Sierra College Boulevard interchange facilitating the development of the two largest commercial developments in Northern California in 2014. Mr. Hildebrand served as a member of the League of California Cities Legal Advocacy Committee, and has lectured on Medical Marijuana Dispensaries, code enforcement procedures, and Public/Private Development Partnerships. He has extensive experience in insurance and risk management issues, having served as a board member and President of the NCCSIF JPA, which insures 23 Northern California cities.

At Jones & Mayer, Mr. Hildebrand currently serves as the City Attorney for Fort Bragg and Deputy City Attorney for the cities of Bishop, Colusa, and Clearlake, and works on special projects across the state. Mr. Hildebrand is extremely knowledgeable in the areas of the law affecting local agencies, particularly public entities along the California coastline. He provides legal review and guidance to city councils, boards, commissions, and staff on employment law and labor negotiations, sign ordinances and other Constitutional issues, and traditional and mail ballot elections. He regularly drafts ordinances, resolutions, development agreements, real estate contracts, and public works contracts.

Mr. Hildebrand has extensive experience with land use law and CEQA. Another area of special expertise is in public infrastructure financing; CFD's, assessment districts, and public and private bond issues. Mr. Hildebrand has drafted a number of multi-agency MOUs, including a tax sharing agreement due to a big box store relocation, a complex cost sharing agreement for the storage and delivery of raw water for irrigation, and a nine-party agreement between law enforcement agencies for the operation and cost sharing of the Grizzly Bear Shooting Range in Placer County.

#### **D. SCOTT PORTER (Proposed Assistant Special Counsel)**

Member of the California State Bar Association, admitted 12/07/2000

Mr. Porter's primary practice areas are land use, zoning, the California Environmental Quality Act (CEQA), telecommunications, and municipal law. Mr. Porter has served as planning commission counsel for four cities, and has advised at more than a hundred public meetings.

Mr. Porter advises elected officials and staff in all areas of municipal law, including contracts, conflicts of interest, general plans, coastal land use plans, zoning, development agreements, public works, telecommunications, and CEQA. Mr. Porter specializes in land use, zoning, real estate and development.

Mr. Porter has assisted in the creation of Goleta's first General Plan/Coastal Land Use Plan, the overhaul of Sierra Madre's General Plan, and the creation and implementation of numerous specific plans and new or substantially revised zoning ordinances. He has advised and negotiated multiple multi-million dollar transactions and development projects.

Mr. Porter has been practicing law since 2000 when he graduated from UCLA School of Law. Mr. Porter graduated magna cum laude from UCLA in 1997 with a degree in history.

Mr. Porter has provided dozens of trainings on land use and CEQA. He has also served as a guest lecturer at California State University Northridge on governmental ethics and the planning process. Mr. Porter has published three articles in the California Real Estate reporter relating to real estate and telecommunications. In 2006, He presented his paper to the League of California Cities: "Implementing the Digital Infrastructure and Video Competition Act of 2006 (DIVCA)."

Resumes for Keith Collins, Russell Hildebrand, and Scott Porter are attached at Addendum No. 1 to the response. While other attorneys are available to assist the District, Mr. Collins, Mr. Hildebrand, and Mr. Porter will be your primary contacts.

## **5. FIRM DESCRIPTION**

Jones & Mayer is a firm that only represents public entities. Jones & Mayer currently serves as City Attorney for 17 cities in California, and performs service as special counsel or on single litigation matters for dozens of other public agencies around the State. For over thirty years Jones & Mayer has provided legal counsel to California cities, special districts, elected officials and appointed officers. It is the heart and soul of our practice and we are preeminent in our field. We have developed a niche representing cities across the state of California. The primary benefit of hiring Jones & Mayer is the breadth of public agency law experience and the cost savings by not having to hire outside counsel. Attached as Addendum No. 2 is a list of our current public agency clients.

Jones & Mayer consists of 39 attorneys who all specialize in representing public agencies. Each of the attorneys in our firm has their own area of expertise that would benefit the District. For example, we have attorneys who specialize in land use and CEQA, while others

specialize in labor and employment. While Keith Collins would be the District's primary attorney, he would be able to call upon subject matter experts to help the District depending on the area of need.

