



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors
Tuesday, April 9, 2019 9:30 AM,
City of Seaside Conference Room

1. **CALL TO ORDER**

2. **ROLL CALL**

BOARD OF DIRECTORS

Jerry Blackwelder

Pat Lintell

John Wizard

Chair

First Vice Chair

Second Vice Chair

3. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. **PUBLIC COMMENT**

Members of the public wishing to address the Seaside County Sanitation District on matters within the jurisdiction of the Board, but not on this agenda, may do so during Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. **CONSENT AGENDA**

**A. APPROVAL OF MINUTES FROM THE JANUARY 8, 2019
REGULAR MEETING.**

PURPOSE: To review and approve the minutes from the January 8, 2019 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

**B. APPROVAL OF OCTOBER 2018 - FEBRUARY 2019
EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION
DISTRICT.**

PURPOSE: Approval of expenditures for October 2018 through February 2019 for the Seaside County Sanitation District in the amount of \$828,061.82.

RECOMMENDATION: Approve expenditures for October 2018 through February 2019. Total expenditures were \$828,061.82.

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR JANUARY 2019, FEBRUARY 2019 AND MARCH 2019.

PURPOSE: Receive Seaside County Sanitation District Operations Report for January 2019, February 2019 and March 2019.

RECOMMENDATION: Accept reports. This item is presented for information only.

D. ALLOCATING FUNDS TO THE SANITARY SEWER MANAGEMENT PLAN UPDATE AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAUSEY CONSULTING FOR THE 2019 AUDIT OF THE SANITARY SEWER MANAGEMENT PLAN FOR AN AMOUNT NOT TO EXCEED \$18,450.00

PURPOSE: The purpose of this item is for the District Board to consider approving a resolution allocating funds to the Sanitary Sewer Management Plan Update (SSMP) and authorizing a professional services agreement with Causey Consulting to perform the 2019 audit of the Seaside County Sanitation District (SCSD) SSMP.

ENVIRONMENTAL COMPLIANCE

The project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance Title 14 of the California Code of Regulations, Chapter 3, Article 10, Section 15378 "Project" (b) (2) as it is not defined as a project, as it is an administrative maintenance activity and will have no significant effect on the environment.

RECOMMENDATION: It is recommended that the District Board adopt a resolution approving a professional services agreement to Causey Consulting to provide professional services for the 2019 audit of the SSMP for an amount not to exceed \$18,450; authorize the District Manager to execute the agreement; and authorize the District Finance Director to make the necessary budget adjustments.

6. NEW BUSINESS

A. MARINA COAST WATER DISTRICT - ORD COMMUNITY SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION APPLICATION TO THE LOCAL AGENCY FORMATION

COMMISSION (LAFCO) OF MONTEREY COUNTY

PURPOSE: The purpose of this item is to discuss the Marina Coast Water District Ord Community Sphere of Influence Amendment and Annexation to the Local Agency Formation Commission (LAFCO) of Monterey County.

RECOMMENDATION: It is recommended that the District consider the application and provide direction to staff as may be appropriate.

Environmental Compliance: As the lead agency under the California Environmental Quality Act (CEQA) guidelines, MCWD approved a Negative Declaration indicating no significant environmental impacts.

7. STAFF REPORTS

Staff reports include items for which verbal reports/presentations will be provided. If a specific Seaside County Sanitation District presentation is planned, it will be listed and information included with the Agenda. Brief oral reports may be provided for items arising after the Agenda was prepared. The Board may wish to ask questions or discuss a staff report, but no action is appropriate other than referral to staff, or request that a matter be set as a future Agenda item.

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 14, 2019
Seaside City Hall
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. SCSD's meetings are held at an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the District Clerk at cityclerk@ci.seaside.ca.us 831-899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. Agenda related writings or documents provided to the SCSD Board of Directors are available for public inspection during the meeting or may be requested from the office of the District Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956. Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, January 8, 2019 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. **CALL TO ORDER**

The meeting was called to order at 9:30 AM.

2. **ROLL CALL**

Present: Blackwelder, Lintell, Wizard

First Vice Chair Lintell pulled item 3C from the Consent Agenda.

3. **CONSENT AGENDA**

First Vice Chair Lintell pulled item 3C from Consent Agenda.

On motion by Second Vice Chair Jon Wizard and seconded by First Vice Chair Pat Lintell and passed by the following vote the Seaside County Sanitation District approved Consent Agenda except for item 3C.

RESULT: **Approved**

AYES: Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES: None

A. **APPROVAL OF MINUTES FROM THE DECEMBER 18, 2018
SPECIAL MEETING.**

Action: Approved

B. **RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT
FOR DECEMBER 2018.**

Action: Received

C. **APPROVE THE PURCHASE OF A SEWER VIDEO VAN IN THE AMOUNT OF
\$169,337.50.**

First Vice Chair Lintell asked questions in regards to the vehicle that were answered by District Engineer Rick Riedl. First Vice Chair Lintell requested that a maintenance check be done to the vehicle. Second Vice Chair Wizard asked about the criteria for establishing the maximum amount of money considered in the consent agenda. Legal Counsel answered question. There is no legal standard on what projects go on consent agenda. There are no district policies in regards to the dollar amount to be discussed on consent agenda. There were further questions by the Board that were answered by Mr. Riedl.

On motion by First Vice Chair Pat Lintell and seconded by Second Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District Approved the purchase of a sewer video van only if it proves that it is in good condition and that it has a one year warranty.

RESULT:	Approved
AYES:	Jerry Blackwelder, Pat Lintell, Jon Wizard
NOES:	None

4. **NEW BUSINESS**

A. **CONTRACT AMENDMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS (\$225,888) FOR PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE LIFT STATIONS UPGRADES**

Item presented by District Engineer Rick Riedl. He gave a brief explanation on the item. There were questions by the Board that were answered by Mr. Riedl.

On motion by First Vice Chair Pat Lintell and seconded by Second Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District Approved item as presented.

RESULT:	Approved
AYES:	Jerry Blackwelder, Pat Lintell, Jon Wizard
NOES:	None

B. **CONTRACT AMENDMENT WITH E2 CONSULTING ENGINEERS INC. FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY ONE THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS (\$171,927) FOR ENGINEERING DESIGN SUPPORT TO CONSTRUCTION FOR THE LIFT STATIONS UPGRADES**

Item presented by District Engineer Rick Riedl. He gave a brief explanation on the item. Second Vice Chair Wizard requested background information. There was discussion among the Board. The Board had questions for staff that were answered by Mr. Riedl.

On motion by Second Vice Chair Jon Wizard and seconded by First Vice Chair Pat Lintell and passed by the following vote the Seaside County Sanitation District Approved items as presented.

RESULT:	Approved
AYES:	Jerry Blackwelder, Pat Lintell, Jon Wizard
NOES:	None

5. **STAFF REPORTS**

None

6. **BOARD MEMBERS COMMENTS**

None

7. **ADJOURNMENT**

On motion, the meeting was adjourned at 9:52 AM.

Respectfully Submitted,

Lesley E. Milton-Rerig, District Clerk

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Kimberly Drabner, Finance Director

DATE: April 9, 2019

**SUBJECT: APPROVAL OF OCTOBER 2018 - FEBRUARY 2019
EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION
DISTRICT.**

PURPOSE

Approval of expenditures for October 2018 through February 2019 for the Seaside County Sanitation District in the amount of \$828,061.82.

RECOMMENDATION

Approve expenditures for October 2018 through February 2019 . Total expenditures were \$828,061.82.

BACKGROUND

The expenditure report for the period of October 2018 through February of 2019 is attached. The cash balance as of February 28, 2019 was \$7,239,840.95.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. OC18 - FEB19 expenditure spreadsheet
 2. EFT Form - 4-9-2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**Seaside County Sanitation District
Year-to-Date 2018-2019 Expenses
FEBRUARY 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-0001	SALARIES	13,194.01	4,597.87	8,596.14
951-8810-0002	OVERTIME	8.81	-	8.81
951-8810-0006	WORKERS COMPENSATION	-	-	-
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	235.04	-	235.04
951-8810-0012	VACATION\COMP TIME PAYOFF	117.50	-	117.50
951-8810-0016	DEFERRED COMPENSATION	179.76	63.45	116.31
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	-	-	-
951-8810-0031	PERS PENSION	2,707.55	435.78	2,271.77
951-8810-0032	PARS PENSION	940.30	327.79	612.51
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	2,287.66	744.15	1,543.51
951-8810-0051	DENTAL INSURANCE-GUARDIAN	153.04	43.50	109.54
951-8810-0061	VISION INSURANCE	13.90	4.68	9.22
951-8810-0071	LTD	36.62	10.83	25.79
951-8810-0081	LIFE INSURANCE	33.48	9.61	23.87
951-8810-0092	MEDICARE TAX	188.15	64.57	123.58
951-8810-1022	LEGAL SERVICES	1,647.28	(279.20)	1,926.48
951-8810-1025	CITY AUDIT	-	-	-
951-8810-1029	TRAINING AND EDUCATION	849.92	849.92	-
951-8810-1030	CONSULTANT	-	-	-
951-8810-1033	FITNESS PROGRAM	38.88	35.29	3.59
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	2,286.00	-	2,286.00
951-8810-3092	STATIONARY SUPPLIES	-	-	-
951-8810-3095	DEPARTMENT CONSUMABLES	121.27	-	121.27
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	127.00	-	127.00
951-8810-5132	TELEPHONE	1,176.09	409.60	766.49
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	-	-	-
951-8810-9395	VEHICLE MAINTENANCE	-	-	-
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-

**Seaside County Sanitation District
Year-to-Date 2018-2019 Expenses
FEBRUARY 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0001	SALARIES	100,764.98	36,053.24	64,711.74
951-8820-0002	OVERTIME	2,751.00	1,035.43	1,715.57
951-8820-0006	WORKERS COMPENSATION	-	-	-
951-8820-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8820-0016	DEFERRED COMPENSATION	924.19	301.55	622.64
951-8820-0030	PERS PENSION OB BOND	-	-	-
951-8820-0031	PERS PENSION	20,481.28	3,347.05	17,134.23
951-8820-0032	PARS PENSION	124.28	64.41	59.87
951-8820-0033	LIUNA PENSION	2,452.41	865.98	1,586.43
951-8820-0041	MEDICAL INSURANCE	17,443.05	5,588.59	11,854.46
951-8820-0051	DENTAL INSURANCE-GARDIAN	930.06	280.79	649.27
951-8820-0061	VISION INSURANCE	95.91	31.02	64.89
951-8820-0071	LTD	176.65	53.59	123.06
951-8820-0081	LIFE INSURANCE	137.84	39.52	98.32
951-8820-0092	MEDICARE TAX	1,339.07	481.46	857.61
951-8820-1029	TRAINING AND EDUCATION	80.00	80.00	-
951-8820-1030	CONSULTANT	3,070.00	-	3,070.00
951-8820-1033	FITNESS PROGRAM	54.00	20.25	33.75
951-8820-2049	UNIFORM SERVICE / LAUNDRY	1,355.85	484.42	871.43
951-8820-2068	REFUSE DISPOSAL	1,795.21	-	1,795.21
951-8820-2073	SUBCONTRACTED WORK	18,810.70	2,428.47	16,382.23
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	2,896.66	892.09	2,004.57
951-8820-3097	SAFETY EQUIPMENT	323.53	323.53	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	2,035.00	600.00	1,435.00
951-8820-4122	DUES AND MEMBERSHIPS	4,456.00	-	4,456.00
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	6,086.13	831.19	5,254.94
951-8820-5133	WATER	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	415.15	-	415.15
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9602	PRINCIPAL	569.98	284.16	285.82
951-8820-9605	INTEREST EXPENSE	58.93	30.29	28.64
		215,970.12	61,434.87	154,535.25

**Seaside County Sanitation District
Year-to-Date 2018-2019 Expenses
FEBRUARY 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8192	PICKUP TRUCK	169,337.50	-	169,337.50
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	-	-	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	17,497.25	4,748.01	12,749.24
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	5,439.42	5,439.42	-
		192,274.17	10,187.43	182,086.74
953-8820-0016	DEFERRED COMPENSATION	98.08	20.60	77.48
953-8820-0031	PERS PENSION	891.01	89.09	801.92
953-8820-0032	PARS PENSION	340.41	67.41	273.00
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	746.54	161.97	584.57
953-8820-0051	DENTAL INSURANCE	51.77	6.58	45.19
953-8820-0061	VISION INSURANCE	5.81	1.27	4.54
953-8820-0071	LTD	14.07	1.84	12.23
953-8820-0081	LIFE INSURANCE	14.12	1.79	12.33
953-8820-0092	MEDICARE TAX	70.63	13.45	57.18
953-8820-2054	EQUIPMENT REPAIR	(952.50)	-	(952.50)
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	78,398.00	21,007.75	57,390.25
953-8820-9202	ROSITA LIFT STATION UPGRADE	736.57	25.06	711.51
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	-	-	-
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	122,799.50	11,725.27	111,074.23
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	774.99	50.12	724.87
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	85,485.83	3,885.86	81,599.97
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	249,414.52	10,391.46	239,023.06
		538,889.35	47,449.52	491,439.83
954-8810-2090	INSURANCE	49,222.00	49,222.00	-
		49,222.00	49,222.00	-
			951-1009	154,535.25
			952-1009	182,086.74
			953-1009	491,439.83
			954-1009	-
MARCH 2019 DRAWDOWN				828,061.82

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

DEBIT : COUNTY OF MONTEREY
 Account Number : Wells Fargo Bank
 Account Name : Monterey County Treasurer

CREDIT : CITY OF SEASIDE PUBLIC INTEREST CHECKING

Pay to Bank : **RABOBANK**
 1658 FREMONT BLVD., SEASIDE, CA 93955

Account No. 9782713643
 Routing No. 122238420 Amount : \$ **828,061.82**
 Customer Name: CITY OF SEASIDE

AUTHORIZED SIGNATURES: 1
2
3

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

TREASURER : PROCESS TRANSFER, ENTER DATE OF TRANSFER, SIGN FORM AND RETURN TO AUDITOR

AUDITOR		TREASURER	
Hilda Castro			
Deputy Auditor	Date	Deputy Treasurer	Date of Transfer

For Auditor-Controller Office use only

Period <u> </u>	JV Number <u> </u>
Budget Yr. <u> </u>	Date <u> </u>
Total \$ 828,061.82	

DESCRIPTION	AT	FD	BU	ORG	ACCT	REP	CT	DEBIT	CREDIT
Special District Exp.		603			2530				
Cash		603			1001				

Kimberly Drabner, Finance Director / Administrative Services (831) 899-6718; SCSD

Expenses for October 2018 through February 2019.

