



Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

## CAYUCOS SANITARY DISTRICT

200 Ash Avenue  
PO Box 333  
Cayucos, California 93430-0333  
805-995-3290

### GOVERNING BOARD

R. Enns, President  
D. Chivens, Vice-President  
S. Lyon, Director  
R. Frank, Director  
H. Miller, Director

### BOARD OF DIRECTORS REGULAR MEETING AGENDA THURSDAY, APRIL 15, 2021 AT 5:00PM

Please join our meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/AmyLessi/csd-bod-regular-meeting-8>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 991-993-621

*New to GoToMeeting? Get the app now and be ready when your first meeting starts:*

<https://global.gotomeeting.com/install/991993621>

**PLEASE NOTE: If you experience difficulty accessing the meeting via one of the options above, please try to access the meeting via the second option. If you experience further difficulty, please contact the District office for assistance.**

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the District Office and available on the CSD website at <https://www.cayucossd.org/board-of-directors-meetings>. To comply with the Governor's Executive Order, CA Department of Public Health social distancing guidance and shelter-at-home order, related to slowing the spread of coronavirus (COVID-19), the CSD Administrative Office is closed to the public, until further notice. Please call 805-995-3290 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability.

#### 1. ESTABLISH QUORUM AND CALL TO ORDER

#### 2. PUBLIC COMMENTS:

This is the time the public may address the Board on items other than those scheduled on the agenda. By conditions of the Brown Act the Board may not discuss issues not posted on the agenda, but may set items for future agendas. Those persons wishing to speak on any item scheduled on the agenda will be given an opportunity to do so at the time that agenda item is being considered. When recognized by the Board President, please stand up and state your name and address for the record (though not required). While the Board encourages public comment, in the interest of time and to facilitate orderly conduct of the meeting, the Board reserves the right to limit individual comments to three minutes.

#### 3. CONSENT CALENDAR: Recommended to Approve

Consent Calendar items are considered routine and therefore do not require separate discussion, however, any item may be removed from the Consent Calendar by a member of the Board of Directors for separate consideration. Individual items on the Consent Calendar are approved by the same vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

##### A. Regular Meeting Minutes

1. Approval of minutes for the March 18, 2021 Board of Directors Regular Meeting

##### B. Financial Reports: March 2021

1. Check Register – Mechanics Bank (General Checking Account)
  - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)
  - b. Check Register – Wells Fargo (CSWP Construction Account)

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

2. Cash, Savings, and Investment Report
3. Budget vs. Actual Status Report FY 2020-2021
4. Capital Improvement Projects Report
4. **STAFF COMMUNICATIONS AND INFORMATIONAL ITEMS: No Action Required**
  - A. District Manager's Report (Koon) – **March 2021**
  - B. Monthly Customer Satisfaction Survey Submissions – **None**
  - C. Will-Serves – New  
**None**  
Will-Serves – Renewed  
**Failla, APN 064-184-009, 54 22<sup>nd</sup> St. – SFR New**  
**Crowley, APN 064-449-008, 3596 Studio Dr. – SFR New**  
**Smith, APN 064-225-009, 1501 Pacific Ave. – SFR Addition**  
Will-Serves – Finaled  
**None**  
Will-Serves – Continue to Serve (No Will-Serve Required)  
**None**  
Will-Serves – Grant of License  
**None**
5. **DISCUSSION AND CONSIDERATION TO APPROVE CONSULTANT SERVICES AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION FOR DEMOGRAPHIC SERVICES FOR THE TRANSITION TO DISTRICT-BASED ELECTIONS**
6. **DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #3 WITH DAVID CRYE GENERAL CONTRACTOR, INC. FOR GRADING OF THE CAYUCOS SUSTAINABLE WATER PROJECT (CSWP) IN THE AMOUNT OF \$34,000.00**
7. **DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #4 WITH TESCO CONTROLS, INC. FOR THE LIFT STATION 5 PROJECT IN THE AMOUNT OF \$17,123.00**
8. **DISCUSSION AND CONSIDERATION TO APPROVE A CONSULTANT SERVICES CONTRACT FOR LIMITED WRRF OPERATIONS SUPPORT WITH WATER SYSTEMS CONSULTING, INC. IN THE AMOUNT OF \$136,203.00**
9. **CAYUCOS SUSTAINABLE WATER PROJECT STATUS UPDATE**
10. **BOARD MEMBER COMMENTS** (This item is the opportunity for Board Members to make brief announcements and/or briefly report on their own activities related to District business.)
11. **FUTURE SCHEDULED MEETINGS**
  - May 20, 2021 – Regular Board Meeting
  - June 18, 2021 – Regular Board Meeting
  - July 15, 2021 – Regular Board Meeting
12. **ADJOURNMENT**

\*\*\*\*\*

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda can be accessed and downloaded from the District's website at <https://www.cayucossd.org/board-of-directors-meetings>

\*\*\*\*\*

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the District's office and are available for public inspection and reproduction at cost. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disability Act. To make a request for disability-related modification or accommodation, contact the District at 805-995-3290 as soon as possible and at least 48 hours prior to the meeting date.



## CAYUCOS SANITARY DISTRICT

200 Ash Avenue  
PO Box 333  
Cayucos, CA 93430-0333  
805-995-3290

AGENDA ITEM: 3.A.1

DATE: April 15, 2021

ACTION: \_\_\_\_\_

### GOVERNING BOARD

R. B. Enns, President  
D. Chivens, Vice-President  
S. Lyon, Director  
H. Miller, Director  
R. Frank, Director

### REGULAR MEETING MINUTES

Thursday, March 18, 2021

5:00 p.m.

#### 1. ESTABLISH QUORUM AND CALL TO ORDER

President Enns called the meeting to order at 5:00p.m.

Board members present via GoToMeeting: President Robert Enns, Vice-President Dan Chivens, Director Miller, Director Robert Frank, and Director Shirley Lyon

Staff present via GoToMeeting: District Manager Rick Koon and Admin. Services Manager Amy Lessi

Guests present via GoToMeeting: Dylan Wade of Water Systems Consultants (WSC), Charlotte Holifield of CSDA

#### 2. PUBLIC COMMENTS

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

#### 3. CONSENT CALENDAR - Recommended to Approve

Consent Calendar items are considered routine and therefore do not require separate discussion, however, any item may be removed from the Consent Calendar by a member of the Board of Directors for separate consideration. Individual items on the Consent Calendar are approved by the same vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

##### A. Regular Meeting Minutes

1. Approval of Minutes for the January 21, 2021 Board of Directors Regular Meeting

##### B. Financial Reports: January 2021

1. Check Register – Mechanics Bank (General Checking Account)
  - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)
  - b. Check Register – Wells Fargo (CSWP Construction Account)
2. Cash, Savings, and Investment Report
3. Budget vs. Actual Status Report **FY 2020-2021**
4. Capital Improvement Projects Report

##### C. Financial Reports: February 2021

1. Check Register – Mechanics Bank (General Checking Account)
  - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)
  - b. Check Register – Wells Fargo (CSWP Construction Account)
2. Cash, Savings, and Investment Report
3. Budget vs. Actual Status Report **FY 2020-2021**
4. Capital Improvement Projects Report

President Enns opened the meeting to Public Comment.  
Hearing no comment, President Enns closed Public Comment.