In addition to our attorneys, we have 20 support staff members. Our office hours are from 8:30 am to 5:30 pm for support staff, but our attorneys routinely work beyond those hours and are available when needed.

## **6. OFFICE LOCATION**

The District will be served out of our Santa Maria office, located at 2646 Industrial Pkwy, Suite 200A, Santa Maria, California 93455. This office is about 30 minutes from the District's main office in Oceano.

If required, we would be available to attend all Board meetings and other important events as requested by the Board. While being physically present in Oceano is very doable, we are adept at providing immediate responses to questions by email, phone, or text. The type of response will depend on the comfort level of the client. We find that many issues can be addressed by phone or email, and done so in an expeditious and affordable fashion, but we acknowledge that being present at the main office may be essential depending on the issue. One of the hallmarks of our firm is our responsiveness.

## **7. REFERENCES**

Jim Tatum, City Administrator  
City of Bishop  
377 West Line Street, Bishop, CA 93514  
(760) 873-5863  
jtatum@ca-bishop.us

Jim Sadro, City Manager  
City of La Habra  
110 E. La Habra Blvd  
La Habra, CA 90631  
(562) 383-4000  
jsadro@lahabraca.gov

Eddie Manfro, City Manager  
City of Westminster  
8200 Westminster, CA 92683  
Westminster, CA 92683  
(714) 373-4684  
emanfro@ci.westminster.ca.us

## **8. LEGAL APPROACH**

Jones & Mayer has a proven track record of establishing effective relationships with those serving in all levels of local government. We believe that communication is critical at every level, and a close working relationship with the District administrators allows our office to efficiently and effectively respond to issues as they arise. Our attorneys are dedicated to effecting a close working relationship through efficient communications via phone, e-mail, and electronic transmission of documents. We believe in a close working relationship to help avoid the evolution of problems into costly litigation.

We will work directly with and advise the Board of Directors, Technical Consultants, District administrators, General Counsel and staff in all matters pertaining to their offices or departments. As required, we will furnish legal services at all meetings of the Board and give advice or opinions on the legality of all matters under consideration by the Board.

We make every effort to avoid unnecessary delays in communicating with the client which can occur if firm attorneys are required to report to the client only through the lead counsel. While we generally prefer to communicate directly with the client, we certainly can direct all communication through the District's General Counsel. We are available now to assist the General Counsel in providing the District with the legal services it needs.

## **9. PROPOSED FEE SCHEDULE**

We propose to provide basic legal services an hourly rate of \$185 per hour, special legal services at an hourly rate of \$250, and litigation services at an hourly rate of \$250. All paralegal services would be billed at an hourly rate of \$125.

### **a. General Legal Services**

General legal services are those services which involve regular, recurring legal and factual issues. General legal services include: providing legal counsel and advice to the Board and staff, work with Staff on all agenda items for Board meetings, negotiation, drafting, review and revision of Board agendas, agreements, contracts, instruments, ordinances, reports, resolutions, and other documents as requested by Board, and providing legal advice concerning Brown Act, CEQA, Public Records Act, Political Reform Act and other conflict of interest compliance, and supervision of legal services performed by special counsel.

### **b. Litigation and Special Legal Services**

Litigation and special legal services include those matters which present unique legal and/or factual issues, and are billed at a rate of \$ 250 per hour for attorney services and \$ 125 per hour for paralegal service. All attorneys in our office would bill at this same hourly rate. Special legal services differ from general legal services in that they are of an irregular non-recurring basis. Examples include all litigation, or work that is of unusual complexity or requiring an



extraordinary dedication of attorney time, travel time or attendance at District meetings as determined by the District's Technical Consultants, Board of Directors or General Counsel such as EIR work and extensive labor negotiations. Jones & Mayer may not unilaterally designate any matter as a special project. For any "special" matter, we will first need approval from the Technical Consultants or Board of Directors and we will provide a proposed budget for said work.