Prepared By: Hilda Castro Date: _____
 Approved By: _____ Date: _____ Keyed By: _____ Date: _____



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer
Billy Thomas, Junior Engineer

DATE: April 9, 2019

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR JANUARY 2019, FEBRUARY 2019
AND MARCH 2019.**

PURPOSE

Receive Seaside County Sanitation District Operations Report for January 2019, February 2019 and March 2019.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached are the Seaside County Sanitation District Operations Report's and Flush map's for January 2019, February 2019 and March 2019.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

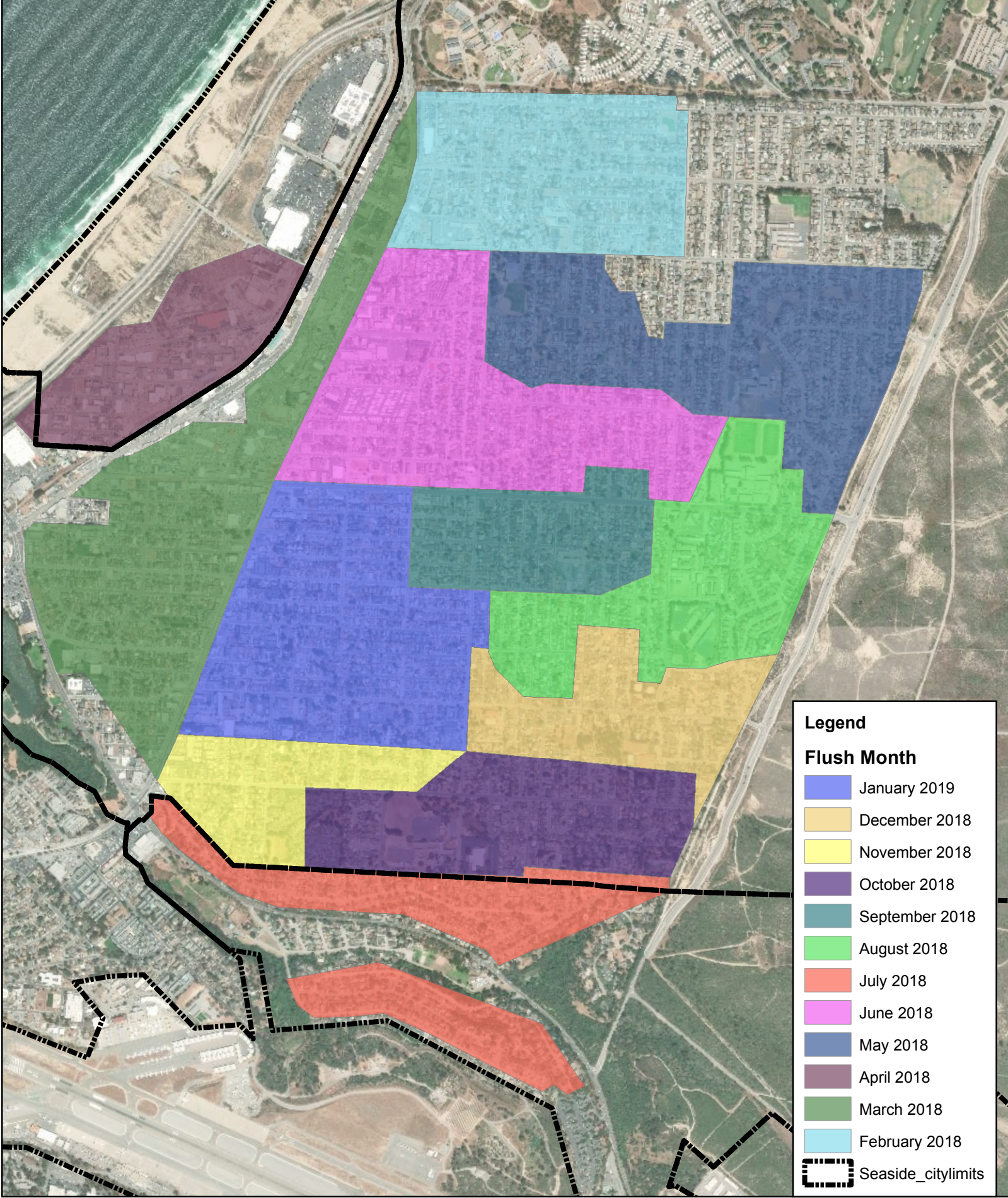
1. Flush Map_January_18-19
 2. Flush Map_February_18-19
 3. Flush Map_March_18-19
-

4. Monthly Sanitation Report January_18-19
 5. Monthly Sanitation Report February_18-19
 6. Monthly Sanitation Report March_18-19
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



Legend

Flush Month

- January 2019
- December 2018
- November 2018
- October 2018
- September 2018
- August 2018
- July 2018
- June 2018
- May 2018
- April 2018
- March 2018
- February 2018

Seaside_citylimits



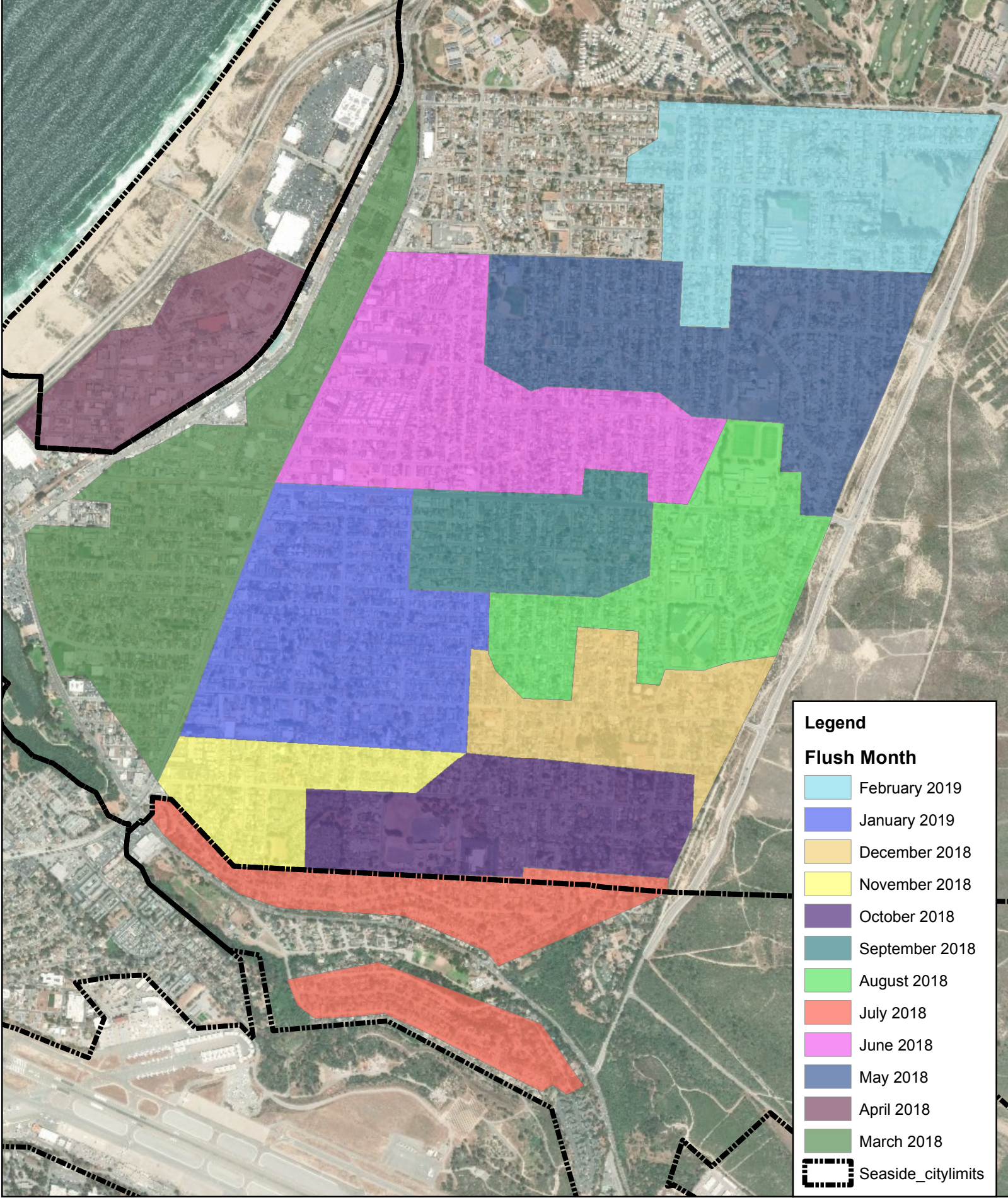
0 1,250 2,500 Feet

Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Packet Page 15 **Exhibit**



Legend

Flush Month

- February 2019
- January 2019
- December 2018
- November 2018
- October 2018
- September 2018
- August 2018
- July 2018
- June 2018
- May 2018
- April 2018
- March 2018

Seaside_citylimits



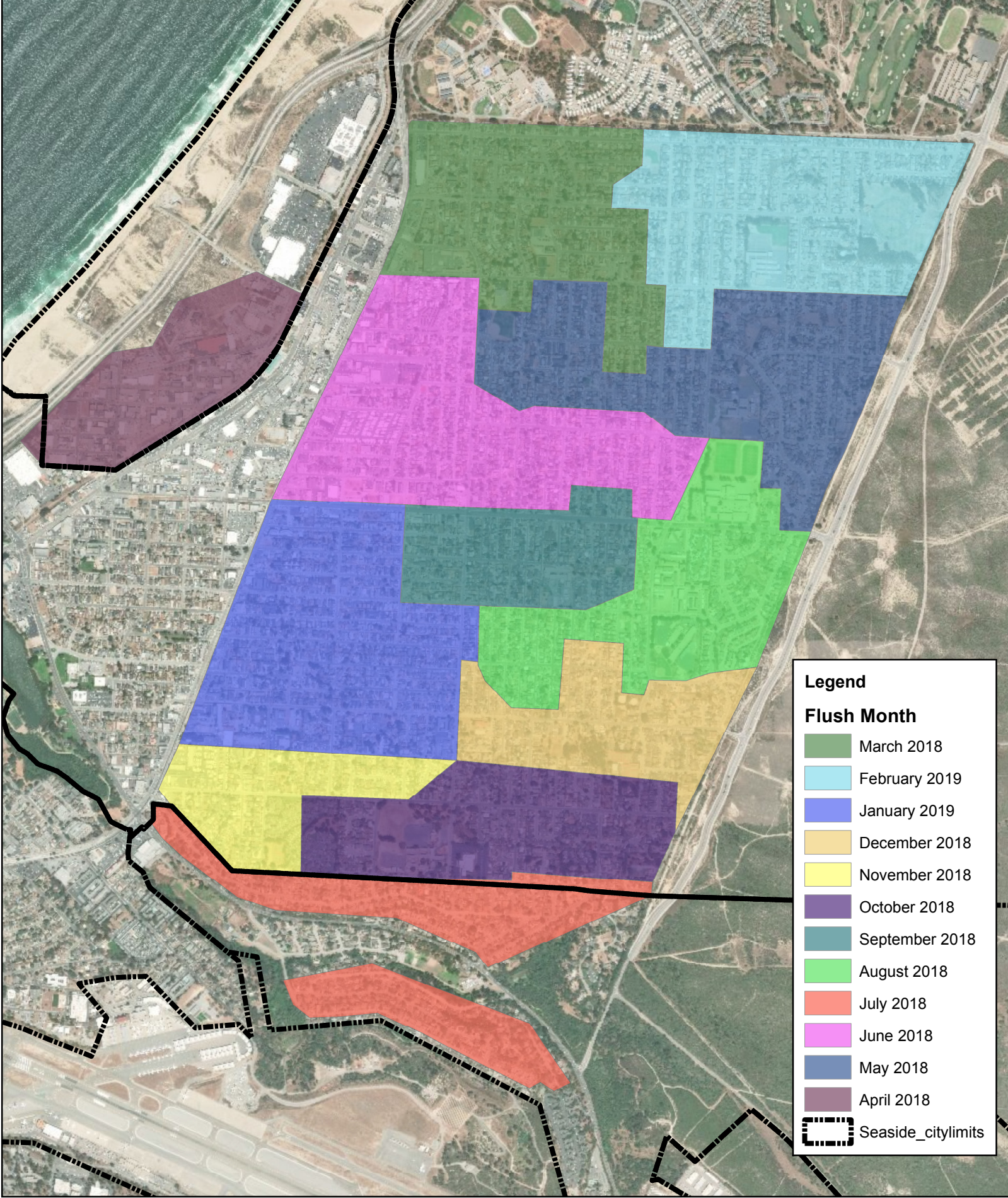
0 1,250 2,500 Feet

Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

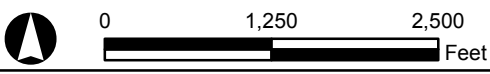
Exhibit
Packet Page 16



Legend

Flush Month

- March 2018
- February 2019
- January 2019
- December 2018
- November 2018
- October 2018
- September 2018
- August 2018
- July 2018
- June 2018
- May 2018
- April 2018
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Seaside County Sanitation District Operations Report

Fiscal Year 2018/2019 Month of January

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded		0		0		0	0	0
Main Line Jetted		0		0	32,149	141,261	32,149	141,261
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)	162	1,218	277	1,662	2,810	19,989	3,249	22,869
Stoppages								
Main Line		1		0		2	0	3
Laterals	1	1		1		7	1	9

Sewer Repairs

None

Sewers Video

None

Stoppage Locations

Del Rey Oaks

54 Los Encinos Dr - Lateral - No Remarks

Sand City

None

Seaside

None

Overflow Locations

Del Rey Oaks

None

Sand City

None

Seaside

None

Seaside County Sanitation District Operations Report

Fiscal Year 2018/2019 Month of February

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded		0		0		0	0	0
Main Line Jetted		0		0	21,027	162,288	21,027	162,288
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	1,480	277	1,939	3,710	23,699	4,249	27,118
Stoppages								
Main Line		1		0		2	0	3
Laterals		1	1	2	3	10	4	13

Sewer Repairs

None

Sewers Video

None

Stoppage Locations

Del Rey Oaks

Sand City

Seaside

1723 Hilton St - Lateral - Unknown
1725 Fremont Blvd - Lateral - Unknown

Overflow Locations

Del Rey Oaks

Sand City

990 Playa Ave - Lateral - rags

Seaside

1630 Judson St - Lateral - Unknown

Seaside County Sanitation District Operations Report

Fiscal Year 2018/2019 Month of March

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded		0		0		0	0	0
Main Line Jetted		0		0	21,789	184,077	21,789	184,077
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	1,742	277	2,216	3,350	27,049	3,889	31,007
Stoppages								
Main Line	1	2		0	2	4	3	6
Laterals		1		2		10	0	13

Sewer Repairs
None

Sewers Video
None

Stoppage Locations

Del Rey Oaks

Sand City

Seaside

1281 Vallejo - Mainline - Roots

Overflow Locations

Del Rey Oaks

810 Canyon Del Rey - Mainline - Debris

Sand City

Seaside

1427 Kimball Ave - Mainline - Roots



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard R

DATE: April 9, 2019

SUBJECT: ALLOCATING FUNDS TO THE SANITARY SEWER MANAGEMENT PLAN UPDATE AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAUSEY CONSULTING FOR THE 2019 AUDIT OF THE SANITARY SEWER MANAGEMENT PLAN FOR AN AMOUNT NOT TO EXCEED \$18,450.00

PURPOSE

The purpose of this item is for the District Board to consider approving a resolution allocating funds to the Sanitary Sewer Management Plan Update (SSMP) and authorizing a professional services agreement with Causey Consulting to perform the 2019 audit of the Seaside County Sanitation District (SCSD) SSMP.