**MOTION:** 1st by Frank, to approve items on the Consent Calendar as prepared. Motion was seconded by Lyon.

**ROLLCALL VOTE:** Frank-yes, Lyon-yes, Miller-yes, Chivens-yes, Enns-yes,  
**VOTE 5-0** Motion passed

**4. STAFF COMMUNICATIONS AND INFORMATION ITEMS: (NO ACTION REQUIRED)**

**A. District Manager's Report – January & February 2021**

**B. Monthly Customer Satisfaction Survey Submissions – None**

**C. Will Serves – New - (January & February 2021)**

**Teixeira, APN 064-206-052, 2685 Ocean Blvd. – SFR Remodel**

Will-Serves – Renewed

**Riley, APN 064-201-072, 2651 Richard Ave. – SFR New**

**Borek, APN 064-221-013, 34 11th St. – SFR Addition**

**O'Day, APN 064-157-026, 960 Park Ave. – SFR Remodel**

**Gottlieb, APN 064-484-001, 871 N Ocean Ave. – SFR New**

**J Tenbroeck, Inc., APN 064-204-032, 2788 Richard Ave. – SFR New**

**Bybee, APN 064-207-048, 2744 Orville Ave. – SFR Remodel**

**Wolowodiuk, APN 064-154-020, 1073 Pacific Ave. – SFR New**

Will-Serves – Finaled

**Billings, APN 064-415-002, 3205 Studio Dr. – SFR New**

**Wrage, APN 064-426-039, 3333 Ocean Blvd. – SFR New**

**Garabedian, APN 064-204-064, 2739 Santa Barbara Ave. – SFR New**

Will-Serves – Continue to Serve (No Will-Serve Required)

**None**

Will-Serves – Grant of License

**None**

Manager Koon gave a summary of the previous month's Admin. and Operations departments' activities.

Director Lyon asked for more information regarding the 10<sup>th</sup> St. easement issue from the February O&M Report.

Manager Koon elaborated and stated that he and Jon Collins were able intercede before any irreversible action took place and there is no longer an issue.

Director Frank asked if the District's billing software can accommodate paperless billing and wondered if that might be a way to save money on postage and printing costs. Director Miller agreed that paperless billing interested her, and suggested it might especially be of interest to customers who are on ACH.

Manager Koon answered that paperless billing is not available as an option at this time.

President Enns opened the meeting to Public Comment.  
Hearing no comment, President Enns closed Public Comment.

Items 4 A through C were received and accepted.

## **5. PRESENTATION FROM CHARLOTTE HOLIFIELD OF CSDA REGARDING THE 2021 TRANSPARENCY CHALLENGE FOR CALIFORNIA SPECIAL DISTRICTS**

Ms. Holifield virtually presented the District with a District Transparency Certificate of Excellence for being the first Special District in California to complete the 2021 Special District Leadership Foundation Transparency Challenge.

President Enns thanked Ms. Holifield for the award and Vice President Chivens and Director Frank affirmed it was a testament to District staff.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

## **6. DISCUSSION AND CONSIDERATION TO ACCEPT THE MORRO BAY/CAYUCOS JOINT POWERS AGREEMENT FISCAL YEAR 2020-2021 AUDIT**

Manager Koon presented the audit to the Board.

President Enns opened the meeting to Public Comment.

JP Drayer stated that he appreciates the work that went into the audit. He wondered if once the current plant is decommissioned, can it serve a purpose for the community? He suggested a survey, a subcommittee, or other input of some sort from the community on how to best utilize the decommissioned plant and help foresee any legal issues.

Hearing no further comment, President Enns closed Public Comment.

Item 6 was received and accepted.

## **7. DISCUSSION AND CONSIDERATION TO APPROVE THE HOUSEHOLD HAZARDOUS WASTE SECOND AGREEMENT WITH INTEGRATED WASTE MANAGEMENT AUTHORITY AND CITY OF MORRO BAY**

Director Frank mentioned that he used this service last week and said it's a great resource.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

**MOTION:** 1st by Chivens, to approve the Household Hazardous Waste Second Agreement with Integrated Waste Management Authority and City of Morro Bay. Motion was seconded by Lyon.

**ROLLCALL VOTE:** Chivens-yes, Lyon-yes, Miller-yes, Frank-yes, Enns-yes

**VOTE 5-0** Motion passed

## **8. DISCUSSION AND CONSIDERATION TO APPROVE PAYMENT OF MORRO BAY INVOICE FOR 2ND QUARTER OF FY 2020-2021 IN THE AMOUNT OF \$87,912.52**

Manager Koon reviewed the invoice with the Board.

President Enns commented that he doesn't recall seeing the flow this low and gave credit to the District's field crew for finding and repairing leaks.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.



**MOTION:** 1st by Frank, to approve payment of Morro Bay invoice for 2nd quarter of FY 2020-2021 in the amount of \$87,912.52. Motion was seconded by Miller.

**ROLLCALL VOTE:** Frank-yes, Miller-yes, Lyon-yes, Chivens-yes, Enns-yes

**VOTE 5-0** Motion passed

**9. DISCUSSION AND CONSIDERATION OF REQUEST FROM THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO NOMINATE A BOARD MEMBER TO SERVE ON THE LOCAL AGENCY FORMATION COMMISSION AS THE SPECIAL DISTRICT MEMBER (OPTIONAL)**

Director Miller asked President Enns if he had any desire to serve on the LAFCO Board.

President Enns answered that he would be happy to serve.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

**MOTION:** 1st by Miller, to nominate Robert Enns to serve on the Local Agency Formation Commission as the Special District member. Motion was seconded by Chivens.

**ROLLCALL VOTE:** Miller-yes, Chivens-yes, Lyon-yes, Frank-yes, Enns-yes

**VOTE 5-0** Motion passed

**10. DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #6 WITH CUSHMAN CONTRACTING CORPORATION IN THE AMOUNT OF \$89,388.37**

Manager Koon reviewed the itemized breakdown of Change Order #6 and explained its necessity.

President Enns commented that he hasn't seen a project of this size with such a low change order rate and complimented the efforts made by Dylan Wade of WSC, who was integral in keeping the change order rate low.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

**MOTION:** 1st by Lyon, to approve Change Order #6 with Cushman Contracting Corporation in the amount of \$89,388.37. Motion was seconded by Frank.

**ROLLCALL VOTE:** Lyon-yes, Frank-yes, Miller-yes, Chivens-yes, Enns-yes

**VOTE 5-0** Motion passed

**11. DISCUSSION AND CONSIDERATION TO APPROVE PIPELINE PROJECT CHANGE ORDER #2 WITH DAVID CRYE GENERAL ENGINEERING CONTRACTOR, INC. FOR A DECREASED AMOUNT OF \$120,784.00**

Manager Koon reviewed the itemized breakdown of Change Order #2 and explained its necessity.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

**MOTION:** 1st by Frank, to approve Change Order #2 with David Crye General Engineering Contractor, Inc. for a decreased amount of \$120,784.00. Motion was seconded by Chivens.