It is our goal to keep as much work as possible under general legal services. While it may seem contrary for a law firm to want to reduce its billings, we have found that in order to maintain a healthy and long term relationship with our municipal clients, keeping the billing reasonable is essential. If you ask our current clients, you will find that our billing practices are sensible because of our long term approach to client relationships. Moreover, we appreciate that the money spent on our firm are precious tax dollars that could be used for other important municipal services. Special Districts in California have limited resources and must spend their revenues judiciously.

For all legal services, Jones & Mayer employs the Timeslips automated billing system whereby our attorneys include a description of the billing activity sufficient for the client to readily recognize the request, activity or event to which the billing relates. The firm bills in .10 hour increments in compliance with industry and insurance standards for tracking and controlling costs.

For all general legal services, we will not bill for travel expenses. We do not charge for facsimiles, word processing, or small reproduction matters (under 100 pages). The firm will charge the client for actual necessary costs incurred for all of the following, including but not limited to: court filing fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research, overnight/express mail services, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, all travel expenses associated with litigation and special project matters, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

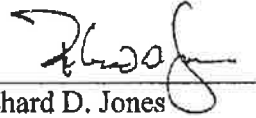
#### **10. ADDITIONAL INFORMATION**

We look forward to the opportunity of working with you.

We greatly appreciate the opportunity to submit this proposal, are confident of our ability to exceed the District's expectations in its legal counsel, and look forward to the opportunity to discuss this more fully in person.

In the interim, please do not hesitate to contact the undersigned with any questions or concerns, or if we may be of further assistance in any way.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. Jones", written over a horizontal line.

Richard D. Jones  
JONES & MAYER

***ADDENDUM NO. 1***

***RESUMES***

## **KEITH COLLINS**

**Associate**



### **Practice Areas**

Law Enforcement

Litigation

Transactional

### **Education**

J.D., Whittier Law School,  
2012

M.A., Education, Whittier  
College, 2009

B.A. History, California  
State University, Fullerton,  
2005

### **Bar and Court Admissions**

State Bar of California

Keith Collins joined Jones & Mayer in November of 2012, focusing primarily on issues facing law enforcement agencies. Prior to this he served as a law clerk at Jones & Mayer during the summers of 2011 and 2012. Before joining the firm, Mr. Collins worked as a certified law clerk at the Los Angeles County District Attorney's Office. Mr. Collins also worked as a Law Clerk at the Whittier Special Education Local Plan Area Office. He has experience in the area of criminal prosecution, special education law, litigation, and law enforcement. Mr. Collins' current duties include instructing legal updates to law enforcement personnel, conducting legal research, document review and preparation, pretrial document preparation, analysis of proposed ordinances, resolutions & contracts, and providing support to each of Jones & Mayer's departments.

Mr. Collins received his Juris Doctorate at Whittier Law School where he graduated in the top 6% of his class. He served as an editor on Whittier Law Review, authored a published article on free speech in public schools, and competed as a member of the moot court honors board. Mr. Collins has a single subject teaching credential, and teaches legal classes to employees of law enforcement agencies throughout California.

Mr. Collins is also highly involved and engaged in providing pro bono legal assistance and volunteers his time at the Orange County Public Law Center.

# RUSSEL A. HILDEBRAND

(714) 446-1400

## Associate



## Practice Areas

- Municipal Law
- Public Contracts
- Land Use & Environmental Law
- Public Finance

## Education

J.D., Lincoln Law School of  
Sacramento

## Bar and Court Admissions

- United States District Court,  
Eastern District of California
- California Supreme Court
- State Bar of California

Mr. Hildebrand has spent his entire legal career representing public entities. He served in the City of Rocklin City Attorney's office for 19 years, serving as City Attorney for 14 of those years. Mr. Hildebrand began his legal career as an attorney with the Sacramento Housing and Redevelopment Agency where he focused on public works contracts and loan program documentation. He then joined the City of Rocklin as a Deputy City Attorney specializing in land use, the Subdivision Map Act, CEQA, real estate transactions, and public contracting, and subsequently became the City Attorney.