ENVIRONMENTAL COMPLIANCE

The project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance Title 14 of the California Code of Regulations, Chapter 3, Article 10, Section 15378 "Project" (b) (2) as it is not defined as a project, as it is an administrative maintenance activity and will have no significant effect on the environment.

RECOMMENDATION

It is recommended that the District Board adopt a resolution approving a professional services agreement to Causey Consulting to provide professional services for the 2019 audit of the SSMP for an amount not to exceed \$18,450; authorize the District Manager to execute the agreement; and authorize the District Finance Director to make the necessary budget adjustments.

BACKGROUND

In 2006 the State Water Resources Control Board (SWRCB) adopted Order No. 2006-0003-DWQ, "General Waste Discharge Requirements (GWDR) for Sanitary Sewer Systems." The GWDR was amended by the Executive Director of the SWRCB in 2008 by WQ 2008-0002-EXEC. These Orders (herein referred to SSSWDR Orders) require agencies that own or operate collection systems greater than one mile in length to prepare a SSMP and every two years audit their SSMP. The SSMP was last audited in August of 2017 so an audit of the SSMP is required this year.

A request for proposals (RFP) was advertised on January 31, 2019 for professional services for auditing of the SSMP. Notification Inviting Proposals was distributed to five consultants and documents posted to the City of Seaside Website. One proposal was received on the closing date of February 22, 2019. Staff evaluated the proposal and found the consultant to be qualified to perform the proposed scope of work.

It is recommended that the District Board adopt a resolution approving a professional services agreement to Causey Consulting to provide professional services for the 2019 audit of the SSMP for an amount not to exceed \$18,450; authorizing the District Manager to execute the agreement; and authorize the District Finance Director to make the necessary budget adjustments.

FISCAL IMPACT

The adopted fiscal year 2018/19 Budget included \$10,000 for the Sewer System Management Plan (952-8820-8194) and \$14,000 for the Sewer Master Plan: \$7,000 in Amend Master Plan (953-8820-9195) and \$7,000 in Sewer Master Plan (953-8820-9216). It is recommended that the FY2018/19 Seaside County Sanitation District budget be amended to decrease appropriations by \$4,225 from Amend Master Plan (953-8820-9195), decrease appropriations by \$4,225 from Sewer Master Plan (953-8820-9216), and increase appropriations by \$8,450 in Sewer System Management Plan (952-8820-8194). This will provide sufficient funding for the agreement with no net overall impact on the FY2018/19 budget.

ATTACHMENTS

1. Professional Services Agreement
2. Resolution SSMP Audit Award

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**SEASIDE COUNTY SANITATION DISTRICT
PROFESSIONAL SERVICE AGREEMENT
FOR THE 2019 SANITARY SEWER MANAGEMENT PLAN Audit**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____ between the ("AGENCY") Seaside County Sanitation District, a municipal corporation and Causey Consulting, a sole proprietorship, ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the date of effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2019 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. 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.

IV. AGENCY MANAGEMENT

Agency's District Engineer shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including

the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's District Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed eighteen thousand four hundred fifty dollars (\$18,450.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY 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 AGENCY 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 AGENCY 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 AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. 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, AGENCY 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 causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee 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 or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY 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.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY 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 AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies 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 AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

CONSULTANT agrees it shall immediately defend, indemnify, and hold harmless, at CONSULTANT'S sole cost and expense, the AGENCY and its employees, officers, contractors, and agents ("the Agency Indemnitees") from and against any claim, action, or judicial or administrative proceeding whatsoever brought

against the AGENCY Indemnitees, or any of them arising out of or in connection with CONSULTANT's performance (or lack of performance) of its duties pursuant to the provisions of this Agreement. CONSULTANT shall further pay all losses, liabilities, damages, penalties, costs, awards, interest, judgements, fees (including reasonable attorney's fees) and expenses arising from any such claim, action, or judicial or administrative proceeding whatsoever except for the portion of such loss or damage determined to be solely caused by the gross negligence of willful misconduct of the Agency Indemnitees. It is expressly understood and agreed that the foregoing provision are intended to be as broad and inclusive as permitted by the law of the State of California. In addition, CONSULTANT represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that CONSULTANT will not assert a position contrary to such representation in any judicial or administrative proceeding.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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 AGENCY 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 AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT,

AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY 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 AGENCY has or 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 AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, 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.

XV. 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 AGENCY's prior written

authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, 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 AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

C. NOT USED

XVI. NOTICES

Any notices 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 AGENCY: City of Seaside
 440 Harcourt Ave
 Seaside, CA 93955
 Attention: City Clerk

To CONSULTANT: Causey Consulting
 733 Cree Court
 Walnut Creek, CA 94598

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, Paul H. Causey, P.E shall be the Project Manager and the Engineer of Record for the services described in this AGREEMENT. Paul Causey may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of Paul Causey from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY 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 municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. 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, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. WORK SCHEDULED / TIME OF COMPLETION

CONSULTANT shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "B" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this

AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXIII. 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.

XXIV. MISCELANEOUS

A. "ATTORNEY'S FEES"

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, attorney's fees shall be awarded to the prevailing party.

B. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

C. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

D. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction."

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

CONSULTANT: Causey Consulting

By: Paul H Causey, P.E. Date: 3/23/19
Paul Causey, P.E.,

Seaside County Sanitation District
A Municipal Corporation

Craig Malin, District Manager Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal, dated February 22, 2019
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal

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EXHIBIT A

SCOPE OF WORK

Scope of work includes professional services to complete an independent Audit of the Seaside County Sanitation District's Sewer System Management Plan (SSMP). Work shall include facilitating meetings, data gathering and review, and conducting staff interviews. In addition, Consultant will assist with preparation of Notices for public hearings.

Deliverables to be provided to the District are a Final Report summarizing the findings, and providing recommendations for the program's improvements.

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EXHIBIT B



Causey Consulting
733 Cree Court
Walnut Creek, CA 94598
925-323-6520
causeywc@comcast.net
February 22, 2019

Mr. Scott Ottmar, P.E.
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

Submitted Electronically

Subject: Seaside County Sanitation District
Proposal for Sewer System Management Plan Audit Services

Dear Mr. Ottmar:

Causey Consulting is please to submit the attached proposal to assist the Seaside County Sanitation District (District) with the biennial audit of the Districts September 9, 2014, Revision 2 Sewer System Management Plan (SSMP) prepared by Wallace Group. We propose to do the work on a time and materials basis to a maximum compensation limit as stated in the Audit Services spreadsheet separately submitted. The project scope includes all work through presentation of a final sealed copy of the audit report. We will bill the City monthly during our estimated three to four month project completion timeline. This assumes timely City response and submittal of comments to requested documents and draft work products.

The District Request for proposals has required that certain background information and experience be provided and is attached as follows:

1. Name of proposer, key contact and office location.

All work will be conducted by Causey Consulting and Paul H. Causey will serve as the key contact for the District. The work will be conducted from the following office location:

733 Cree Court
Walnut Creek, Ca 94598
925-323-6520
causeywc@comcast.net

2. Description and history of the firm and principal.

Mr. Causey is currently completing his 49th year working with and for municipal and special district agencies in the water and wastewater sector. After serving at all levels of municipal public works, he spent 20 plus years as a special wastewater district general manager/district engineer for both sanitary and sanitation districts for small and medium wastewater agencies in the Bay Area. In 2005, he retired from government employment and opened Causey Consulting specializing in sanitary sewer collection system management, administration , operations, maintenance, litigation support and regulatory compliance. He has contracted since then with over 90 municipal, special district, county and federal agency clients providing a broad range of services for sewer systems. He has completed approximately 40

EXHIBIT B



*Causey Consulting
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causeywc@comcast.net
February 22, 2019*

SSMP documents or document revisions, approximately 35 SSMP audits and gap analyses and participated in collection system litigation as an expert witness.

In addition, he has been directly involved with the State of California since before 2006 adoption of the Waste Discharge Regulations(WDR) and is currently chairing a joint professional association effort to recommend changes and modifications to the WDR regulations. He has been a frequent lecturer at the Bay Area Annual Sewer Summit on SSMP preparation and compliance and audit conformance and is currently conducting one-day SSMP Audit Workshops across California to assist agencies in complying with the WDR audit requirements.

Finally, Mr. Causey is currently serving as a publicly elected member of the Central Contra Costa Sanitary District Board of Directors since 2012. He is also very active with several professional associations and especially the BACWA Collections System Committee and the California Association of Sanitation Agencies Collection Systems Workgroup.

3. Description of the team

100% of the work will be conducted and completed by Paul H. Causey. Attached below please find a current resume.

4. Description of services and activities to be provided.

Causey Consulting will review and evaluate conformance of the District SSMP and sanitary sewer program with the 2006 and 2013 State Waste Discharge and Monitoring and Report Program regulations. The audit will include review of the full 2014 SSMP with appendices and associated references. In addition, a review and updating of the State CIWQS data base performance history for the District will be used to assist in the evaluation of the effectiveness of the implementation of the sanitary sewer program and the Overflow Emergency Response Plan. The work will begin with a document request to the District, followed by preparation of a draft Audit Checklist utilizing the current Element ranking system in the SSMP. This draft will to be used during the interviews and evaluations of District activities since the 2017 Audit. In addition, we will evaluate the status of the recommendation included in the 2017 Audit Report. Prior to the field interview process, we propose to have the State Field Inspection Questionnaire completed by the field crews and pump station personnel to initiate the understanding of their knowledge and understanding of the regulations and the District overall sanitary sewer programs.

Interviews will be conducted with the six individuals and groups identified in the RFP. In addition, we propose to also interview representatives responsible for the FOG program at the One Water regional treatment plant and the pump station personnel from One Water responsible for pump station maintenance and operations for a complete understanding of the full implementation of the sanitary sewer program.

EXHIBIT B



Causey Consulting
733 Cree Court
Walnut Creek, CA 94598
925-323-6520
causeywc@comcast.net
February 22, 2019

Once all interviews are completed, the Audit Checklist will be finalized and a draft Audit Report will be prepared utilizing Causey Consulting's typical Audit Report format or using the SSMP formatted document. We believe that the Causey Consulting Audit Report Format will be more streamlined than the current format contained in the SSMP. The Causey Report will be submitted to District staff for review and comment and a subsequent meeting will be held to receive all changes to the draft and to plan for the presentation of the final audit report and findings to the District Board.

Once the final Audit Report is acceptable, a short PowerPoint presentation will be prepared for the Board consideration and acceptance at a District meeting. Once approved the final document will be sealed by Causey Consulting and certified by the District Legally Responsible Official (LRO). The District shall be responsible for compliance with all reporting regulations required by the WDR and MRP and placement of the approved and certified Audit Report on the District webpage.

We anticipate that the Audit Report will be available by the August 2019 deadline for consideration by the District Board. All documents to be provided will be submitted electronically and the District shall be responsible for distribution to staff for review and comment.

Proposed Submittals:

- SSMP Document Request
- Meeting agendas and summary notes (3 meetings)
- Seaside specific State Employee Questionnaire
- Draft and final Audit Checklist
- Draft and Final SSMP Audit Report including documents reviewed and updated performance results.
- Final sealed hard copy of the approved Audit Report
- Monthly invoices

Completion Schedule: Three to Four months from a notice to proceed.

5. Standard Contract Provisions

All terms of the District agreement are currently acceptable with the exception of the requirement for workers compensation insurance. As a sole proprietor Causey Consulting is not required to carry workers comp insurance.

6. Causey Consulting Professional references

EXHIBIT B



*Causey Consulting
733 Cree Court
Walnut Creek, CA 94598
925-323-6520
causeywc@comcast.net
February 22, 2019*

City of Morgan Hill contact Dan Repp 408-310-4166

City of Fairfield contact Peter Peirce or George Shimboff 707-428-7415 or 707-428-7054

City of Oakland contact Jason Mitchell or Tyree Jackson 510-238-4470 or

Santa Cruz County Sanitation District contact Beatrice Barranco 831-454-2160

7. Fee and billing Schedule – separately provided with the Cost Proposal submittal.

Please review the proposal and let us know if you have any questions or comments or require additional supporting information to properly evaluate our proposed work effort for the SSMP audit. You can reach me by phone at 925-323-6520 or by email at causeywc@comcast.net. We appreciate the opportunity to provide our assistance and broad experience to the Seaside County Sanitation District and we look forward to your positive response to the attached proposal. Finally please be advised that we are not available if an interview is required on February 26th and 27th as we are conducting training at the Santa Cruz County Sanitation District.

Very truly yours,

Paul H. Causey, P.E.
Causey Consulting

Attachments: Resume of Paul H. Causey

EXHIBIT B



*Causey Consulting
733 Cree Court
Walnut Creek, CA 94598
925-323-6520
causeywc@comcast.net
February 22, 2019*

PAUL HERBERT CAUSEY

**733 CREE COURT
WALNUT CREEK, CA 94598**

**(925) 932-5032 (Fax)
(925) 323-6520 (office)
causeywc@comcast.net**

EDUCATION University of California, Berkeley
M.S. - Civil Engineering – 1973

University of Santa Clara
B.S. - Mechanical Engineering - 1970

REGISTRATION Civil Engineer – California #27750
Former Certified RAM-W Instructor – Small and Medium Water Sys
QualServe Peer Reviewer – Glendale AZ; Port St Lucie, FL;
Peterborough, ON
PACP Certified Previously

ELECTED POSITIONS: Board Member, Central Contra Costa Sanitary District – 2013 to present

Causey Consulting, Management Consultant – January 2005 to Present

Currently providing management consulting and expert witness services to public and private wastewater organizations on issues such as organizational development, regulatory compliance, financing and rates, management issues such as staffing, asset management, organizational evaluations including both consolidation and withdrawal of organizational operations, staffing evaluations, capital planning and programming and interagency cooperation and performance measurement standards. Also providing audits of collection system reporting of sanitary sewer overflows and audits of conformance of Sanitary Sewer Management Plans (SSMP) with State waste discharge regulations (WDRs) and complete revisions of the SSMPs. Currently lecturing on SSMP audits and conducting training on SSMP regulatory compliance and emergency response techniques to agencies and professional organizations.