**ROLLCALL VOTE:** Frank-yes, Chivens-yes, Lyon-yes, Miller-yes, Enns-yes

**VOTE 5-0** Motion passed

## **12. DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #3 FOR THE LIFT STATION 5 PROJECT WITH RAMINHA CONSTRUCTION, INC. IN THE AMOUNT OF \$24,053.77**

Manager Koon reviewed the itemized breakdown of Change Order #3 and explained its necessity.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

**MOTION:** 1st by Miller, to approve Change Order #3 for the Lift Station 5 Project with Raminha Construction, Inc. in the amount of \$24,053.77. Motion was seconded by Chivens.

**ROLLCALL VOTE:** Miller-yes, Chivens-yes, Frank-yes, Lyon-yes, Enns-yes

**VOTE 5-0** Motion passed

## **13. CAYUCOS SUSTAINABLE WATER PROJECT STATUS UPDATE**

Dylan Wade of WSC notified the Board that the project is nearing completion and has entered the “closeout” phase. Substantial construction is complete. The work at Lift Station 5 is coming to a close as they install pump and final electrical this week, followed by testing next week. Also next week, sludge will be coming in. In April they will hold a 30-day performance test to ensure everything is working as intended.

Manager Koon stated that they will intermittently start pushing wastewater to the new plant in the first week of April, between periods of sending wastewater to Morro Bay for testing. It is projected that by the end of April all wastewater will be directed to the CSWP and the outfall will begin to be utilized.

Director Miller complimented the efforts made by Manager Koon and Dylan Wade and offered her opinion that the community is lucky to have them working on the project. Director Frank concurred, and Vice President Chivens commented that he is especially impressed by the change orders. Director Lyon stated that she feels blessed to be part of the project and thinks the community as a whole will be proud.

President Enns opened the meeting to Public Comment.

John Curti asked for an updated timeline for the Solar Project.

Hearing no further comments, President Enns closed Public Comment.

Manager Koon answered that REC Solar is scheduled to begin construction in late June and it will be completed in July in preparation for the arrival of PG&E in August.

## **14. BOARD MEMBER COMMENTS** (This item is the opportunity for Board Members to make brief announcements and/or briefly report on their own activities related to District business.)

None.

## **15. FUTURE SCHEDULED MEETINGS**

- April 15, 2021 – Regular Board Meeting
- May 20, 2021 – Regular Board meeting
- June 17, 2021 – Regular Board meeting

## **16. ADJOURNMENT**

The meeting adjourned at 6:04p.m.

**Minutes Respectfully Submitted By:**

X Amy Lessi

Amy Lessi  
Administrative Services Manager

DRAFT



**Cayucos Sanitary District  
General Checking Account  
(Payments Only)  
March 2021**

**AGENDA ITEM:** 3.B.1

**DATE:** April 15, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/01/2021	22045	POSTMASTER	-589.22
03/01/2021	22075	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	-1,270.29
03/02/2021	22063	BRENNTAG PACIFIC, INC.	-1,622.73
03/02/2021	22064	BUSINESS CARD 4841	-770.03
03/02/2021	22065	BUSINESS CARD 8913	-1,518.55
03/02/2021	22066	CAYUCOS SANITARY DISTRICT	-282.00
03/02/2021	22067	EXXONMOBIL	-308.72
03/02/2021	22068	MINER'S ACE HARDWARE	-91.68
03/02/2021	22069	MORRO ROCK MUTUAL WATER CO. UTILITY 782	-84.68
03/02/2021	22070	MYTANA MANUFACTURING COMPANY, INC.	-35.90
03/02/2021	22071	NELSON'S GARAGE	-187.18
03/02/2021	22072	QUICK TECH COMPUTERS	-525.00
03/02/2021	22073	SOCAL GAS	-43.00
03/02/2021	22074	STREAMLINE	-200.00
03/02/2021	22076	KITZMAN WATER	-31.00
03/02/2021	22077	QUICK TECH COMPUTERS	-97.00
03/02/2021	22078	STAPLES ADVANTAGE (Gov. Acct)	-122.32
03/02/2021	22079	WELLS FARGO VENDOR FIN SERV	-213.43
03/04/2021		QuickBooks Payroll Service	-16,335.48
03/05/2021	HLTH030521	CALPERS (HEALTH)	-15,114.74
03/05/2021	DD03052101	COLLINS, JONATHAN W	0.00
03/05/2021	DD03052102	GOOD, GAYLE	0.00
03/05/2021	DD03052103	HOOPER, SARAH L	0.00
03/05/2021	DD03052105	LAKEY, NICK E	0.00
03/05/2021	DD03052106	LESSI, AMY M	0.00
03/05/2021	DD03052107	OWENS, JUSTIN D	0.00
03/05/2021	DD03052108	WINN, CHRISTOPHER M	0.00
03/05/2021	DD03052104	KOON, RICHARD L	0.00
03/05/2021	EDD03052021	EDD	-1,502.62
03/05/2021	FED03052021	US TREASURY	-6,820.22
03/05/2021	DEF030521	CALPERS (RETIREMENT)	-1,375.00
03/05/2021	PERS030521	CALPERS (RETIREMENT)	-4,067.18
03/05/2021	B2106312451	ALLIED ADMINISTRATORS FOR DELTA DENTAL	-801.80
03/08/2021	22080	CARMEL & NACCASHA, LLP	-1,632.00
03/08/2021	22081	CHARTER INTERNET	-804.98
03/08/2021	22082	MYTANA MANUFACTURING COMPANY, INC.	-2,382.95
03/08/2021	22083	PG&E LS#1	-443.23
03/08/2021	22084	PG&E LS#2	-802.95
03/08/2021	22085	PG&E LS#3	-147.51
03/08/2021	22086	PG&E LS#4	-439.31
03/08/2021	22087	PG&E LS#5	-1,410.03
03/08/2021	22088	PG&E OFFICE	-168.74
03/08/2021	22089	PG&E TORO - PLANT	-3,327.29
03/08/2021	22090	STAPLES ADVANTAGE (Gov. Acct)	-333.47
03/08/2021	22091	UNITEDSCOPE, LLC	-1,362.07