While in Rocklin, Mr. Hildebrand was engaged in numerous complex land use projects, including the reconstruction of the I-80/Sierra College Boulevard interchange facilitating the development of the two largest commercial developments in Northern California in 2014. Mr. Hildebrand served as a member of the League of California Cities Legal Advocacy Committee, and has lectured on Medical Marijuana Dispensaries, code enforcement procedures, and Public/Private Development Partnerships. He has extensive experience in insurance and risk management issues, having served as a board member and President of the NCCSIF JPA, which insures 23 Northern California cities.

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# SCOTT E. PORTER

Of Counsel

(714) 446-1400



## Practice Areas

Land Use and Zoning  
Telecommunications  
Municipal Law

## Education

J.D. UCLA School of Law, 2000  
Moot Court  
B.A., History, UCLA, 1997  
*Magna cum laude*  
Winner of Gold at National Debate  
Tournament  
Center for American Politics and  
Public Policy

## Bar and Court Admissions

California Supreme Court  
United States Court of Appeals for the  
Ninth Circuit  
United States District Court for the  
Central District of California

## Publications

Three articles in the *California Real  
Estate Reporter*  
*Implementing the Digital  
Infrastructure and Video Competition  
Act of 2006 (DIVCA)* League of  
California Cities

## Professional Affiliations

State Bar of California  
City Attorney Association of Los  
Angeles County

Mr. Porter is of Counsel to Jones & Mayer. His primary practice areas are land use, zoning, the California Environmental Quality Act (CEQA), telecommunications, and municipal law. Mr. Porter has served as planning commission counsel for four cities, and has advised at more than a hundred public meetings.

Mr. Porter advises elected officials and staff in all areas of municipal law, including contracts, conflicts of interest, general plans, coastal land use plans, zoning, development agreements, public works, telecommunications, and CEQA. Mr. Porter specializes in land use, zoning, real estate and development.

Mr. Porter has assisted in the creation of Goleta's first General Plan/Coastal Land Use Plan, the overhaul of Sierra Madre's General Plan, and the creation and implementation of numerous specific plans and new or substantially revised zoning ordinances. He has advised and negotiated multiple multi-million dollar transactions and development projects.

Mr. Porter has been practicing law since 2000 when he graduated from UCLA School of Law. Mr. Porter graduated *magna cum laude* from UCLA in 1997 with a degree in history.

Mr. Porter has provided dozens of trainings on land use and CEQA. He has also served as a guest lecturer at California State University Northridge on governmental ethics and the planning process. Mr. Porter has published three articles in the California Real Estate reporter relating to real estate and telecommunications. In 2006, He presented his paper to the League of California Cities: "Implementing the Digital Infrastructure and Video Competition Act of 2006 (DIVCA)."

***ADDENDUM NO. 2***  
***LIST OF PUBLIC CLIENTS***

Jones & Mayer  
Public Client List

**As City Attorney**

Bishop – 2014  
Blythe – 2010  
California City – 2013  
Clearlake - 2014  
Colusa – 2015  
Costa Mesa – 2004  
Fort Bragg - 2017  
Fullerton – 1995  
Grand Terrace - 2011  
La Habra – 1985  
Lakewood - 2015  
Nevada City - 2015  
Placentia - 2015  
Santa Fe Springs - 2017  
West Covina – 2014  
Westminster – 1989  
Whittier - 1989

**As City Prosecutor/Code Enforcement**

Brea  
Buena Park  
California City  
Clearlake  
Costa Mesa  
Fullerton  
Grand Terrace  
La Habra  
Lakewood  
Newport Beach  
Placentia  
Rolling Hills Estates  
Santa Fe Springs  
West Covina  
Westminster  
Whittier

**As General Counsel**

California Peace Officers' Association  
California Police Chiefs Association  
California State Sheriffs' Association  
Gateway Cities Council of Governments  
Palo Verde Valley Transit Authority  
Rossmoor Community Services District  
San Gabriel Valley Council of Governments

**As Police Legal Advisor**

Alpine County Sheriff  
Antioch  
Bakersfield  
Bay Area Rapid Transit Authority  
Bishop  
Blythe