Current projects include management support and SSMP updates for the Port of Oakland sewer collection system; sewer system management plan revisions for Antioch, Belmont, Laguna Beach, Palmdale, San Bruno and Sebastopol, CA; management support of a collection system Utilities Division for the City of Palmdale, CA for 400 miles of collection systems; management and technical analysis for withdrawal from the Los Angeles County Consolidated Sewer Maintenance District and establishment of a City collection system utility division for the City of Santa Clarita, CA for 450 miles of sanitary sewers; past administrator of the Bay Area Clean Water Agencies Bay Area Sewer Service Charge

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February 22, 2019

Survey; expert witness for litigation in dry cleaner discharge cases and wastewater overflow for the Cities of Oroville, Watsonville and Fairfield; collection system management and staff support services for the City of Palo Alto, CA.

Past projects have included expert witness support for litigation in a solid waste rate case in Alameda County; collection system dry cleaner discharge cases in Santa Cruz and Sonoma County and a sanitary sewer overflow case in Oroville, CA; participation in several construction accident related litigations while at Oro Loma and Delta Diablo; management facilitation to seven satellite collection system agencies to the East Bay Municipal Utility District in response to litigation with the EPA and Baykeeper detailed in a consent decree regarding collection system maintenance and management; consolidation support services to the Marin County Local Agency Formation Commission Executive Officer for a seven agency regional collection and treatment system program considering system consolidation; feasibility analysis for maintenance of street lighting systems and collection system operations, maintenance and withdrawal of 1200 miles of collection system sanitary sewers from the Los Angeles County Consolidated Sewer Maintenance District; assistance with the development of a recycled water program for an energy generation project in the California Central Valley; development and presentation of a capital and strategic planning training program for NAFTA agencies; training for federally mandated security evaluations and programs for water agencies; presentations and training on the concepts and implementation steps for utility wide asset management programs leading to sustainable infrastructure.

Clients in the last ten years have included the Cities of Glendale, Arizona, Palo Alto, Lancaster, Palmdale, Burlingame, Concord, El Centro, Santa Clarita, Brentwood, Sebastopol, Antioch, Livermore, Manteca, Morgan Hill, San Bruno, Belmont, Laguna Beach, Millbrae, Woodside all in California; the Selma Kingsburg Fowler County Sanitation District, the Tiburon Sanitary District, the Ross Valley Sanitary District in Marin County California, Santa Margarita Water District, Jurupa Community Services District, Carmel Area Wastewater District, Goleta Sanitary District, Castle Rock County Water District, the Water Environment Federation, the American Water Works Association, the North American Development Bank, the Bay Area Clean Water Agencies, the East Bay Collection System Advisory Committee (seven (7) separate collection system agencies) and the National Asset Management Steering Council.

Sanitary District #1 of Marin County – December 2006 to December 2007 (Part Time)

Served as interim District Manager for the Ross Valley Sanitary District responsible for collection system operations and maintenance and capital planning for 195 miles of

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pipelines and 20 pump stations for a population of 45,000 people. Services involved Board administration, capital planning and implementation of requirements for the new Waste Discharge Regulations including a Sewer System Management Plan, Sewer Master Plan, Capital Financing Plan and evaluation of District sewer rates and charges. Worked with the Board and sister agency Central Marin Sanitation Agency on evaluations and studies related to consolidation of the CSMD agencies. These evaluations did not result in decisions to move forward with the consolidation. Worked closely with the Board on challenges associated with the remediation and sale of the old District treatment plant site involving regulatory agencies, private developers and the planning departments of the agencies within the District boundaries.

Sanitary District #5 of Marin County - July 2003 to January 2005 (Part Time)

Served as the part time District Manager for a small sanitary district (9 employees) providing wastewater collection, treatment and disposal services to a portion of the Tiburon peninsula (3,300 connections) and wastewater treatment to the City of Belvedere. The District had an annual operating budget of \$1,700,000 and annual capital expenditures of \$447,000, seven employees; two treatment plants and 19 miles of collection system infrastructure and 9 pump stations. Actively participated in a County wide evaluation of sewerage services by LAFCO to determine if alternative methods of service delivery or agency consolidation could provide enhanced customer service deliver for the Southern Marin County area. Initiated and completed the political approval process for the annexation of the City of Belvedere wastewater collection system to the Sanitary District that occurred on July 1, 2005.

Delta Diablo Sanitation District - April 1993 to January 2004

As General Manager/District Engineer I was responsible for the administration and technical direction to a California Special Sanitation District governed by a three (3) appointed member Board of Directors providing regional wastewater treatment, disposal, recycled water for power plant cooling and collection system maintenance (Bay Point only) for the service area of 160,000 persons in the cities of Pittsburg and Antioch and the unincorporated area of Bay Point. I was also directly responsible for coordination and regulatory compliance for all recycled water and wastewater operations with two California Regional Water Quality Control Boards regulating District operations. Finally, I served as the District Engineer for the Discovery Bay utility operations overseen by the Discovery Bay Municipal Advisory Council and the Central Valley Regional Water Quality Control Board. This agency was responsible for all collection, treatment and disposal of wastewater from the service area. Facilities included 49 miles of collection system in Bay

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Point area, two pump stations, a 20 MGD secondary treatment plant, a 14 MGD recycled water treatment plant and a household hazardous waste facility.

The budget for DDSD included a \$22.4 million annual operations and maintenance and capital budget. It further included a five-year cash funded capital improvement program ranging from \$30 million to \$50 million. The General Manager/District Engineer was active in the County and in the local community on activities related to long term regional water supply planning and development (Chair, East County Water Management Association), regional wastewater disposal regulation development, District interaction with two Municipal Advisory Councils in the east county area, Local Agency Formation Commission responsibilities with special districts and was directly involved in all phases of the development and siting of two new power plant projects in Pittsburg, CA providing tertiary treated water for power plant cooling.

The recycled water program utilizes up to 85% of the District secondary wastewater. The program required the negotiations, design and implementation of long-term agreements, treatment facilities and pipelines and arrangements with private power developers, the City of Pittsburg and the Contra Costa Water District, regional regulatory wastewater and health department organizations, environmental groups and the California Energy Commission. All of the issues surrounding this program resulted in new and non-traditional solutions over 2 and ½ years by and with many public and private parties and several sets of owners and developers. This program and project has won national and statewide acclaim for both its innovation and extremely short timeline for its implementation, construction and completion.

Oro Loma Sanitary District - December 1985 to March 1993

As General Manager was responsible for the operation of a California Special Sanitary District handling sewage collection, treatment and disposal and solid waste franchising for collection, transfer and disposal for a service area of 100,000 people encompassing two cities and the unincorporated County area between the cities. The General Manager reported to a five member locally elected Board of Directors and coordinated a staff of 60 persons, an annual budget of \$8.9 million and a five year capital improvement program of approximately \$44 million. Wastewater services included the operation and maintenance of approximately 275 miles of sanitary sewer collection system and a 20 mgd secondary treatment facility.

Direct responsibilities include Board administration and implementation of Board policies, human resource department coordination, solid waste program coordination, preparation of all rate and connection fee reviews and evaluations, interagency coordination including

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substantial involvement with the California Regional Water Quality Control Board, San Francisco Bay, the Alameda County Waste Management Authority and its various committees, State legislative process involvement, served as chairman of the Alameda County Joint Refuse Rate Review Committee, Treasurer of both the Oro Loma Sanitary District and the California Sanitation Risk Management Authority, preparation and administration of the annual District budget including the five year Capital Improvement Program and Renewal and Replacement Program, serving as the District's Public Information Officer, negotiation and administration of major District contracts for sewage treatment and solid waste programs including land acquisition and wetland mitigation, and review and approval of all engineering plans, specifications and contracts for District projects.

Barrett, Harris and Associates - October 1984 to December 1985 - Northern California Regional Manager

As the Northern California Regional Manager, was responsible for the operation of a 12 to 15-person office with annual revenues of \$750,000. Directly responsible to the President of the Company for personnel administration, project and office budgeting, client and sub-consultant contract negotiations, new business development and project management including manpower estimates, product reviews and billing, maintaining close coordination with the corporate office on procedures and policies, and managing all functions of a full service civil engineering office specializing in water, wastewater and general civil engineering projects. Also served as the District Engineer for the Los Trancos County Water District.

City of Milpitas - May 1977 - November 1984 - Assistant City Engineer - July 1979 to Nov 1984

Responsibilities included the administration and coordination of the utility, capital improvement program design, traffic and public works inspection sections of the Engineering Division. Directly responsible to the City Manager for administration of the City's agreement with the Cities of San Jose and Santa Clara for sewage treatment and for the operation and budgeting of the Milpitas Sanitary District and City of Milpitas sewer enterprise fund as well as the water supply contract with the San Francisco Water Department and the Bay Area Water Users Association.

Specific duties included all water and wastewater master planning, annual preparation of water and wastewater studies, rates and charges, coordination of the annual utility enterprise funds, preparation of difficult water and wastewater studies, negotiation of long-term water supply and wastewater treatment agreements, preparation of the annual

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division budget and the annual five year capital improvement budget, coordination of water quality requirements, backflow, industrial waste and cathodic protection programs, assisted maintenance personnel with water and collection system problems, administration of all utility related fees, project administration and negotiation of consultant studies and design engineering projects, City representative to other public agencies (i.e., San Jose/Santa Clara Technical Advisory Committee, Bay Area Water Users, Santa Clara Valley Retail Water Users) and the City Council, and development of a computer based Citywide utility billing and information system. Spent one year on a special project designing, implementing and bring on line a Citywide Utility Billing and Information System (UBIS) including design of software, development of operating parameters and operating manuals for the entire system.

City of Milpitas - Associate Civil Engineer - May 1977 to November 1984

Assistant City Engineer - July 1979 to November 1984

Responsibilities included the administration, management and coordination of the utility, capital improvement program, traffic and public works inspection sections of the Engineering Division composed of 13 to 17 persons during a time of rapid public and private development. Directly responsible to the City Manager for administration of the City's agreement with the Cities of San Jose and Santa Clara for sewage treatment and for the operation and budgeting of the Milpitas Sanitary District and City of Milpitas sewer enterprise fund. Represented the City on the Bay Area Water Users Association regarding water supply activities with the San Francisco Water Department including support for litigation regarding suburban users water rates and charges by the Water department.

Associate Civil Engineer - May 1977 to June 1979

Responsible for the administration, management and operation of the Planning and Administration Section of the Public Works Department. Duties included all utility master planning for water and sewer collections operations, traffic engineering and surveying for a rapidly expanding infrastructure and service area.

City of Pittsburg - September 1974 to May 1977 - Assistant Civil Engineer

City of Millbrae - March 1971 to August 1974 - Junior Civil Engineer, Engineer Aide

HONORS

Association of Metropolitan Sewerage Agencies
2001 Presidents Award for Asset Management Work

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ACTIVITIES

National Asset Management Steering Council, Secretary, 2006

Edit Assistance – Best Management Practices for Sanitary Sewer
Overflow Reduction Strategies, December 2009

Chair, Statewide Committee to Prepare a Guidance Manual for the
Development and Updating of Sewer System Management Plans 2014
- 2015

Lecturer, 2015 Sewer Summit, Development and Auditing of Sewer System
Management Plans

Lecturer, BACWA 2014 Sewer Summit, SSMP Audit Requirements

Association of Metropolitan Sewerage Agencies
Chair Reinventing Government Committee
Chair Asset Management Workgroup
Review Editor of Managing Public Infrastructure Assets Manual

Certified Vulnerability Assessment Trainer for Small and Medium
Sized Water Utilities (RAM-W), American Water Works Association

Curriculum Author, Lecturer – Capital Improvement Planning
North American Development Bank, Leadership Institute 2003

California Association of Sanitation Agencies
Association Secretary-Treasurer
Chair, Manager's Committee
Legislation and Membership Committees
Chair Collection System Workgroup

East County Water Management Association
Chair, Contra Costa County 11 Agency Joint Water Supply Planning

California Sanitation Risk Management Association
President, Vice President, Treasurer

Alameda County Joint Refuse Rate Review Committee
Chairman, 1987 - 1993 (11 Agencies Solid Waste Rate Evaluation Comm)

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Agencies

Water Environment Federation (WEF)
WEFTEC Program Committee, past Chair, past Chair Mgmt Symposium
Past Chair, Utility Management Committee
Financing and Charges Technical Practice Committee, Chapter Author
AWWA/WEF Joint Management Conference, Chair
Presenter, WEFTEC Conference on Asset Management and Collection System
Operations
Government Affairs Committee

American Water Works Association
Curriculum Author, Capital Improvement Planning Seminar, NAFTA

Backflow Problems Committee

Castle Rock Field Restoration Project (City of Walnut Creek)
Project Coordinator for Non-Profit Group - \$1.5M reconstruction

Milpitas Employees Association Chief Negotiator,
New Employee Orientation Committee Chairman

St John Vianney Catholic Church 1993 - Present
Lector, Eucharistic Minister
Chair, Church Facilities Maintenance Group 2006 to present
Chair, Church Long Range Planning Committee 2012 to 2016
Chair, Leadership Council 2014-15

EXHIBIT B

Seaside County Sanitation District Sewer System Management Audit Services Causey Consulting February 2019

Proposal Cost

Task	Task Description	Professional Hours \$200/hr	Professional Fee \$200/hr	Misc Expenses	Total Cost
1	Facilitate Meetings (estimate 2 meetings with staff)				
	Coordinate/prepare meeting agenda	4	800		
	Attend meetings	6	1,200		
	Prepare summary notes from meetings	4	800		
	Task Subtotal	14	2,800		2,800.00
2	Data Gathering/Review/Assessment				
	Review 2014 SSMP/Prepare document request	4	800		
	Review documents provided	8	1,600		
	Prepare historical SSO performance from CIWQS	6	1,200		
	Prepare Audit checklist	4	800		
	Update and submit District Inspection Questionnaire for administration by District management.	4	800		
	Task Subtotal	26	5,200		\$ 5,200.00
3	Conduct staff interviews (6 - 9 each)				
	Conduct staff interviews (6 each)	8	1,600		
	Conduct FOG program personnel	2	400		
	Conduct interview with legal counsel	1	200		
	Conduct interviews of pump station operators at Monterey One Water	2	400		
	Review 2017 Audit Report and recommendations	4	800		
	Task Subtotal	17	\$ 3,400		\$ 3,400
4	Prepare Audit Report				
	Prepare draft of Audit Report	8	1600		
	Provide draft to District for review/ comment	1	200		
	Meet with District staff to receive comments and plan for Board meeting.	4	800		
	Receive and review District comments	2	400		
	Finalize and transmit to District	4	800		
	Review/comment on Board agenda summary	1	200		
	Task Subtotal	20	\$ 4,000		\$ 4,000
5	Presentation of Audit Report				
	Coordinate schedule for Board presentation	1	200		
	Prepare short Powerpoint Presentation	4	800		
	Present Audit Report to Board	2	400		
	Task Subtotal	7	\$ 1,400		

EXHIBIT B
Seaside County Sanitation District
Sewer System Management Audit Services
Causey Consulting
February 2019

Proposal Cost

Task	Task Description	Professional Hours \$200/hr	Professional Fee \$200/hr	Misc Expenses	Total Cost
6	Project Administration				
	Contract Management	4	800		
	Invoicing (4 each)	2	400		
	Task Subtotal	6	\$ 1,200		\$ 1,200
7	Miscellaneous Expenses				
	Travel to/from District (3 trips @ \$100/hr)			1,200	
	Mileage (250 miles round trip, 3 trips, \$0.545/mile)			425	
	Miscellaneous expenses at cost			50	
	Hotel (one trip) and meals			175	
	Total Miscellaneous Expenses			\$ 1,850	\$ 1,850
	Total SSMP Audit Project				\$ 18,450

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733 Cree Court
Walnut Creek, CA 94598

2093 Billing Fee Schedule
January 1, 2093 to December 31, 2019

Fees for Professional Services:

Professional and Management Services.....	\$200.00/hour
Travel Time.....	\$100.00/hour
Pre-trial Expenses – review of records, review of depositions, opinions.....	\$275.00/hour
Trial and Trial Preparation, Depositions.....	\$350.00/hour

Direct Expenses:

Mileage, actual.....	\$0.545/mile
All other expenses.....	actual cost

Direct Expenses Include:

- ❖ Sub-consultants
- ❖ Travel (portal to portal), meals, lodging
- ❖ Long distance telephone and fax
- ❖ Messenger services and mailing costs
- ❖ Photocopying
- ❖ Printing and report binding
- ❖ Postage
- ❖ Special statistical analysis
- ❖ Outside computer services
- ❖ Graphic design and photography

The above rates are in effect until December 31, 2019 at which time they will be subject to change.