Date	Num	Name	Amount
03/08/2021	22092	USA BLUE BOOK	-62.67
03/11/2021	22094	PATHIAN ADMINISTRATORS	-206.83
03/11/2021	22095	COUNTY OF SLO - CLERK RECORDER	-4,037.52
03/11/2021	22096	MISSION UNIFORM SERVICE	-174.90
03/15/2021	FED03192021	US TREASURY	-6,829.76
03/16/2021	22097	ADVANTAGE ANSWERING PLUS	-83.39
03/16/2021	22098	CALNET3	-780.99
03/16/2021	22099	FIRSTNET (AT&T)	-370.15
03/16/2021	22100	GRAINGER	-435.73
03/16/2021	22101	NELSON'S GARAGE	-1,060.09
03/16/2021	22102	USA BLUE BOOK	-78.51
03/18/2021		QuickBooks Payroll Service	-16,419.56
03/19/2021	DD03192101	COLLINS, JONATHAN W	0.00
03/19/2021	DD03192102	GOOD, GAYLE	0.00
03/19/2021	DD03192103	HOOPER, SARAH L	0.00
03/19/2021	DD03192105	LAKEY, NICK E	0.00
03/19/2021	DD03192106	LESSI, AMY M	0.00
03/19/2021	DD03192107	OWENS, JUSTIN D	0.00
03/19/2021	DD03192108	WINN, CHRISTOPHER M	0.00
03/19/2021	DD03192104	KOON, RICHARD L	0.00
03/19/2021	EDD03192021	EDD	-1,507.75
03/19/2021	PER031921	CALPERS (RETIREMENT)	-4,067.18
03/19/2021	DEF031921	CALPERS (RETIREMENT)	-1,375.00
03/24/2021	22103	BUSINESS CARD 4841	-284.72
03/24/2021	22104	BUSINESS CARD 8913	-1,160.20
03/24/2021	22105	CITY OF MORRO BAY	-87,912.52
03/24/2021	22106	COAST ELECTRONICS	-32.30
03/24/2021	22107	COASTAL COPY, INC	-104.51
03/24/2021	22108	COOK BACKFLOW SERVICES	-337.72
03/24/2021	22109	EOSi	-3,978.98
03/24/2021	22110	EXECUTIVE JANITORIAL	-225.00
03/24/2021	22111	MINER'S ACE HARDWARE	-110.02
03/24/2021	22112	USA BLUE BOOK	-240.11
03/25/2021	22113	PETTY CASH	-120.21
03/25/2021	22114	DUKE'S ROOT CONTROL, INC.	-8,248.89
03/29/2021	22115	HACH	-1,188.61
03/29/2021	22116	QUICK TECH COMPUTERS	-145.75
03/29/2021	22117	SOCAL GAS	-46.27
03/29/2021	22118	STAPLES ADVANTAGE (Gov. Acct)	-1,127.42
03/29/2021	22119	VWR INTERNATIONAL, LLC	-126.16
03/29/2021	22120	WESTERN ALLIANCE BANK - SERIES A1	-102,596.65
03/29/2021	22121	WESTERN ALLIANCE BANK - SERIES B	-29,380.99
03/31/2021	22125	CAYUCOS BEACH MUTUAL WATER CO. #1	-103.66
03/31/2021	22126	EXXONMOBIL	-435.13
03/31/2021	22128	MISSION UNIFORM SERVICE	-174.90
03/31/2021	11284743384	COLONIAL LIFE INSURANCE PREMIUMS	-172.20
<b>Total Operating Expenses</b>			<b>-343,007.25</b>

**Cayucos Sanitary District  
CIP/CSWP Account  
(Payments Only)  
March 2021**

<b>AGENDA ITEM:</b> <u>3.B.1a</u>
<b>DATE:</b> <u>April 15, 2021</u>

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/02/2021	11458	J CALTON ENGINEERING	555.00
03/02/2021	11459	ASHLEY & VANCE	450.00
03/08/2021	11460	CARMEL & NACCASHA, LLP	2,876.40
03/24/2021	11461	WATER SYSTEMS CONSULTING, INC.	6,092.50
		<b>Total CIP Expenses</b>	<b><u>\$9,973.90</u></b>

**Cayucos Sanitary District  
CSWP Construction Account  
(Payments Only)  
March 2021**

**AGENDA ITEM:** 3.B.1b

**DATE:** April 15, 2021

Date	Num	Name	Amount
03/01/2021	5269	DAVID CRYE GENERAL ENGINEERING CONTRACTOR	-325,361.92
03/01/2021	5270	GEOSOLUTIONS, INC	-2,004.75
03/01/2021	5271	RAMINHA CONSTRUCTION, INC.	-209,127.69
03/01/2021	5272	WATER SYSTEMS CONSULTING, INC.	-106,688.82
03/02/2021	5277	HARVEY'S HONEY HUTS	-420.36
03/03/2021	5278	CUSHMAN CONTRACTING CORPORATION	-268,416.00
03/03/2021	5279	DAVID CRYE GENERAL ENGINEERING CONTRACTOR	-161,680.72
03/03/2021	5280	FIRMA CONSULTANTS, INC	-65,605.13
03/03/2021	5281	GEOSOLUTIONS, INC	-1,606.75
03/03/2021	5282	RAMINHA CONSTRUCTION, INC.	-187,657.69
03/03/2021	5283	TESCO CONTROLS, INC.	-318,300.00
03/03/2021	5284	WATER SYSTEMS CONSULTING, INC.	-102,952.68
03/04/2021	ACH - 22	HAWKINS DELAFIELD & WOOD LLP	-5,000.00
03/04/2021	ACH - 24	PARKER & COVERT LLP	-1,500.00
03/04/2021	ACH - 23	PUBLIC PROPERTY FINANCING CORPORATION	-3,500.00
03/16/2021	5285	DEPARTMENT OF PUBLIC WORKS - SLO COUNTY	-7.14
03/16/2021	5286	PG&E TORO - CONST OFC	-162.85
03/29/2021	5287	KUTAK ROCK, LLP	-42,131.25
03/31/2021	5288	HARVEY'S HONEY HUTS	-420.36
<b>Total CSWP Construction Expenses</b>			<b>-\$1,802,544.11</b>

## Cayucos Sanitary District Cash, Savings and Investment Report March 2021

**AGENDA ITEM:** 3.B.2

**DATE:** April 15, 2021

Bank Accounts	Current Balance	
Mechanic's Bank Checking	\$268,755	
Wells Fargo CIP	\$528,221	
Wells Fargo CFF	\$196,539	
Mechanic's Bank - USDA	\$27,088	
Petty Cash	\$175	
LAIF	\$8,448	
<b>Total</b>	<b>\$1,029,225</b>	
CSWP Project/Asset Accounts		
Western Alliance Const. Interest Reserve	\$29	
Western Alliance Series A Account	\$0	
Western Alliance Series A-1 Account	\$5	
Western Alliance Series B Account	\$0	
WF CSWP Constr. Oper. Acct.	\$813,762	
WF CSWP Constr. Impound Acct.	\$1,142,440	
<b>Total</b>	<b>\$1,956,236</b>	
Investments		
Wells Fargo CalTrust	\$1,683,425	
Cetera Cash/MM	\$740,489	
Cetera Treasury/Securities	\$74,974	(Fixed Income)
<b>Total</b>	<b>\$2,498,888</b>	
<b>Grand Total</b>	<b>\$5,484,348</b>	
MCD Rabobank Deposit CD	\$25,000	Franchise Deposit on Hold