**As Police Legal Advisor (Cont'd)**

Brawley  
Brisbane  
Buena Park  
Burlingame  
California Highway Patrol  
Cal State University - Northridge  
Cal State University – Sacramento  
Cal State University – San Bernardino  
Cal State University – San Marcos  
Chino  
Contra Costa Chiefs and Sheriff  
Crescent City  
Daly City  
Delano  
Del Rey Oaks  
East Palo Alto  
El Camino Community College District  
El Monte  
El Segundo  
Exeter  
Folsom  
Fontana  
Fontana Unified School District  
Fremont  
Grass Valley  
Hawthorne  
Humboldt County  
Huntington Beach  
Ione  
Irvine  
Laguna Beach  
Lassen County Sheriff  
Marina  
Marysville  
Montebello  
Morgan Hill  
Oakdale  
Orange Police Department  
Pittsburgh Police Department  
Redding  
Redlands  
Regents of the University of California  
Riverside Community College District  
Riverside County Probation  
San Diego  
San Joaquin Delta College  
San Luis Obispo, City of  
San Pablo  
San Ramon  
Sanger  
Santa Ana Unified School District  
Santa Barbara  
Seaside  
Sebastopol



Jones & Mayer  
Public Client List

**As Police Legal Advisor (Cont'd)**

Siskiyou County Sheriff  
South Gate  
Stallion Springs Community Services District  
Stanislaus Sheriff  
Stockton Unified School District  
Sunnyvale  
Susanville  
Truckee  
UC Berkeley  
UC Irvine  
UC Merced  
UC San Francisco  
UC Santa Cruz  
USC Department of Public Safety  
Vallejo  
Ventura County Sheriff  
Yolo County Sheriff

**As Special Counsel**

Allan Hancock College  
Auburn  
Beaumont  
Benicia  
Brentwood  
Calaveras County Counsel /Sheriff  
California District Attorneys' Association  
California State Coroner's Association  
Chaffey Community College District  
Contra Costa Office of the District Attorney  
Chino  
Citrus Heights  
Corona  
Culver City  
Daly City  
El Dorado County Sheriff  
Fresno  
Gilroy  
Glendale  
Glenn County Sheriff  
I-5 JPA  
Irvine  
Lake County Sheriff  
Lakewood  
Madera County  
Mendocino County  
Merced County  
Mono County Sheriff  
Montclair  
Monterey County Sheriff  
Morro Bay  
Nevada County  
Palmdale  
Palomar Community College district  
Paradise

**As Special Counsel (Cont'd)**

Pomona  
Regents of the University of CA  
Regional Human Rights Fair Housing Division  
Riverside Sheriff's Office  
San Benito  
San Bernardino  
San Bruno  
San Diego Unified Port District  
San Francisco B.A.R.T.  
San Luis Obispo Sheriff's Office  
San Mateo  
Santa Fe Springs  
Santa Ana  
SASSFA  
Seal Beach  
Simi Valley  
Siskiyou County  
South Coast Air Quality Management District  
Southern California Library Cooperative  
Stockton  
Susanville  
Upland  
Tulare  
Vernon

**Receivership Litigation**

Buena Park  
Fresno  
Hawthorne  
Los Altos  
Los Angeles  
Oakland  
Richmond  
Ridgecrest  
Santa Ana  
Santa Maria  
Santa Rosa  
Truckee  
Vacaville  
Vallejo

**Attorney Conflicts Panel**

Los Angeles  
Claremont

Jones & Mayer  
Public Client List

**Past Public Clients (Last 5 years)**

Anaheim (2016)  
Baldwin Park (2013)  
Beaumont (2013)  
Chowchilla (2017)  
Eureka (2017)  
Fairfield (2017)  
Delano (2014)  
Hayward (2013)  
Kings County Sheriff (2013)  
Maywood (2016)  
Oxnard (2013)  
Point Arena (2015)  
Rancho Cucamonga (2017)  
South Lake Tahoe (2015)  
South Pasadena (2017)  
Stanton (2013)  
Willows (2013)



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

Post Office Box 339, Oceano, California 93475-0339  
1600 Aloha Oceano, California 93445-9735  
Telephone (805) 489-6666 FAX (805) 489-2765  
[www.sslocsd.us](http://www.sslocsd.us)

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### **STAFF REPORT**

**Date:** April 4, 2018  
**To:** Board of Directors  
**From:** Richard Sweet and Paul J. Karp, Technical Consultants  
Gilbert A. Trujillo, General Counsel  
**Subject:** **DISCUSSION OF EXPANDING THE MEMBERSHIP OF THE DISTRICT  
BOARD OF DIRECTORS**

#### **RECOMMENDATION:**

Staff recommends that the Board of Directors receive the following information. No action is required at this time.