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance.

Not Applicable.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability,

automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary / noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY

will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. 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 AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements 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 consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY 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 AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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**SEASIDE COUNTY SANITATION DISTRICT
RESOURCE MANAGEMENT SERVICES**

**REQUEST FOR PROPOSAL (RFP)
TO
2019 AUDIT OF THE SEWER SYSTEM MANAGEMENT PLAN
Released January 31, 2018**

This request for proposals contains the following sections;

Section	Page
I. INTRODUCTION AND BACKGROUND	1
II. SCOPE OF WORK.....	2
III. PROPOSAL REQUIREMENTS.....	2
V. PROCEDURES FOR SUBMISSION.....	3
VI. REVIEW AND SELECTION PROCESS	4
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XVII. ADDITIONAL TERMS AND CONDITIONS	8
XVIII. ATTACHMENTS.....	8

I. INTRODUCTION AND BACKGROUND

The Seaside County Sanitation District (SCSD) is soliciting proposals from qualified consulting firms to perform an internal audit on the SCSD Sewer System Management Plan (SSMP). In accordance with the Regional and State Water Discharge Requirements (WDR), the SSMP identifies the policies and procedures utilized by the SCSD in managing, operating, and maintaining the sewer system facilities. The selected consultant shall perform the tasks specified in the "Scope of Work" section of this Request for Proposals (RFP). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the work and the suggestions should be incorporated into the proposal.

SCSD is located on the Monterey Peninsula and serves the Cities of Seaside, Sand City, and Del Rey Oaks. The SCSD collection system serves an area close to 2,400 acres and an approximate population of 36,000. The system incorporates roughly 70 miles of pipeline and four lift stations. SCSD contracts with the Monterey One Water (M1W) for maintenance and operation of the four lift stations and the sewage treatment facility.

II. SCOPE OF WORK

Consultants wishing to be considered for selection by the SCSD must agree to provide the services to complete an independent Audit of the SCSD's existing SSMP. Scope of Work shall include tasks, specific requirements and services to include, but not limited to, the following;

1. Facilitate Meetings – Consultant shall facilitate a kick-off meeting with SCSD staff to discuss the process, the intent, and what the SCSD staff should expect from the audit procedures. In addition, Consultant shall schedule and facilitate any additional meetings necessary to perform the required scope of work.
2. Data Gathering / Review / Assessment – Consultant shall review the existing SSMP (Attachment 1) and evaluate the level of conformance to the WDR. Consultant shall gather data and documentation pertinent to the assessment of the SSMP, and shall provide all sources of documentation to the SCSD in the final report.
3. Conduct Staff Interviews – Consultant shall interview SCSD staff to assess the abilities, understanding, and standard practices of the individuals, and how their activities and understanding conforms with the procedures identified in the SSMP. Consultant shall plan on interviewing the following SCSD staff;
 - District Manager
 - District Engineer
 - Senior Civil Engineer
 - Maintenance and Utilities Superintendent
 - Utility Field Supervisor
 - Maintenance and Utilities Worker
4. Preparation of Final Report – Written final report will summarize the findings and provide recommendations for program improvements.
5. Present final report at a public hearing of the SCSD Board.

III. PROPOSAL REQUIREMENTS

Proposals shall consist of responses to the questions below. Please clearly label answers to all questions. The questions must be completely addressed in the body of the proposal and be presented in the order indicated. The submissions are subject to a page limitation of ten (10) pages in twelve-point font, not including Title Sheet and Table of Contents. You are also requested to enclose certain information as exhibits, which will not count against the page limit. You may attach additional information as exhibits (which also will not count against the page limit); however, responses to questions must be answered within the specified page limit. The SCSD makes no assurances that any non-requested additional information in exhibits will be reviewed. Consultants are encouraged not to submit lengthy and overly wordy proposals.

Proposers must have a minimum of four (4) years of professional experience in auditing of SSMP's. They shall have completed a minimum of two (2) projects for public sewer utilities;

shall have demonstrated experience of similar scope projects; and have experience working with public institutions.

Questions:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the firm and experience of the principal contact with the firm.
3. Description of the team assigned to handle the proposed assignments, including the role of each member, percentage of total work each member is expected to contribute, office location of each member and specific relevant experience. Please enclose resumes of each assigned team member as attachments to the proposal. Where proposals are submitted as a team effort, the principal firm of the team shall perform a majority of the proposed work.
4. Describe the services and activities as they relate to the proposed scope of work that your firm proposes to provide to the SCSD for this project. Consultant shall demonstrate understanding of the SCSD's needs and requirements and describe the approach and work plan for completing the items specified in the Scope of Work.
5. Enclosed for your review as Attachment 2, is a copy of the SCSD's standard contract, which stipulates, among other things, insurance requirements. Please confirm that your firm can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
6. Please provide three professional references. Only use public agencies that your firm or its principals have provided services for within the past five years.
7. Please provide the proposed fee and billing rate schedule for the team. Cost proposals shall be prepared to follow the order and format of the items in the proposed scope of work. Cost proposals shall, as a minimum, show all anticipated Prime and Subconsultant costs by task, including personnel by classification, hours and hourly rates. Other Direct Costs shall be summarized at the Project level, rather than by Task. The proposed fee and billing rate schedule shall be submitted in a separate file or sealed envelope.

V. PROCEDURES FOR SUBMISSION

Please submit by e-mail a single Adobe Acrobat® PDF file containing the entire proposal (not including the fee and billing rate schedule) to sottmar@ci.seaside.ca.us by **5:00 PM Pacific Time on Wednesday February 22, 2019**. Proposals posted to an FTP site before the deadline are also acceptable. The proposed fee and billing rate schedule shall be submitted in a separate password-protected Adobe Acrobat® PDF file. Emailed proposals must be less than 5 megabytes and may not contain any zipped or self-executing files. To verify receipt, it is recommended that return receipt on email transmission be requested.

Alternatively, three (3) bound hard copy proposals may also be submitted in a sealed envelope with the proposed fee and billing rate schedule in a separate sealed envelope by **5:00 PM Pacific Time on Wednesday, February 22, 2019** to.

Mr. Scott Ottmar, P.E.
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955
Phone: (831) 899-6825

SUBMISSIONS WILL NOT BE ACCEPTED AFTER THIS DEADLINE. SUBMISSIONS TRANSMITTED BY FAX WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

All material submitted in accordance with this RFP becomes the property of the SCSD and will not be returned. If you have any questions regarding this RFP, please contact Scott Ottmar at sottmar@ci.seaside.ca.us. Any other contact with SCSD personnel related to this RFP, prior to the formal approved consultant list, is prohibited without the written consent of Mr. Ottmar.

VI. REVIEW AND SELECTION PROCESS

The proposed consultant selection schedule is as follows:

Release RFP	January 31, 2019
Proposals due	February 22, 2019
Interview Select Proposers (if necessary)	Week of March February 25-28
Project Award	March 12, 2019

SCSD staff will evaluate the materials provided in response to the Request for Proposals based on the following criteria:

1. Organization, presentation, and content of proposal. Conformance to the specified RFP format.
2. Understanding of the Scope of Work and Consultant's Proposed Methodology.
3. Past experience and performance of Consultant's team on similar work including: individuals in the firm assigned to do the work; cost control; quality of work, and meeting scheduled milestone dates.
4. Familiarity with applicable practices and procedures for the work involved.
5. Familiarity with Locality: Is the firm familiar with Sewer regulations applicable to the SCSD? Will the location of the firm's offices facilitate meetings with SCSD Staff?
6. Delivery Schedule.

The SCSD reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the SCSD elects, the top proposals may be requested to participate in interviews. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The SCSD will not be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the SCSD for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal.

VII. ACCEPTANCE OR REJECTION OF PROPOSAL

The SCSD reserves the right to accept or reject any and all proposals. The SCSD also reserves the right to waive any informality or irregularity in any proposal. Additionally, the SCSD may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The SCSD shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The Resource Management Services Department will make a recommendation to the SCSD Manager or SCSD Council, as applicable, regarding the selection of Consultant based upon an evaluation of the proposals. The SCSD reserves the right to negotiate project deliverables and associated costs.

VIII. ADDENDA AND INTERPRETATION

The SCSD shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the SCSD or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email and deliver the request to:

Mr. Scott Ottmar, P.E.
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955
Email: sottmar@ci.seaside.ca.us

Such requests for clarification shall be deliverable to the SCSD at least two (2) business days prior to the proposal due date. Any SCSD response to a request for clarification will be made in the form of an addendum to this RFP and will be sent to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP.

All correspondence from the Seaside County Sanitation District for this RFP will be by either email or Fax. In order to ensure that all interested Consultants are notified of such clarifications or corrections, please provide your email and FAX contact information to Mr. Ottmar at the email address listed above if your firm intends to submit a Proposal.

IX. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the SCSD will recommend a firm to enter into negotiations for the assignments described. The recommended Proposer shall enter into contract negotiations with the SCSD in substantial conformity with the selected proposal and the form of the SCSD's Standard Consultant Agreement (attached).

X. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in the SCSD's Standard Consultant Agreement (attached).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the Seaside County Sanitation District as to form and content. The selected Consultant agrees to provide the SCSD with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to related questions in the RFP, above.

XI. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Proposer was not fully informed as to any facts or condition.

XII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. At such time as the Resource Management Services Department recommends a Proposer to the SCSD Manager or SCSD Council, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The SCSD shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Seaside County Sanitation District may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the

SCSD will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

XIII. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Proposer in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer's default under any agreement that results in termination of the Agreement.

XIV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

XV. PROHIBITION OF GIFTS

Seaside County Sanitation District officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to SCSD officers or employees. The Proposer shall be subject to the SCSD's prohibition.

XVI. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer shall not discriminate, in any way, against any person on the basis of race sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of SCSD contracts.

XVII. ADDITIONAL TERMS AND CONDITIONS

- A. This RFP does not commit the SCSD to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- B. The SCSD reserves the right without limitation to:
 - 1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
 - 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
 - 3. Enter into negotiations with one or more Proposers;
 - 4. Modify and re-issue the RFP;
 - 5. Take action regarding the RFP as may deemed to be in the best interest of the City.
- C. The SCSD reserves the right to verify any information provided during the RFP process. The SCSD may contact references listed or any other person known to have contracted with Proposer.
- D. An agreement shall not be binding or valid with the SCSD unless and until it is executed by authorized representatives of the SCSD and of the Proposer

XVIII. ATTACHMENTS

Attachment 1. Sewer System Management Plan

Attachment 2. 2017 SSMP Audit Report

Attachment 3. Sample SCSD Agreement for Consultant Services



2019 AUDIT OF THE SEWER SYSTEM MANAGEMENT PLAN
ADDENDUM No.1
February 20, 2019

Addendum No. 1 is being issued for revisions to the Request for Proposal (RFP) to provide professional services for audit of the Seaside County Sanitation District Sewer System Management Plan.

The clarifications and revisions declared in this addendum are an essential element to the RFP.

CLARIFICATION

- 1 *Section V. Procedures for Submission: Submission deadline is Friday, **February 22, 2019** at 5 PM (revision in **bold**)*
-

If there are any questions, please contact Scott Ottmar at sottmar@ci.seaside.ca.us. Or (831) 899-6885.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Ottmar".

Scott Ottmar, P.E.
Senior Engineer

RESOLUTION NO. 2019- XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
ALLOCATING FUNDS TO THE SANITARY SEWER MANAGEMENT PLAN UPDATE AND
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAUSEY CONSULTING FOR
THE 2019 AUDIT OF THE SANITARY SEWER MANAGEMENT PLAN FOR AN AMOUNT NOT
TO EXCEED \$18,450.00.**

WHEREAS, IN 2006, The State Water Resource Control Board adopted and Order for the General Waste Discharge Requirements for Sanitary Sewer Systems, which requires agencies that own and operate collections systems greater than one mile in length to prepare a Sanitary Sewer Management Plan (SSMP) and conduct an audit every two years; and

WHEREAS, the most recent audit of the SMMP occurred in August of 2017; and

WHEREAS, a request for proposals was advertised on January 31, 2019 for professional services for auditing of the SSMP; and

WHEREAS, one proposal was received on the closing date of February 22, 2019 from Causey Consulting for an amount not to exceed \$18,450 for professional services associated with auditing of the SSMP; and

WHEREAS, District staff has determined that the proposed scope of work and budget are reasonable; and

WHEREAS, the fiscal year 2018/19 Budget allocated \$10,000 available for the Sewer System Management Plan Update, and \$14,000 for the Sewer System Master Plan update; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15378 the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) as it is not a project and is defined as an administrative maintenance activity having no significant effect on the environment; and

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District appropriates \$8,450 from the Sewer System Master Plan to the Sewer System Management Plan Update; authorizes the District Manager to execute an professional services agreement with Causey Consulting for an amount not-to-exceed of Eighteen Thousand Four Hundred Fifty Dollars (\$18,450); and authorize District Finance Manager to make the necessary budget adjustments.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 9th day of April, 2019, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Jerry Blackwelder, Chair

Seaside County Sanitation District

ATTEST:

Lesley Milton-Rerig, District Clerk
Seaside County Sanitation District



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: April 9, 2019

SUBJECT: MARINA COAST WATER DISTRICT - ORD COMMUNITY SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION APPLICATION TO THE THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) OF MONTEREY COUNTY

PURPOSE

The purpose of this item is to discuss the Marina Coast Water District Ord Community Sphere of Influence Amendment and Annexation to the Local Agency Formation Commission (LAFCO) of Monterey County.

RECOMMENDATION

It is recommended that the District consider the application and provide direction to staff as may be appropriate.