**Cayucos Sanitary District  
FY 20/21 Financial Report  
March 2021**

**AGENDA ITEM:** 3.B.3

**DATE:** April 15, 2021

	Current Month	YTD Actual Rev/Exp	YTD Budget	Approved Budget 20/21	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4000 · SEWER INCOME</b>	255,760	2,284,863	2,202,113	2,936,150	78%
<b>4100 · WILL SERVE INCOME</b>	475	34,665	25,725	34,300	101%
<b>4200 · RENTAL INCOME</b>	-	35,533	24,150	32,200	110%
<b>4300 · SOLID WASTE INCOME</b>	12,345	73,268	67,200	89,600	82%
<b>4400 · SLOCO TAX ASSESSMENTS</b>	59,255	674,640	728,775	971,700	69%
<b>4500 · SAVINGS INTEREST INCOME</b>	3	73	150	200	37%
<b>4600 · INVESTMENT INTEREST</b>	1,125	15,217	20,700	27,600	55%
<b>4700 · OTHER INCOME</b>	-	4,569	3,450	4,600	99%
<b>Total Income</b>	<u>328,964</u>	<u>3,122,828</u>	<u>3,072,263</u>	<u>4,096,350</u>	<u>76%</u>
<b>Expense</b>					
<b>5000 · PAYROLL EXPENSES</b>					
<b>5100 · ADMINISTRATIVE PAYROLL</b>	26,209	244,553	253,575	338,100	72%
<b>5200 · COLLECTIONS PAYROLL</b>	12,541	122,757	87,150	116,200	106%
<b>5300 · TREAT PAYROLL</b>	13,736	47,297	156,750	209,000	23%
<b>5400 · DIRECTOR PAYROLL</b>	-	5,000	6,000	8,000	63%
<b>5500 · VESTED PAYROLL BENEFITS</b>	429	3,789	3,750	5,000	76%
<b>5600 · ADMIN PAYROLL TAXES &amp; BENEFITS</b>	12,003	125,148	90,713	120,950	103%
<b>5700 · COLL PAYROLL TAXES &amp; BENEFITS</b>	7,299	85,348	64,238	85,650	100%
<b>5800 · TREAT PAYROLL TAXES &amp; BENEFITS</b>	4,731	14,557	51,338	68,450	21%
<b>5900 · DIRECTOR PAYROLL TAXES &amp; BENEFITS</b>	-	383	375	500	77%
<b>Total 5000 · PAYROLL EXPENSES</b>	<u>76,948</u>	<u>648,833</u>	<u>713,888</u>	<u>951,850</u>	<u>68%</u>
<b>6000 · OPERATING EXPENSES</b>					
<b>6050 · SPECIAL PROJECTS</b>	-	-	9,750	13,000	0%
<b>6100 · ADMIN OPERATING EXPENSES</b>	438,358	1,118,070	1,337,325	1,783,100	63%
<b>6500 · COLLECTIONS OPERATING EXPENSES</b>	16,327	102,301	164,400	219,200	47%
<b>7000 · TREATMENT OPERATING EXPENSES</b>	14,562	235,872	603,750	805,000	29%
<b>Total 6000 · OPERATING EXPENSES</b>	<u>469,248</u>	<u>1,456,243</u>	<u>2,115,225</u>	<u>2,820,300</u>	<u>52%</u>
<b>Total Expense</b>	<u>546,195</u>	<u>2,105,076</u>	<u>2,829,113</u>	<u>3,772,150</u>	<u>56%</u>
<b>Net Ordinary Income</b>	<u>(217,232)</u>	<u>1,017,752</u>	<u>243,150</u>	<u>324,200</u>	<u>314%</u>
<b>Net Income</b>	<u><u>(217,232)</u></u>	<u><u>1,017,752</u></u>	<u><u>243,150</u></u>	<u><u>324,200</u></u>	<u><u>314%</u></u>



**Cayucos Sanitary District  
Capital Improvement Projects Report  
FY 20/21  
March 2021**

<b>AGENDA ITEM:</b> <u>3.B.4</u>
<b>DATE:</b> <u>April 15, 2021</u>

	<b>Current Month</b>	<b>YTD Actual Rev/Exp</b>	<b>Approved Budget 20/21</b>	<b>Percent Used YTD</b>
<b>CAPITAL IMPROVEMENTS</b>				
<b>1601 - Sewer Main Replacements</b>	0.00	0.00	85,000.00	0%
<b>1601.02 - Chaney to LS #5</b>	0.00	0.00	70,000.00	0%
<b>1609 - Lift Stations 1 &amp; 4 Repairs</b>				
<b>1609.2 - LS #4 Replacement Pump</b>	0.00	19,041.36	22,000.00	87%
<b>1612 - ALL LIFT STATIONS</b>				
<b>1612.1 - Lift Station SCADA System</b>	0.00	59,387.86	65,000.00	91%
<b>1614 - Lift Station #5</b>				
<b>1614.1 - Inflow &amp; Infiltration Study</b>	0.00	0.00	28,000.00	0%
<b>1615 - Outfall Tie-In</b>	0.00	0.00	45,000.00	0%
<b>1616 - RWQCB Recycled Water Program</b>	0.00	0.00	50,000.00	0%
<b>Total 1600 CAPITAL IMPROVEMENTS</b>	<b>0.00</b>	<b>\$78,429.22</b>	<b>\$365,000.00</b>	<b>21%</b>



**AGENDA ITEM:** 4.A

**DATE:** April 15, 2021

## **CAYUCOS SANITARY DISTRICT**

**TO: BOARD OF DIRECTORS**

**FROM: RICK KOON  
DISTRICT MANAGER**

**SUBJECT: MONTHLY MANAGERS REPORT: MARCH 2021**

**DATE: APRIL 08, 2021**

### **ADMINISTRATIVE:**

- The District continues the COVID -19 protection protocols for all employees as required by Cal-OSHA and the new State mandates. Operations staff vaccinations began last month, and other staff have commenced their vaccinations based on availability and eligibility. 5 staff members have been vaccinated to date.
- ACH payment requests continue to increase. We now have 433 customers signed up.
- Staff worked on procuring office and maintenance items for the WRRF.
- Operations staff have begun operation of the WRRF. Sludge seeding in the aeration basins has begun. We are bypass pumping Lift Station 5 to the WRRF during the day to keep the biology growing and we will be on the new Lift Station 5 mid-April.
- Staff has begun preparation of the FY 21/22 budget.
- Staff is working on the additional questions we received from LAFCO.

### **CAPITAL PROJECTS:**

- The LAFCO application process for the District Boundary adjustment was submitted to LAFCO.
- Toro Creek Pipeline Project went out to bid on March 5<sup>th</sup>. We have extended the bidding period to May 8<sup>th</sup>.

# OPERATIONS AND MAINTENANCE

## March 2021

---

### **CIP:**

- E street repair and dead-end excavation with Knowles

### **Daily Operations of Note:**

- H2S leaving Lift Station #5 Average 9 ppm Max 38 ppm
- Lift Station #5 - average temperature 64° f
- Pump down, scrape, and bleach wet wells
- Target Solutions Training for SDRMA
- Respond to 45 Underground Service Alerts
- Compile Lift Station 5 flow average for WRRF operations planning
- Trim bushes at Lift Station 2
- Alpha Electric diagnosed Lift Station 2 cabinet noise; new fan required
- Collect 650' of extra HDPE from the field for use in cathodic protection install
- Dialer sent in for repairs; replace Lift Station 2 dialer battery
- Ranger gear selector repaired at Nelsons; new floor mats installed
- F350 new brakes at Nelsons
- Backflow testing
- Duke's Root Treatment out for annual root treatment
- Test battery capacity of lift station generators
- Tailgate Meeting on measuring tape
- Assist with dewatering aeration basin and pumping for seeding of WRRF
- Pump Cayucos wastewater up to WRRF from Lift Station 5 with trash pump
- CSWP training:
  - Assemble MBR cassettes
  - WedeCo UV reactors
  - Set headworks overflow weirs
  - Memcor Interface System
  - Sampling instruments; dissolved O2, ammonium, nitrate, total suspended solids, Ph, and chlorine residual
  - SCADA

### **Call Outs:**



**AGENDA ITEM:**   5    
**DATE:**   April 15, 2021  

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** April 08, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE  
CONSULTANT SERVICES AGREEMENT WITH NATIONAL  
DEMOGRAPHICS CORPORATION FOR DEMOGRAPHIC  
SERVICES FOR THE TRANSITION TO DISTRICT-BASED  
ELECTIONS

### **DISCUSSION:**

Based on the Board's direction at its January meeting, the District's Legal Counsel reached out to two demographic agencies for proposals. Redistricting Partners responded with a \$33,000 estimate. National Demographics Corporation's (NDC) proposal is \$13,500 to \$19,500 depending on which options are required (see Exhibit B – Page 1). Exhibit A – Page 1 provides a detailed project scope of work and time frame to complete the work. It is intended that staff will work with NDC to provide backup information, incorporation of the mapping into our existing website and local outreach as needed.