#### **BACKGROUND:**

Since 2013, there has been a discussion of expanding the membership of the Board of Directors to five (5) members. This staff report is intended for discussion purposes only. District staff have not been authorized to research this issue and provide a legal opinion on the process to expand the Board from three (3) members to five (5) members. It appears legislative action will be required to expand the Board.

#### **DISCUSSION:**

The Sanitation District is formed under Health and Safety Code §4700 et seq. Health and Safety Code §4730 provides that the governing body of the Sanitation District is a Board of Directors of not less than three (3) members. Health and Safety Code §4730.1 discusses the composition or make up of the governing body. Health and Safety Code §4730.10 is drafted specifically for the South San Luis Obispo County Sanitation District (SSLOCSD) and provides that the Governing Body of the SSLOCSD shall be constituted as set forth in this article except that a member of the County Board of Supervisors may not serve as a member of the Governing Body unless in the absence of that Supervisor there would otherwise be an even number of members.

In order to expand the District to five (5) members, special legislation would be needed to repeal the above sections and replace them with new legislation authorizing the Board to expand to five (5) members. It would also be necessary to determine whether the two (2) members of the Board of Supervisors that have territory within the District would be willing to serve and support special legislation. In the alternative, the District may seek special legislation to hold an election to elect (2) At-Large Members to the Board. This would require further analysis of how the election of at-large members may or may not dilute the vote of the existing member agencies.

**FISCAL CONSIDERATIONS:**

None.

**ALTERNATIVES:**

1. The Board may direct staff to further research expansion of the Board of Directors and provide a legal memorandum to the Board; or
2. The Board may provide other direction to staff.



# CITY OF ARROYO GRANDE CALIFORNIA

March 19, 2018

Mr. Paul J. Karp  
Mr. Richard Sweet  
Technical Consultants  
South San Luis Obispo County Sanitation District  
Post Office Box 339  
Oceano, California 93475-0339

**Re: Request for Status Update on 2015/2016 and 2016/2017 Financial Audits**

Dear Messrs. Karp and Sweet,

The Arroyo Grande City Council ("Council") has asked me to request that the South San Luis Obispo County Sanitation District ("District") provide it with an update on the status of the FY 2015/2016 and 2016/2017 District financial audits.

It is our understanding that the completion of the 2015/2016 financial audit, in particular, has been significantly delayed and is well beyond the requirement for submission to the County Auditor within twelve months of the end of the fiscal year under examination. The District is not only legally required to perform annual audits in a timely manner, but it should also recognize the necessity and numerous benefits to the District of doing so.

Audits are an integral part of good governance. They serve the purpose of ensuring financial integrity, reduce risk and protect the District's reputation with regulators and the public. Performing timely audits allows any irregularities to be identified early so that the District is in a better position to address them. In addition, many grant programs, loans or other funding mechanisms require the submittal of audited financial statements in order to be eligible for funding. Failing to comply with its audit obligations could preclude the District from qualifying for and/or receiving funding. We would hate to see the viability of the District's Redundancy Project or any other District project threatened due to ineligibility for funding as a result of the District's failure to comply with its annual auditing requirements.

A January 3, 2018 staff report to the District Board of Directors includes a brief discussion of the 2015/2016 audit. The staff report states, "[i]t is anticipated that the audit will be presented to the Board in February 2018." In light of the fact that Mayor Hill has not received a definitive answer regarding the status of the audits, coupled with the concerns mentioned in this correspondence, the Council would appreciate receiving a response from the District indicating when the 2015/2016 and 2016/2017 audits will be finalized.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Bergman", with a stylized flourish at the end.

James A. Bergman  
City Manager