Environmental Compliance: As the lead agency under the California Environmental Quality Act (CEQA) guidelines, MCWD approved a Negative Declaration indicating no significant environmental impacts.

BACKGROUND

The Local Agency Formation Commission (LAFCO) of Monterey County has received an application from Marina Coast Water District (MCWD) for a sphere of influence amendment and annexation of approximately 5,000 acres (7.8 square miles), LAFCO File #18-03. On Monday, April 22, 2019, at 4:00 PM, LAFCO will hold a public hearing to consider the application.

The proposal area primarily consists of certain lands within the former Fort Ord (Ord Community) that are in the City of Marina, City of Seaside, or the unincorporated County of Monterey, including East Garrison. Parcels within the proposal area already receive MCWD water and wastewater services pursuant to an existing contract with the Fort Ord Reuse Authority, or have City or County approvals for development projects that will receive MCWD services upon buildout. The proposal area also includes Olson Elementary School and Marina United Methodist Church in central Marina, and Seaside High School, all three of which currently receive MCWD services. The proposal by MCWD is attached and maps of the proposed annexation area are attached. Additional information will be available on LAFCO's web site, www.monterey.lafco.ca.gov/announcements

ENVIRONMENTAL COMPLIANCE

As the lead agency under the California Environmental Quality Act (CEQA) guidelines, MCWD approved a Negative Declaration indicating no significant environmental impacts.

FISCAL IMPACT

There is no fiscal impact in discussion this item.

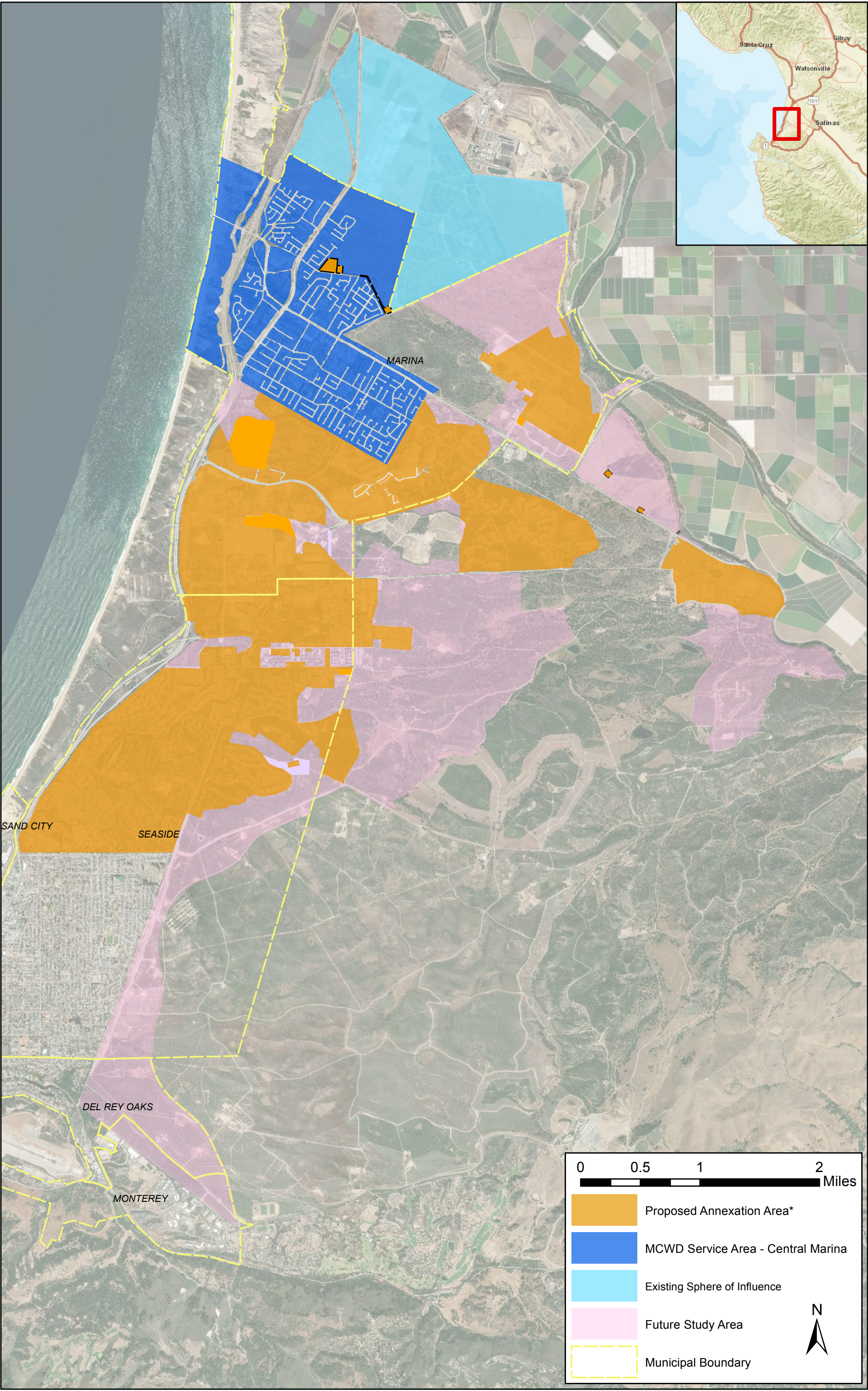
ATTACHMENTS

1. Map MCWD Application Overview
 2. MCWD Application
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



KATE McKENNA, AICP
Executive Officer

APPLICATION FORM / JUSTIFICATION OF PROPOSAL

Marina Coast Water District Sphere of Influence & Annexation Proposal

Please provide the following information about your request. For those items that do not apply, indicate “not applicable” or “N.A.” Please use additional sheets if necessary.

This information will be used by LAFCO to understand the proposal and determine its consistency with State law and local policies, including the Cortese-Knox-Hertzberg Local Government Reorganization Act and LAFCO of Monterey County’s “Policies and Procedures Relating to Spheres of Influence and Changes of Organization and Reorganization.”

I. GENERAL INFORMATION

- a. Describe the proposed action (Annexation, Detachment, Sphere of Influence Amendment, formation, etc.) affecting a city or special district:

The proposed project is the Marina Coast Water District’s (MCWD or the District) Ord Community Sphere of Influence (SOI) Amendment and Annexation of territory into the District’s service area, which is proposed in accordance with relevant codes and ordinances of the District, local jurisdictions, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The District currently provides water, wastewater, and recycled water service to the former Fort Ord (Ord Community; see Attachment 3D Figure 1) as outlined in the following the Water/Wastewater Facilities Agreement between FORA and MCWD (1998) and as further described in the Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Wastewater Systems, between FORA and MCWD, dated October 24, 2001 (Appendix A of Attachment 7A Public Draft IS/ND).

The project is proposed to amend MCWD SOI and service area (see Attachment 3D Figure 2) to annex the currently served areas on the former Fort Ord (see Attachment 3D Figure 3). This will provide customers that are registered to vote within the MCWD boundary the ability to vote for, and run for office on, the MCWD Board of Directors (Board). In addition, a small area containing a school and a church that presently receive water from MCWD and are within MCWD’s Central Marina customer area will be added to MCWD’s service area to eliminate islands within the District that were inadvertently created during the last SA annexation of property north of Marina (see Attachment 3D Figure 3).

On February 20, 2018, the Board adopted Resolution No. 2018-09, adopting an Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation (See Attachment 7C Final IS/ND), finding that the Ord Community Sphere of Influence Amendment and Annexation was not a project subject to CEQA and was also exempt from CEQA, and directing District staff to file an application with the Local Agency Formation Commission (LAFCO) for the project to annex

properties into MCWD's service area. MCWD filed a Notice of Determination (NOD) and Notice of Exemption (NOE) within five days of the Board action.

Subsequently, a Petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the Boards' action. A Settlement Agreement was then proposed that provides for the modification to the project (Modified Project) by excluding certain parcels and portions of certain parcels identified in the spreadsheet and maps (see Attachment 3D Figure 4 and Attachment 7D).

On September 17, 2018, the Board approved the Settlement Agreement and found that, pursuant to the Settlement Agreement, the parcels and portions of parcels provided in the Settlement Agreement shall be excluded from the project application to LAFCO. The Board approved Resolution No. 2018-19, which excludes all the parcels and portions of parcels set forth in the Settlement Agreement from the project, and rescinds the CEQA finding adopted in Resolution No. 2018-09 only as they relate to the parcels or portions of parcels listed in Resolution No. 2018-09 (Attachment 3D Figure 3). The CEQA findings in Resolution No 2018-09 are to otherwise remain unchanged, and all other parcels are to remain in the LAFCO application unchanged. The excluded parcels are to be re-designated for future study area only. The Board determined that the modifications to the Ord Community Sphere of Influence Amendment and Annexation under the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration, and that none of the conditions in CEQA Guidelines section 15162 have occurred, and therefore, no additional environmental review is required under CEQA (see Public Resources Code section 21166 and CEQA Guidelines sections 15162). MCWD filed a Notice of Determination (NOD) and Notice of Exemption (NOE) within five days of the Board action for the Modified Project (Attachments 7E and 7F).

b. Applicant (chief petitioner/contact person):

Name, Title (if applicable): Michael Wegley, District Engineer

Agency: Marina Coast Water District

Address: 11 Reservation Road, Marina, CA 93933

Phone Number: (831) 883-5925

Email Address: mwegley@mcwd.org

c. Describe the location of the subject territory, including Assessor Parcel Number(s):

MCWD is situated in the northwest corner of Monterey County, California (Attachment 3D Figures 1 and 2). The proposed project location includes the current service area and SOI Sphere of Influence of MCWD, known as Central Marina, and the Ord Community within the former Fort Ord. ~~Refer to Figure 1 of the Draft IS/ND.~~ (Attachment 3D Figure 3) and excludes parcels and portions of parcels set forth in the Settlement Agreement (Attachment 3D Figure 4).

d. Size (in acres) of the affected territory:

The proposed SOI amendment and annexation territory includes ~~5,347~~ 4,970 acres. MCWD has an existing service area of 1,658 acres and existing SOI of 3,116 acres, making the total new MCWD SOI and service area ~~8,463~~ 8,086 acres after project approval.

e. Population:

1) Estimated population in the subject area:

As discussed in the Draft IS/ND, MCWD estimates that its service population is approximately 32,375 people, of which an estimated 17,703 live within the boundaries of the City of Marina and 14,672 live in areas of the Ord Community, where MCWD is currently providing water and wastewater service.

Please also see answer 16.a below for more specific Census Tract data.

2) Proximity to other populated areas:

Within the jurisdictions of Monterey County, City of Marina, and City of Seaside. Other adjacent population areas include the City of Monterey and the City of Del Rey Oaks.

f. Why has the proposed action been requested?

The primary purpose of the project is to provide a fair governance structure for those receiving water and wastewater service from the District. The District currently provides service to this area. Customers within the Ord Community cannot vote for, or run for, the MCWD Board of Directors; their representation is through their jurisdictional elected officials hence through the FORA Board to the MCWD Board (twice removed). The annexation of the Ord Community into the Districts' LAFCO Service Area and amendment of the SOI will allow water and wastewater customers that are registered to vote within the MCWD boundary the ability to vote for, and run for, the MCWD Board of Directors. In addition, a small area containing a school and a church that presently receive water from MCWD and are within MCWD's Central Marina customer area will be added to MCWD's SA to eliminate islands within the District that were inadvertently created during the last SA annexation of property north of Marina.

g. List any conditions proposed as a part of the proposal.

No conditions have been assigned to this proposal.

h. Do you request that the proposed area be taxed for existing bonded indebtedness or contractual obligations? Yes _____ No X

If yes, please explain:

N/A

2. DETERMINATION OF BOUNDARIES

a. Do the proposal's boundaries follow existing political boundaries (such as property lines or jurisdictional lines) and/or physical features such as river, lakes, railroad tracks, and freeways? If not, please explain the reasons for nonconformance.

Yes, the project is contained within the boundaries of the former Fort Ord, and the annexation boundary follows existing parcel boundaries and/or right-of-way limits. Per the Settlement Agreement, some of the excluded areas include portions of parcels but these follow existing right-of-way limits or development limits. The project would annex territory currently within the boundaries of the City of Marina as far north as the current MCWD Service Area and SOI boundary, would extend east into the former Fort Ord and is bounded on the east by parcels either developed or with existing CEQA or Specific Plans for development, extends into the City of Seaside as far south as Seaside High School, and is bounded on the west by Highway 1. The existing water and wastewater systems cross jurisdictional boundaries due to the jurisdictional divisions of the former Fort Ord.

b. If the proposal's boundaries create an island, corridor, or strip either within the proposed territory or immediately adjacent to it, please explain why this is the case.

~~The proposal will not create an island, corridor, or strip either within the proposed territory or immediately adjacent to it.~~ The project is proposed in part to eliminate an island created inadvertently in the last MCWD annexation process, which includes two small properties located at Olson School and a small church property within Central Marina. Per the Settlement Agreement, certain parcels and portions of parcels have been excluded from the project; these parcels are to be re-designated for future study area only.

c. For annexations to a city or district, does the annexation include the adjacent streets and rights-of-way? Please describe how the proposal will conform to road right-of-way guidelines for proposals submitted to LAFCO. (LAFCO Policies and Procedures, Part D.II.7)

The annexation includes adjacent streets and rights-of-way and is consistent with LAFCO Policy D.II.7. The boundaries of the proposed project follow existing political boundaries, primarily the boundary follows existing parcel boundaries with some portions of parcels excluded which follow current right-of-way boundaries or development boundaries.

- d. Would the proposal divide any existing tax assessment parcels? If so, please explain why this is proposed.

The proposed annexation would not divide any existing tax assessment parcels. The District is funded only by rates and fees and does not collect property taxes.

- e. Would the proposal divide any existing identifiable community, commercial district, or any other area having social or economic homogeneity? If so, please explain why this is proposed.

As determined in Section 4.10 Land Use and Planning of the Draft IS/ND, the proposed annexation would not divide any existing identifiable community. Furthermore, the proposed project will not divide any existing commercial district, or any other area having social or economic homogeneity.

- f. Does the proposal include all territory that would reasonably benefit from agency services? If not, please explain why not.

The proposed annexation does not include all of the identified development parcels within the Fort Ord Reuse Plan. The 2011 Initial Study for the Ord Community SOI Amendment and Annexation Project considered amending the MCWD SOI and annexation area to request annexation of all former Fort Ord lands into the District's service area boundary, including open space land and all development parcels identified by plans for which no approved specific plan or CEQA documentation was finalized. The District revised and reduced its proposal after the 2011 review process was completed, and the 2017 Draft IS/ND reflected these requests. FORA has commented on the IS/ND and stated that "FORA supports MCWD's Ord Community Sphere of Influence Amendment and Annexation Project," indicating their support for future service of the entirety of the development parcels under the Fort Ord Reuse Plan.