### **RECOMMENDATION:**

It is recommended that the Board approve a Consultant Services Agreement with National Demographics Corporation for demographic services for the transition to district-based elections.

## AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of April \_\_\_\_, 2021, between **NATIONAL DEMOGRAPHICS CORPORATION** (“Consultant”), and the **CAYUCOS SANITARY DISTRICT**, a political corporation of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. **TERM**

This Agreement shall commence on April \_\_\_\_, 2021 and shall remain and continue in effect until March 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

### 2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

### 3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

### 4. **AGREEMENT ADMINISTRATION**

District’s General Manager, Rick Koon, shall represent District in all matters pertaining to the administration of this Agreement. Consultant’s President, Doug Johnson, shall represent Consultant in all matters pertaining to the administration of this Agreement.

### 5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit “B,” attached hereto and incorporated herein by this reference, in monthly progress payments based on time spent on each task.

### 6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall

immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

## **7. TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District;  
or
- (d) End of the Agreement term specified in Section 1.

## **8. DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.



9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## 11. **INDEMNIFICATION**

(a) **Indemnification for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) **Indemnification for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

## 12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cayucos Sanitary District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cayucos Sanitary District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Rick Koon, District Manager  
Cayucos Sanitary District  
PO Box 333  
Cayucos, CA 93430

Copy to: Timothy J. Carmel  
Carmel & Naccasha, LLP  
694 Santa Rosa Street  
San Luis Obispo, CA 93401

To Consultant: Douglas Johnson, President  
National Demographics Corporation  
PO Box 5271  
Glendale, CA 91221

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cayucos Sanitary District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CAYUCOS SANITARY DISTRICT**

**NATIONAL DEMOGRAPHICS CORPORATION**

By: \_\_\_\_\_  
Robert Enns, Board President

By: \_\_\_\_\_  
Douglas Johnson, President

\_\_\_\_\_  
Richard Koon, District Manager

Approved As To Form:

\_\_\_\_\_  
Timothy J. Carmel, District Counsel



EXHIBIT A  
SCOPE OF WORK



## National Demographics Corporation

### Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

**This timeline is subject to change based on ongoing changes in the date when official population data will be available and possible changes in state deadlines.**

March - May	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
May – September	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.
October - January	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
January - April	Final plan revisions made and plan adopted and implemented.

### Detailed Project Scope of Work

#### March – May, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.



## National Demographics Corporation

- e. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

### **May – September, 2021: Initial Data Analysis and Initial Hearings / Forums**

- h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.
- i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- j. NDC prepares a report regarding the demographics and compliance with state and federal criteria of jurisdiction, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- k. NDC report is circulated to the jurisdiction and into the project outreach messaging.
- l. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria and jurisdiction demographics.
- m. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- n. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.



## National Demographics Corporation

- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- q. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

### October – January, 2021: Draft Mapping Time

- r. 2020 Census total population counts released and California Statewide Database completes “prison adjustments” of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.
- s. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents with to submit.
- t. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- u. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- v. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- w. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- x. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.



## National Demographics Corporation

- y. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected ‘focus maps’ and the remaining opportunities to participate in the process.

### **January – April, 2022: Map Adoption**

- z. Any new or revised maps, related demographics, and summaries are posted on the project website.
  - aa. At the jurisdiction’s option, one or more informal workshops or public forums are held to gather residents’ reactions to and preferences among the remaining maps.
  - bb. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
  - cc. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
  - dd. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
  - ee. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.



## Details of Optional Project Elements

### Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction’s elected leadership.

### Outreach Assistance

NDC brings topical expertise to your jurisdiction’s outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We often work with, and highly recommend, Tripepi-Smith, and some information on the services they offer is included at the end of this proposal. And we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Many projects can be handled by a jurisdiction’s in-house or regular outreach and communications teams (with samples and topic expertise provided by NDC), but a number of jurisdictions seek supplemental outside communications assistance.

### Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).



The screenshot shows the City of Lake Forest website. At the top left is the City of Lake Forest logo, which includes a circular seal with a tree and water, and the text 'CITY OF LAKE FOREST' and 'DECEMBER 20, 1991'. To the right of the logo is a map with a search bar and a 'Select Language' dropdown. Below the map is a dark blue navigation bar with white text for 'WELCOME', 'SCHEDULE', 'DRAFT MAPS', 'DRAW A MAP', 'CONTACT', 'FAQ', and 'RESOURCES'.

The main content area is titled 'Home' and contains the following text:

The City Council is asking for your help planning our City's change to by-district Council elections. Lake Forest, like over 60 cities and 150 school districts across the state, is making a change in how voters elect the City Council.

Beginning in 2018, City Council members will be elected district by district, instead of the current at-large citywide elections in which all voters have the ability to vote for all City Council seats.

We need your help to make this change!

The primary goal when drawing Council election districts is to draw lines that keep neighborhoods together. So the Council wants to know: what do you consider the boundaries of your neighborhood?

**On October 3rd, the Council selected five "focus" maps, numbered 109, 110, 115, 116 and 128. On November 7th, the Council requested eight new variations on "focus" maps 116 and 128. All of these maps are all available on the "Draft Maps" page.**

More information will be posted to this page as the process moves forward.

On the right side, there is a 'Next Steps' sidebar with a tan background. It lists two dates:

**Tuesday, December 5** (Regular Council Meeting)  
Council hearing to solicit "input regarding the content of the draft maps and the proposed sequence of elections." Council selection of a map and introduction of ordinance.

**Tuesday, December 19** (Regular Council Meeting)  
Second reading and final adoption of ordinance.

At the bottom of the page is a dark blue footer bar with white text: 'Copyright 2020. City of Lake Forest. All Rights Reserved.' and a green link for 'Contact Us'.

## Background on Online Mapping Tool Options

NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.





## National Demographics Corporation

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation’s “Maptitude Online Redistricting” tool. Even with the technical challenges arising from such tools’ power and flexibility, NDC’s training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.

**Districts**

Districts in Plan: 4; Target: 9,689						
District	Population	Deviation	% Deviation	Hispanic	% Hispanic	NI
-	7	-9,682	-99.9%	0	0.0%	
1	7,732	-1,957	-20.2%	631	8.2%	
2	18,530	8,850	91.3%	3,044	21.3%	
3	13,745	-4,096	-41.9%	3,000	26.4%	
4	8,422	-1,267	-13.1%	1,454	17.3%	

**Changes**

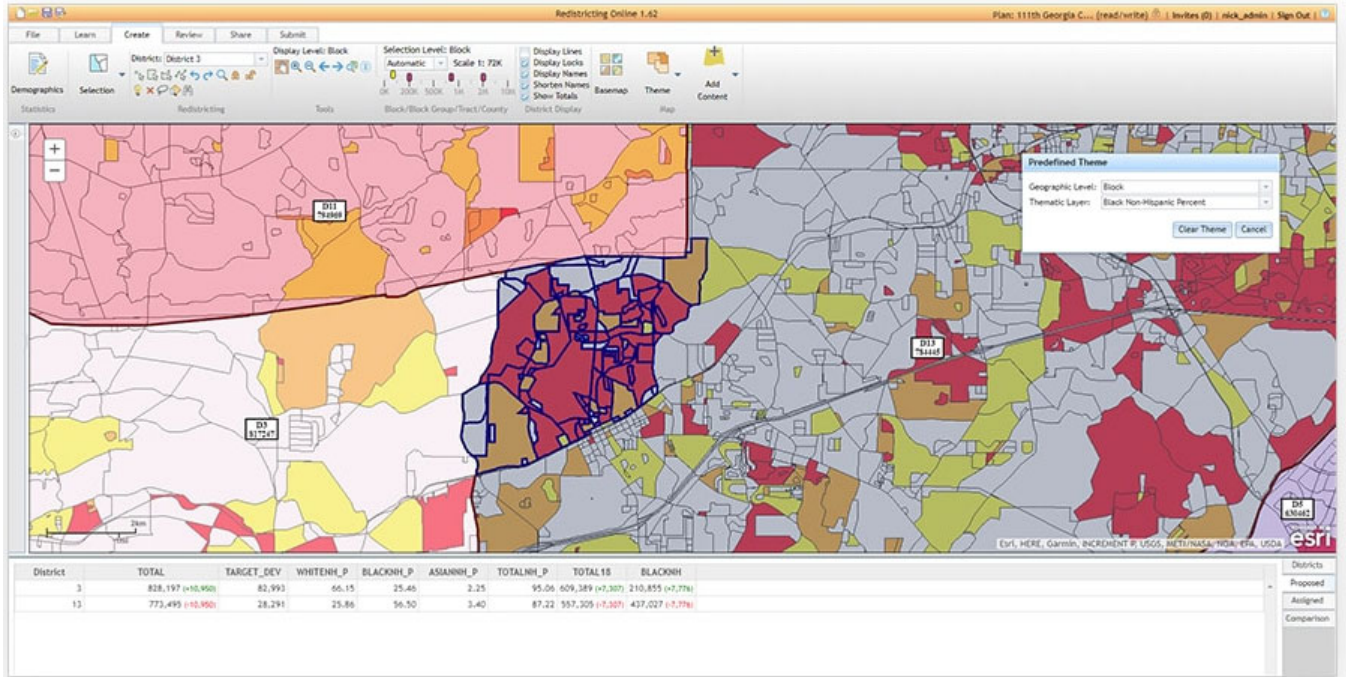
Pending Changes	
District	4
Population	8,422
Change - Population	0
Ideal Value	9,689
Deviation	-1,267
% Deviation	-13.1%
Hispanic	1,454
Change - Hispanic	0
% Hispanic	17.3%
NI/Whit	8,510





## National Demographics Corporation

The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.



## National Demographics Corporation

### Paper- and Excel-based Public Mapping Tools

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.

At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our “Public Participation Kit.” Each “Kit” includes two formats.

The first, and most simple, Kit is a one-page map showing streets, city borders, and population counts for NDC-created “Population Unit” geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district. All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: <https://drawlf.org/draw-a-map/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

### Public Participation Kit

An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

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

Phone or email: \_\_\_\_\_

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:  
 Submission@NDCresearch.com  
 PO Box 5271, Glendale, CA 91221  
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2D16 CALIPER

EXHIBIT B  
FEE ESTIMATE

**Project Pricing**

- 1. Basic Project Elements (covers everything except for per-meeting and optional expenses):..... \$ 9,500
- 2. Per-Meeting expense:
  - In-person attendance, per meeting ..... \$ 2,750
  - Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

- 3. Optional Project Elements:
  - a) Project website ..... \$ 3,500
  - b) Online mapping tool options:
    - Caliper’s “Maptitude Online Redistricting” (MOR) ....no add’l charge
    - Tuft University’s “DistrictR” .....no add’l charge
    - ESRI Redistricting ..... \*
  - c) Public Participation Kit mapping tool:
    - i. With MOR or ESRI online mapping tool.....incl. at no add’l charge
    - ii. Without MOR or ESRI online mapping tool..... \$ 2,000
  - d) Working with independent or advisory redistricting commission..... no additional charge
  - e) Additional outreach assistance.....separately contracted

\* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.

**Other Potential Project-Related Expenses:**

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.

### Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour	Vice
President (Justin Levitt).....	\$250 per hour	Senior
Consultant .....	\$200 per hour	
Consultant.....	\$150 per hour	
Analyst / Clerical.....	\$50 per hour	

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

### Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee be paid at the start of the project, with the balance of the project costs paid at the conclusion of the project.

## EXHIBIT C

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this

agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.





**AGENDA ITEM:** 6  
**DATE:** April 15, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** April 08, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #3 WITH DAVID CRYE GENERAL ENGINEERING CONTRACTOR, INC. FOR GRADING OF THE CAYUCOS SUSTAINABLE WATER PROJECT (CSWP) IN THE AMOUNT OF \$34,000.00

### **DISCUSSION:**

As part of the REC Solar Contract, the District has the responsibility to grade the solar site per the solar grading plan. As part of the substantial completion of the CSWP grading contract with David Crye, the soils removed from the plant site must be knocked down and compacted on the solar site. Crye is preparing to move in to do this work in May and it will be a good time for the District to final grade the solar site for REC. The original contract was for the solar site to be a flat pad. The REC plan requires an 8% crossfall in order for the panels to function properly. Staff has reviewed the new grading plan and recommends that it will be a cost savings for the District to do the new grading while crews are finishing up the grading contract. David Crye has given us a cost estimate of \$34,000 for the work.

In total, the change orders for the grading of the CSWP equal \$51,002 which represents 8% of the total contract amount.

### **RECOMMENDATION:**

It is recommended that the Board approve Change Order #3 for David Crye General Engineering Contractor, Inc. for grading of the Cayucos Sustainable Water Project (CSWP) in the amount of \$34,000.00.

**AGENDA ITEM: 6**

**DATE: April 15, 2021**

**Change Order No. 3**

Date of Issuance: 4/9/21

Effective Date: 4/16/21

Owner: Cayucos Sanitary District

Owner's Contract No.: Grading Contract

Contractor: David Crye General Engineering Contractor, Inc.

Contractor's Project No.: N/A

Engineer: Water Systems Consulting

Engineer's Project No.: N/A

Project:

Contract Name: CSWP Grading

The Contract is modified as follows upon execution of this Change Order:

Description: Mutually agreed upon lump sum to modify final grading at the Solar Site to accommodate the future Solar Project.