In addition, as outlined above, during the adoption of the 2017 2018 Draft IS/ND, the MCWD Board further refined the proposal by reducing the areas approving Resolution No. 2018-19 which excludes all of annexation the parcels and portions of parcels set forth in the Settlement Agreement from the project; the excluded parcels are to be re-designated for future study area only.

3. DUPLICATION OF AUTHORITY TO PERFORM SIMILAR FUNCTIONS

- a. Would the proposal result in any duplication of authority? (i.e., two or more governmental agencies providing the same or similar types of services) If so, please justify the need for the duplication.

The proposal will not result in any overlap or duplication of authority. MCWD is currently the only agency providing water and wastewater services within the proposal area.

~~The proposal would extend MCWD's southern boundary to meet the northern boundary of the Seaside County Sanitation District (SCSD). Both of these agencies provide wastewater collection service, conveying municipal wastewater to Monterey One Water, the regional wastewater treatment authority. Seaside County Sanitation District (SCSD) has expressed interest in annexing Ord Community areas that are within the City of Seaside for wastewater service only, excluding the area of California State University Monterey Bay (CSUMB). They have not stated any objection to MCWD serving this area for water. If this SCSD annexation proposal were also submitted to LAFCO and approved, this would create an overlap area that includes lands between Military Avenue to the south and Divarty Street and Colonel Durham Road to the north. As proposed, MCWD would not create any overlap. This area is included in the current Proposed Project as (MIW), the regional wastewater treatment authority. Both MCWD and SCSD have separately considered annexing overlapping portions of the former Fort Ord. Recognizing this overlapping interest, MCWD and SCSD worked over several months to develop a draft agreement that would eliminate SCSD's interest in filing an overlapping application. Upon subsequent discussions, SCSD expressed that it would prefer a simpler~~

Memorandum Of Understanding (MOU) regarding key points of agreement to achieve the goal of eliminating the potential overlap versus completing a more complex agreement. MCWD and SCSD then finalized a simpler MOU document, and the MCWD Board approved the MOU on July 16, 2018 with expectation that SCSD would follow with its approval in July 2018 (see Attachment 7G). The MOU states that SCSD agrees that it will not object or oppose MCWD LAFCO proposal annexing any lands within MCWD's Ord Community service area into MCWD's jurisdiction boundaries for water, reclaimed water, and wastewater. Following MCWD Board approval of the MOU, at the request of the City of Seaside, SCSD tabled the MOU until the Cities of Seaside and Del Rey Oaks could first negotiate a more complex agreement. As a means to facilitate final agreement, on September 6, 2018, MCWD provided SCSD with yet another agreement, a draft Service Agreement, that comprehensively addresses water and wastewater service to their respective cities within the former Fort Ord for present day and for when the Fort Ord Reuse Authority sunsets. While there has been no response from SCSD to date on the draft Service Agreement, MCWD remains optimistic that an agreement can be reached, either by SCSD approval of the MOU already approved by the MCWD Board, or eventual approval of the draft Service Agreement which is more comprehensive, but still contains all the key points of agreement in the MOU. Therefore, as proposed, MCWD would not create any overlap. As a result, this area is included in the current proposed project because the area is already served by MCWD and MCWD owns and maintains the water and wastewater infrastructure in this the area. It is the intent of MCWD to continue serving their current customers, as it is consistent with relevant LAFCO policy, including policies pertaining to overlapping service areas. The project is consistent with all other LAFCO policies, as shown in Appendix B of the Draft IS/ND, and as presented below.

LAFCO Policy D.III.1: “Proposals, where feasible, should minimize the number of local agencies and promote the use of multi-purpose agencies (Sections 56668 b and c).”

LAFCO Policy D.III.2: “The effect of the approval of a proposal which would result in two or more districts or a city and a district possessing any common territory, the authority to perform the same or similar functions shall be considered by LAFCO. The views of the governing body of the city or special district possessing authority to perform the same or similar function in the subject territory should be made known to LAFCO. Proponents must justify the need for boundary change proposals which result in duplication of authority to perform similar functions. (Section 56668 b and c).”

Consistent. This SOI amendment and annexation proposes for a single provider for water and wastewater service to the Ord Community, including those areas currently served by MCWD for wastewater service within the City of Seaside. The District's objectives for the proposed project is to enable MCWD to maintain service to their current customers and provide a government structure for these customers to be properly represented.

Furthermore, to ensure that this proposal would not result in any duplication of authority, areas within the Former Fort Ord have been specifically excluded from the proposed project. These areas include future development parcels located in the Cities of Del Rey Oaks and Monterey, and areas east of General Jim Moore in the City of Seaside in the Ord Community. These areas were designated as a Future Study Area to avoid overlapping service jurisdictions in portions of these areas. Specifically, there are remaining development parcels in southern Fort Ord (south of Eucalyptus Road) which may be best served for wastewater collection by SCSD and/or the City of Monterey's wastewater collection system, because those lands would drain by gravity into those existing systems. MCWD would still be the water service provider for those areas, supplying Salinas Valley Groundwater under existing agreements. Because this would result in a different governance model than in the rest of the District, these areas are excluded from the current proposal.

4. CONFORMANCE WITH CITY OR COUNTY GENERAL AND SPECIFIC PLANS

- a. Indicate the existing land use (including residential density):

There are no special land use concerns related to the specified land uses above.

5. CONFORMANCE WITH SPHERES OF INFLUENCE

- a. Is the proposal consistent with the adopted Sphere of Influence for affected local agencies? If not, describe the inconsistency and any overriding considerations.

The project is consistent with the adopted SOI of affected local agencies. Agencies reviewed include: City of Marina, City of Seaside, City of Del Rey Oaks, City of Monterey, Seaside County Sanitation District, and MPWMD.

6. ENVIRONMENTAL IMPACT ASSESSMENT

- a. Has the proposal received CEQA clearance? If so, has the proposal undergone any revisions since CEQA clearance was granted?

Yes, the proposal has an approved CEQA document (IS/ND) ~~which has not undergone any revisions since CEQA clearance was granted.~~ The MCWD Board approved the Draft IS/ND on February 20, 2018 and filed the Notice of Determination on February 21, 2018 (State Clearinghouse Number 2011101074). CEQA documents are available online at http://mcwd.org/governance_annexation.html and are also attached to this application. The area included in this application is a reduced footprint from the area covered in the IS/ND. The removed areas are those without existing entitlements or approved specific plans. MCWD submitted a CEQA Notice of Exemption for the annexation of the application area (State Clearinghouse Number 2018028314).

As outlined above, subsequent MCWD approval of the project, a Petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the Boards' action. A settlement agreement was then proposed that provides for the modification to the project (Modified Project) by excluding certain parcels and portions of certain parcels identified in Attachment 3D Figure 4. Pursuant Resolution 2018-58 the Board determined that the modifications to the Ord Community Sphere of Influence Amendment and Annexation under the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration and none of the conditions in CEQA Guidelines section 15162 have occurred, and therefore, no additional environmental review is required under CEQA (see Public Recourses Code section 21166 and CEQA Guidelines sections 15162).

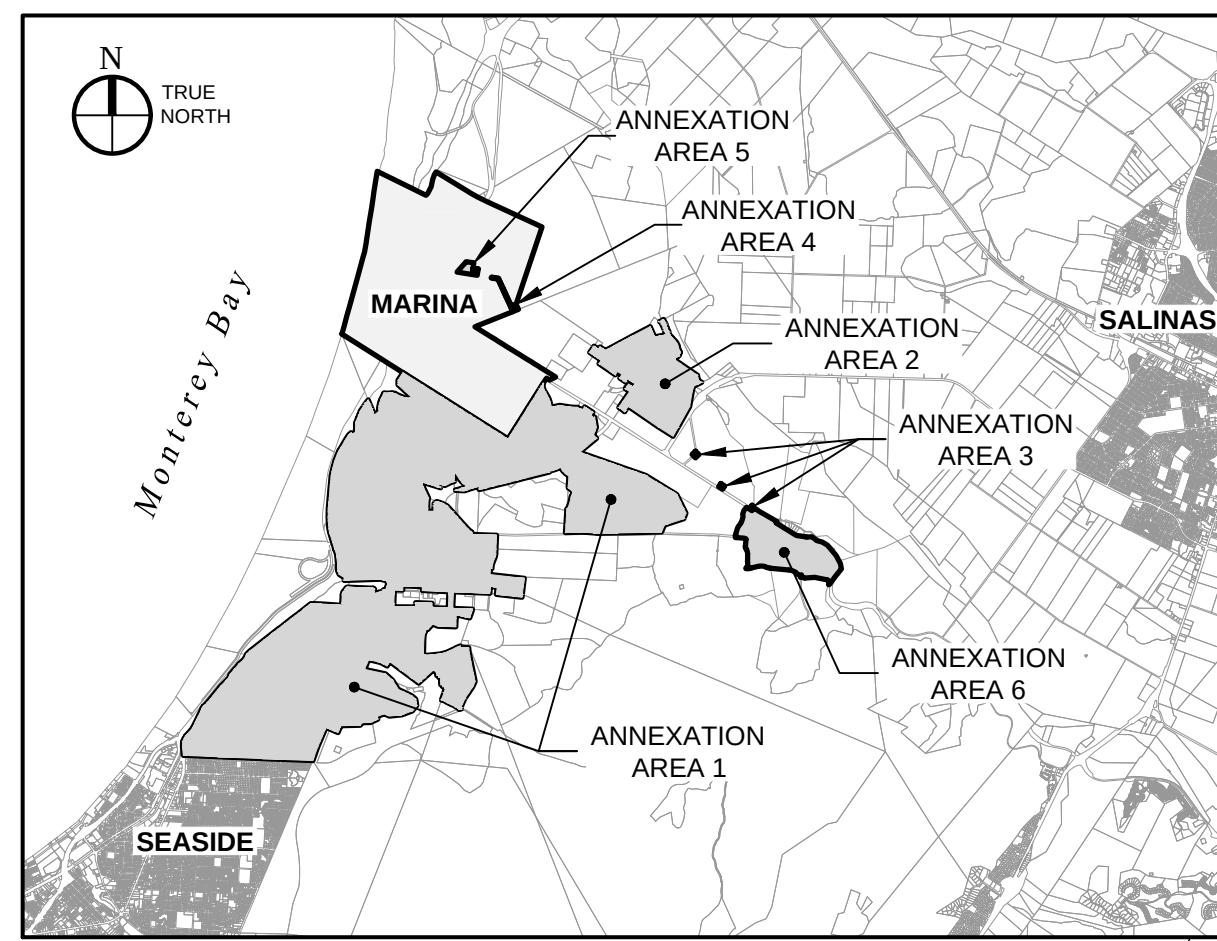
On September 17, 2018, the Board approved the settlement agreement Resolution No. 2018-19 which excludes all the parcels and portions of parcels set forth in the Settlement Agreement from the project, and rescinds the CEQA finding adopted in Resolution No. 2018-09 only as they relate to the parcels or portions of parcels listed. The Board found that the CEQA findings in Resolution No 2018-09 are to remain otherwise unchanged, and all other parcels are to remain in the LAFCO application unchanged. The excluded parcels are to be re-designated for future study area only. The Board determined that the modifications to the Ord Community Sphere of Influence Amendment and Annexation under the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration and none of the conditions in CEQA Guidelines section 15162 have occurred, and therefore, no additional environmental review is required under CEQA (see Public Recourses Code section 21166 and CEQA Guidelines sections 15162).

7. ECONOMICS, SERVICE DELIVERY, AND DEVELOPMENT PATTERNS

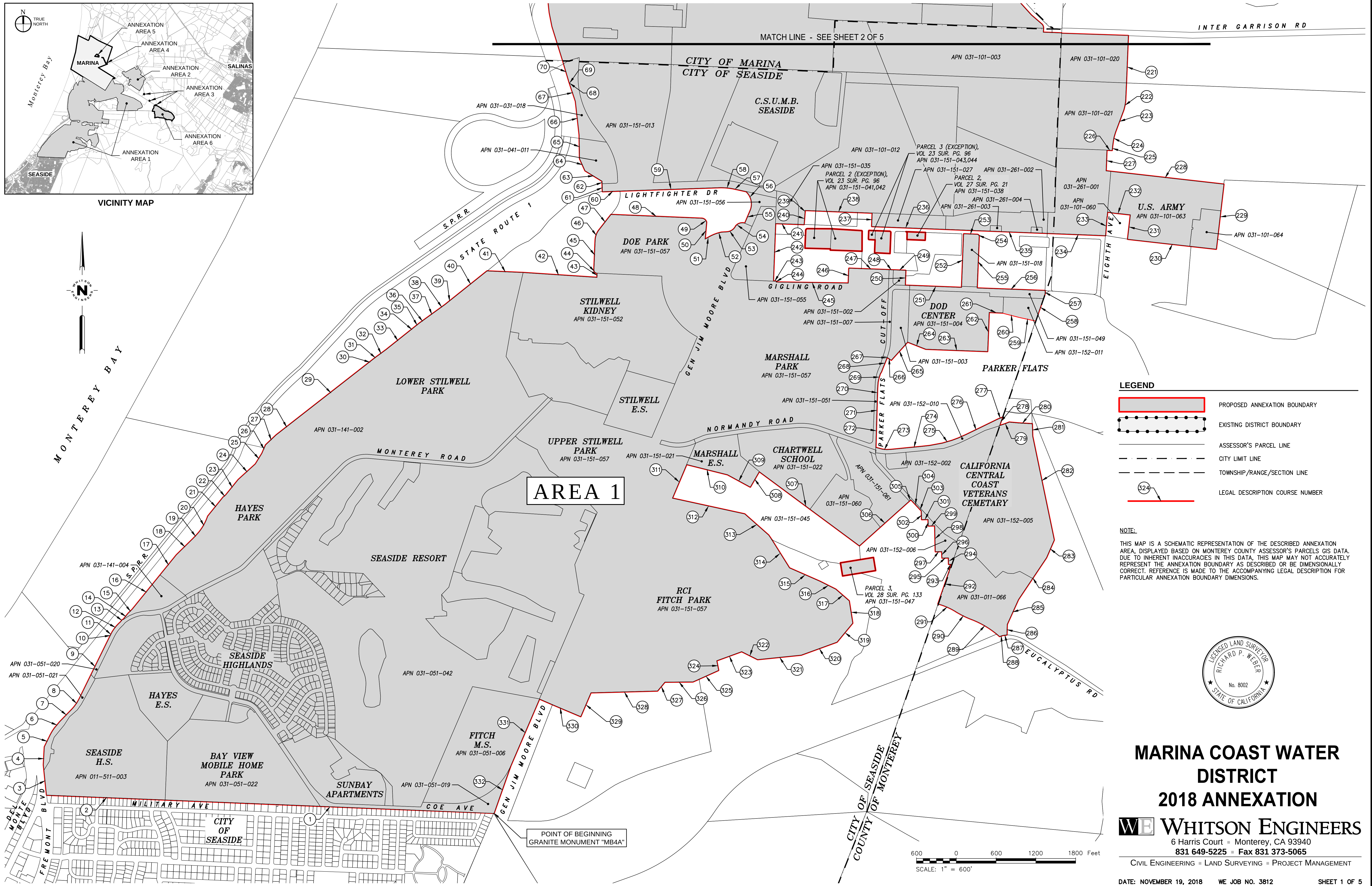
- For boundary changes: Please also submit a separate, detailed **Plan for Providing Services within the Affected Territory** (Attachment B to the application form).