Attachments: D. Crye Inc Quote Solar Site Grading

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>635,000</u>	Original Contract Times: Substantial Completion: <u>610</u> Ready for Final Payment: <u>670</u> days or dates
Increase from previously approved Change Orders No. <u>1, 2</u> :  \$ <u>17,002.38</u>	No change from previously approved Change Orders No. <u>   </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order:  \$ <u>652,002.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>610</u> Ready for Final Payment: <u>670</u> days or dates
Increase of this Change Order:  \$ <u>34,000</u>	Time change of this Change Order: Substantial Completion: <u>310</u> Ready for Final Payment: <u>310</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>686,002.38</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>920</u> Ready for Final Payment: <u>980</u> days or dates

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**AGENDA ITEM:** 7

**DATE:** April 15, 2021

## **CAYUCOS SANITARY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** April 08, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #4 WITH TESCO CONTROLS, INC. FOR THE LIFT STATION 5 PROJECT IN THE AMOUNT OF \$17,123.00

### **DISCUSSION:**

This Change Order #4 is for the Lift Station #5 Replacement Project controls systems. It consists of two items. Item number 1 is an increase of \$11,683 in costs for integration of the network and internet communications between the WRRF and Lift Station 5. The second item is for \$5,440.00, for the integration of the existing SCADA system for Lift Stations 1- 4 into the overall SCADA network.

In total, the CCO's for TESCO Controls equal \$30,627, which represents 6.4% of the total contract amount.

### **RECOMMENDATION:**

It is recommended that the Board approve Change Order #4 for TESCO Controls, Inc. for the Lift Station 5 Project in the amount of \$17,123.00.

**AGENDA ITEM:** 7  
**DATE:** April 15, 2021

**Change Order No.** 04

Date of Issuance: 04/09/21	Effective Date: 04/23/21
Owner: Cayucos Sanitary District	Owner's Contract No.: CSWP-3
Contractor: Tesco Controls	Contractor's Project No.:
Engineer: Water Systems Consulting	Engineer's Project No.: N/A
Project: Cayucos Sustainable Water Project	Contract Name: Lift Station 5

The Contract is modified as follows upon execution of this Change Order:

Description: Changes to the CSWP Lift Station 5 Replacement Project primarily consist of integration of the District's existing SCADA system for Lift Stations 1 through 4 into the WRRF project's SCADA system, and integration of network communications over fiber optic between Lift Station 5 and the WRRF site.

Attachments: *Change Order Detail table*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>478,550</u>	Original Contract Times: Substantial Completion: <u>205</u> Ready for Final Payment: <u>265</u> days
Increase from previously approved Change Orders No. to No. <u>02</u> :  \$ <u>13,504</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>492,054</u>	Contract Times prior to this Change Order: Substantial Completion: <u>205</u> Ready for Final Payment: <u>265</u> days or dates
Increase of this Change Order:  \$ <u>17,123</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>509,177</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>205</u> Ready for Final Payment: <u>265</u> days or dates

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: 11/  
Title: \_\_\_\_\_

**CHANGE ORDER DETAIL**

**Owner:** Cayucos Sanitary District

**No.** 004

**Contractor:** Tesco Controls

**Issue Date:** 04/09/2021

**Project:** Cayucos Sustainable Water Project – Lift Station 5 Replacement

ITEM NO.	DESCRIPTION OF THE CHANGE	COST INCREASE	COST DECREASE
01	Increases Price: Integration of network and internet communications between the WRRF and Lift Station 5 locations. This integration will enable the WRRF alarms to be transmitted to operators via cellular modem at the Lift Station 5 site and the Lift Station 5 site to communicate directly with the WRRF intranet and SCADA systems.	\$11,683	N/A
02	Increases Price: Integration of the District's Lift Station 1 through 4 SCADA system into the WRRF and Lift Station 5 SCADA system. This integration will allow the District to have a single SCADA system that covers both Collections and WRRF operations and alarms.	\$5,440	N/A



**AGENDA ITEM:** 8  
**DATE:** April 15, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** April 08, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE A  
CONSULTANT SERVICES CONTRACT FOR LIMITED WRRF  
OPERATIONS SUPPORT WITH WATER SYSTEMS  
CONSULTING, INC. IN THE AMOUNT OF \$136,203.00

### **DISCUSSION:**

The WRRF is in the performance testing phase and the District has begun transitioning into full operation of the WRRF. During this 6 month transition it is important to have continuity between the design engineering, construction completion, and the District's operation. As outlined in the proposal, this contract will provide District staff with the resources to make the transition successful. The funding for this limited contract will come from the Chief Plant Operator/Grade 3 positions in the approved FY 20/21 budget.

### **RECOMMENDATION:**

It is recommended that the Board approve a Consultant Services Contract for limited WRRF operations support with Water Systems Consulting, Inc. in the amount of \$136,203.00.



04/09/2021

Mr. Rick Koon  
Cayucos Sanitary District  
Cayucos, CA  
Delivered via Email

**Subject: Proposal to provide Engineering, Regulatory Compliance Support, and Contract Operations for the Cayucos Sanitary District Water Resource Recovery Facility**

Dear Rick,

In April 2021, the Cayucos Sanitary District began Performance testing of its new Water Resource Recovery Facility (WRRF). At the conclusion of the Performance Test responsibility for the maintenance and operations of the WRRF passes from the Contractor to the District and shortly thereafter the construction phase of the project will close. The District has requested WSC's continued support to ease the transition into stable, successful operations. To that end we believe WSC can offer the following in support of the District's talented operating staff:

- **Provide Reporting and Monitoring Support:** WSC will assist the District in: developing the required reports and reporting calendar; developing sampling and reporting protocols, and developing databases and systems to facilitate generating future reports accurately and efficiently. WSC will review monitoring reports before submission to help assure compliance and for the necessary data to negotiate a more refined permit during the next NPDES permit negotiation with the RWQCB.
- **Provide Contract Operations:** A qualified and trained WSC operator has been onsite through the testing and training period as part of the construction management team. This operator has been trained on the facility and can provide support while District staff accrue operational hours and the District assesses the long term staffing plan for the facility. The proposed scope makes the following assumptions:
  - WSC will provide a grade 3 operator onsite for two eight-hour days per week
  - Up to eight hours of work per week is budgeted for work required while on-call
  - One hour of time will be billed for each day WSC's operator is on-call
  - Onsite call outs will incur an hourly minimum consistent with the District's standby policy.
  - WSC operating hours can be flexible to cover shifts for WRRF operators or provide additional staffing on weekends as needed.
  - WSC will work under direction of the District's CPO.
- **Provide Engineering Support:** Following completion of the Performance testing and Substantial Completion of the construction efforts, the District will assume operations and maintenance



responsibility for the facility. As the design engineer WSC will be available to provide additional engineering support to the operations staff as they work through the initial operating period. We anticipate helping to trouble shoot problems that arise, optimize treatment processes, and providing a surrogate for operational knowledge that will be built up in time.

Our assumption is that the District would rely on these services more heavily for the first few months of operation than in later months. We propose a six month term to facilitate the transition to steady state operations. The estimated level of effort for these services on a time and materials not to exceed \$136,203. This approach allows the District staff and WSC to be flexible in when and how we provide any needed support. Please feel free to contact us with any questions or comments. I can be contacted via phone or email at (805) 457-8833 ext. 111, or via email at [dwade@wsc-inc.com](mailto:dwade@wsc-inc.com). Thank you in advance for consideration of this proposal.

Sincerely,

Water Systems Consulting, Inc.



Dylan Wade, PE CCM

Vice President.