- a. Please describe how the proposal will impact the ability of affected local agencies (cities, special districts and the County) to continue to provide their services. Include any potential fiscal impacts from the proposal on the affected agencies' revenues or expenditures.

As previously stated, the District currently provides service to this area, as outlined in the Water/Wastewater Facilities Agreement between FORA and MCWD (1998) as further described in



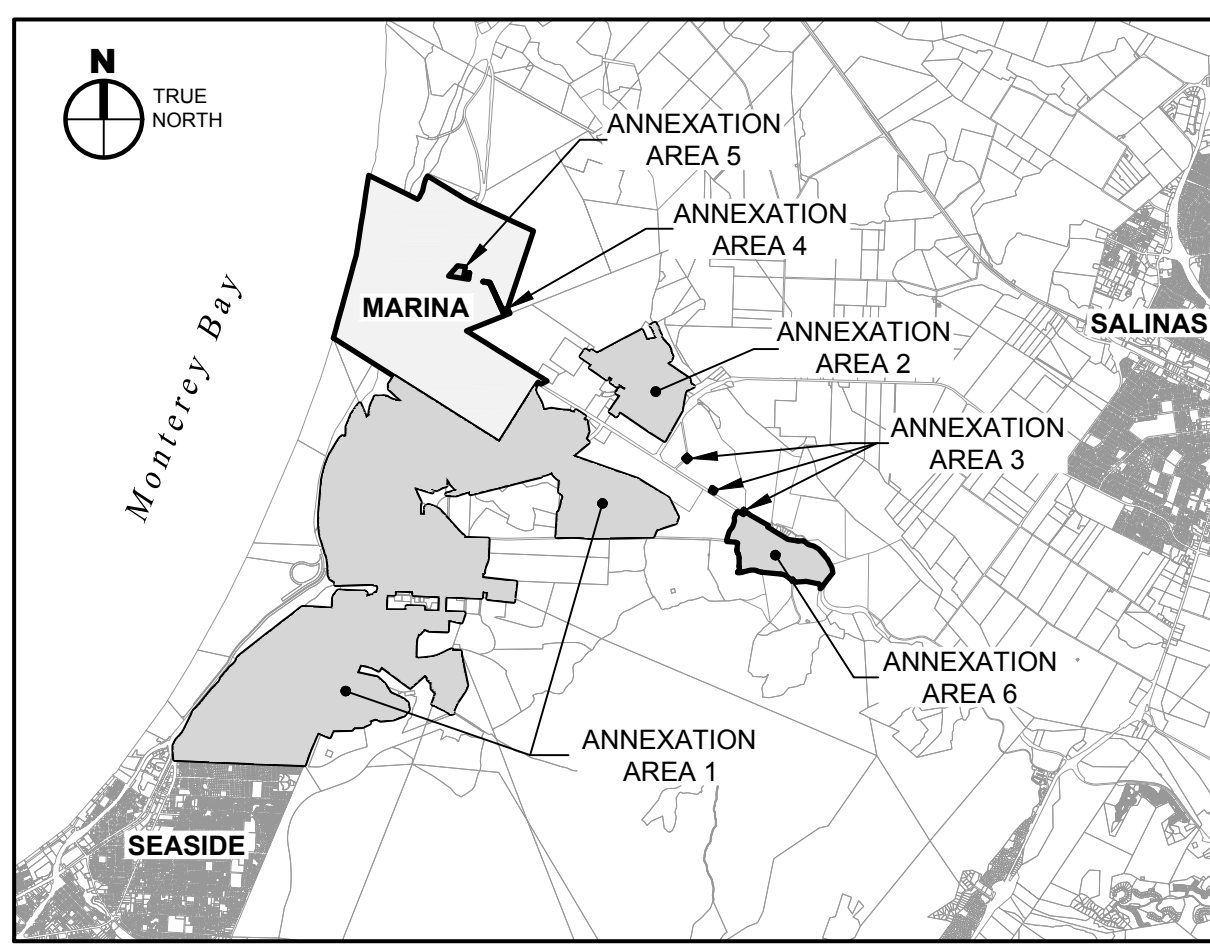
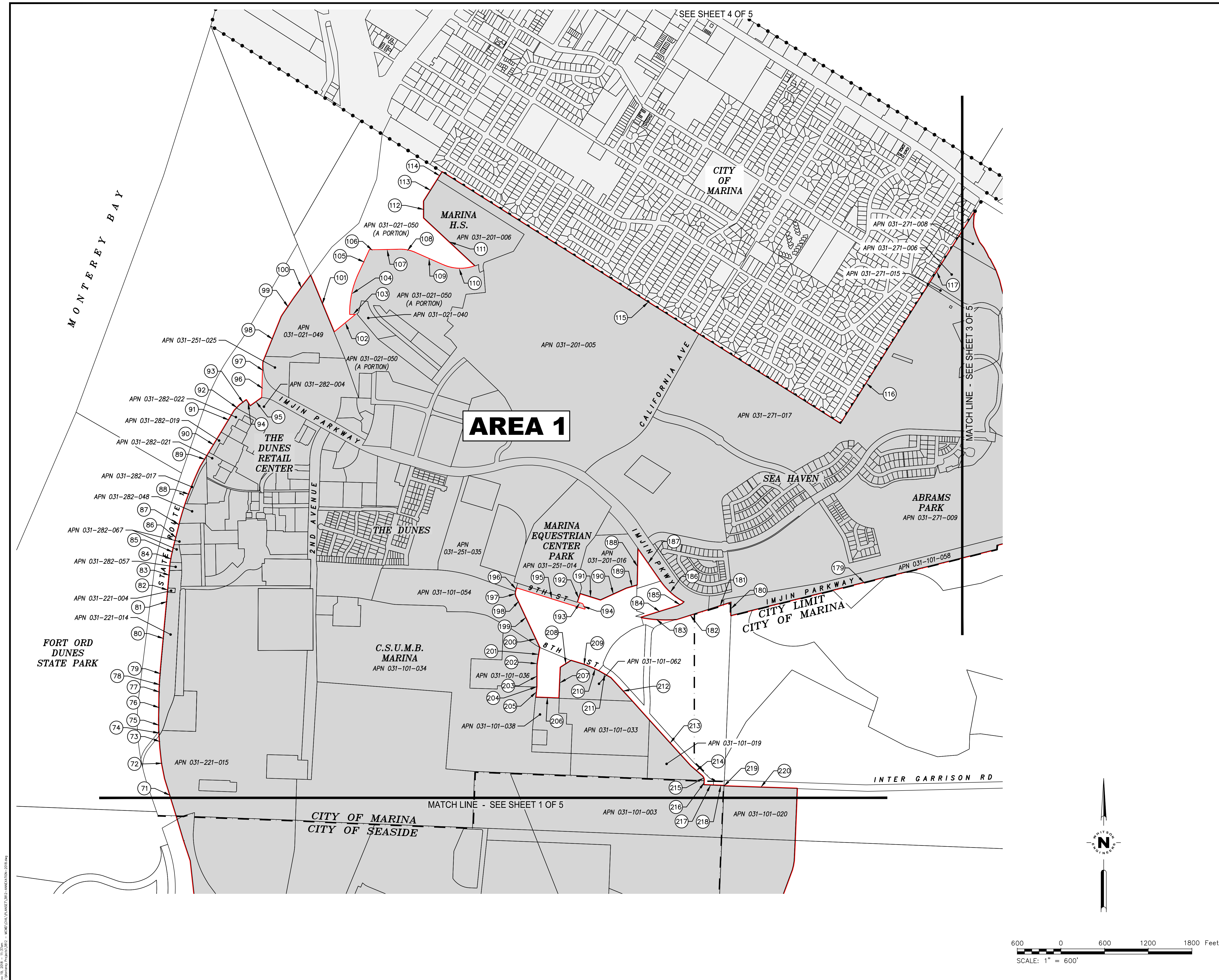
VICINITY MAP



MARINA COAST WATER DISTRICT
2018 ANNEXATION

WE WHITSON ENGINEERS
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DATE: NOVEMBER 19, 2018 WE JOB NO. 3812 SHEET 1 OF 5



VICINITY MAP

LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING DISTRICT BOUNDARY
- ASSESSOR'S PARCEL LINE
- CITY LIMIT LINE
- TOWNSHIP/RANGE/SECTION LINE
- LEGAL DESCRIPTION COURSE NUMBER

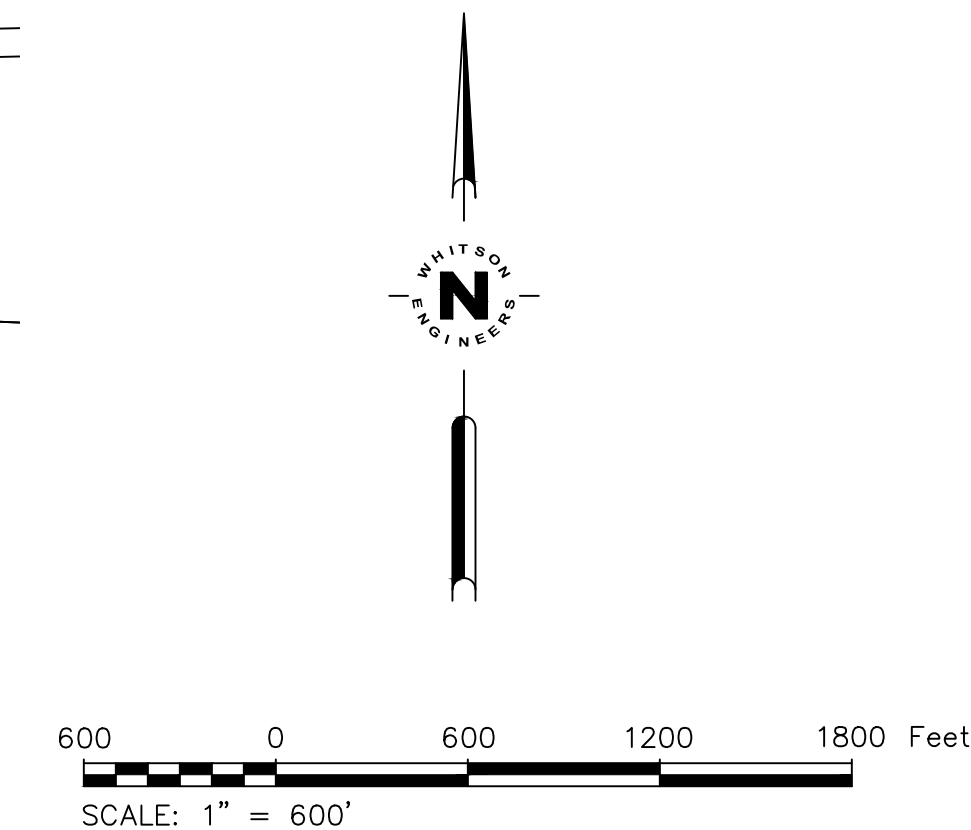
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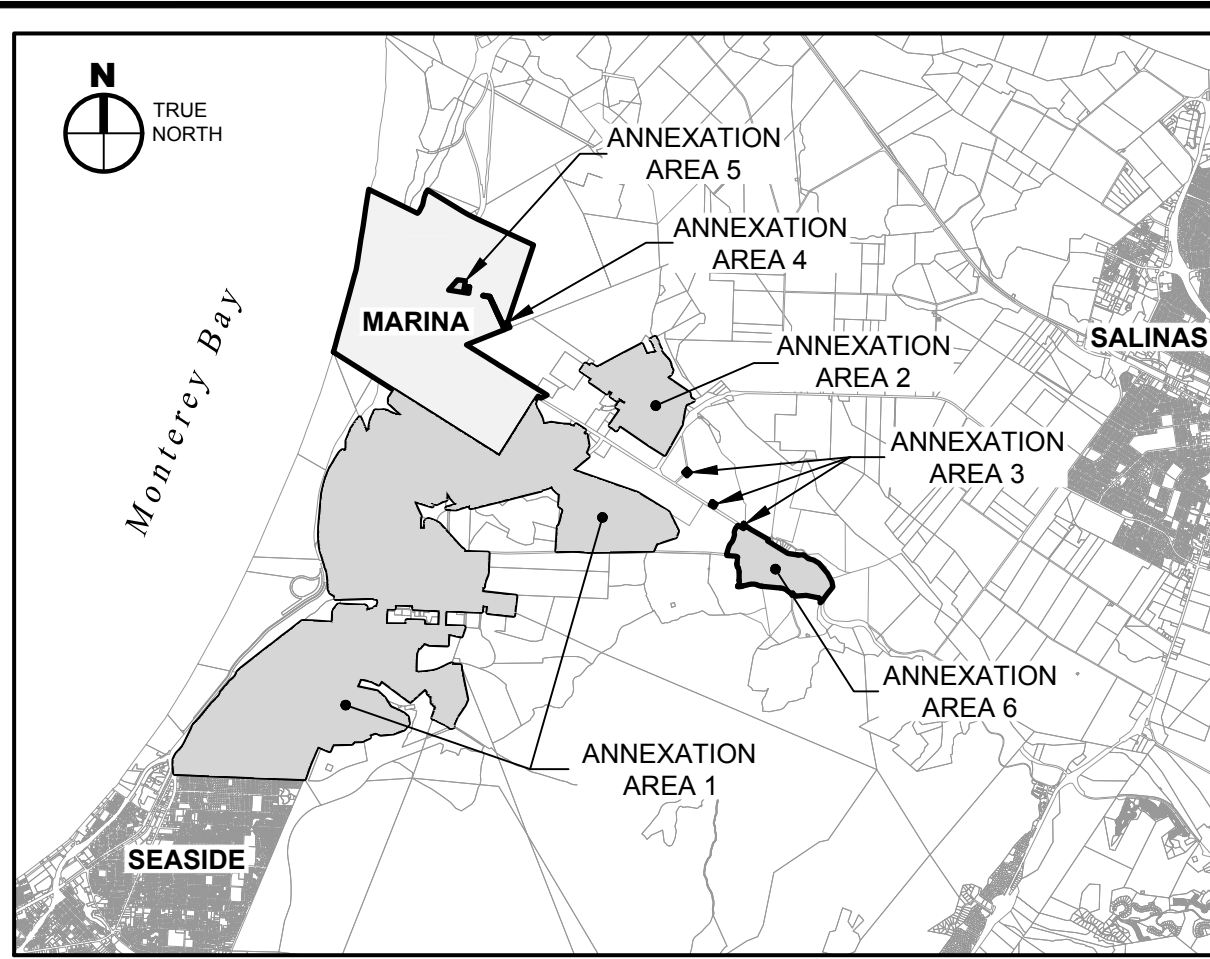
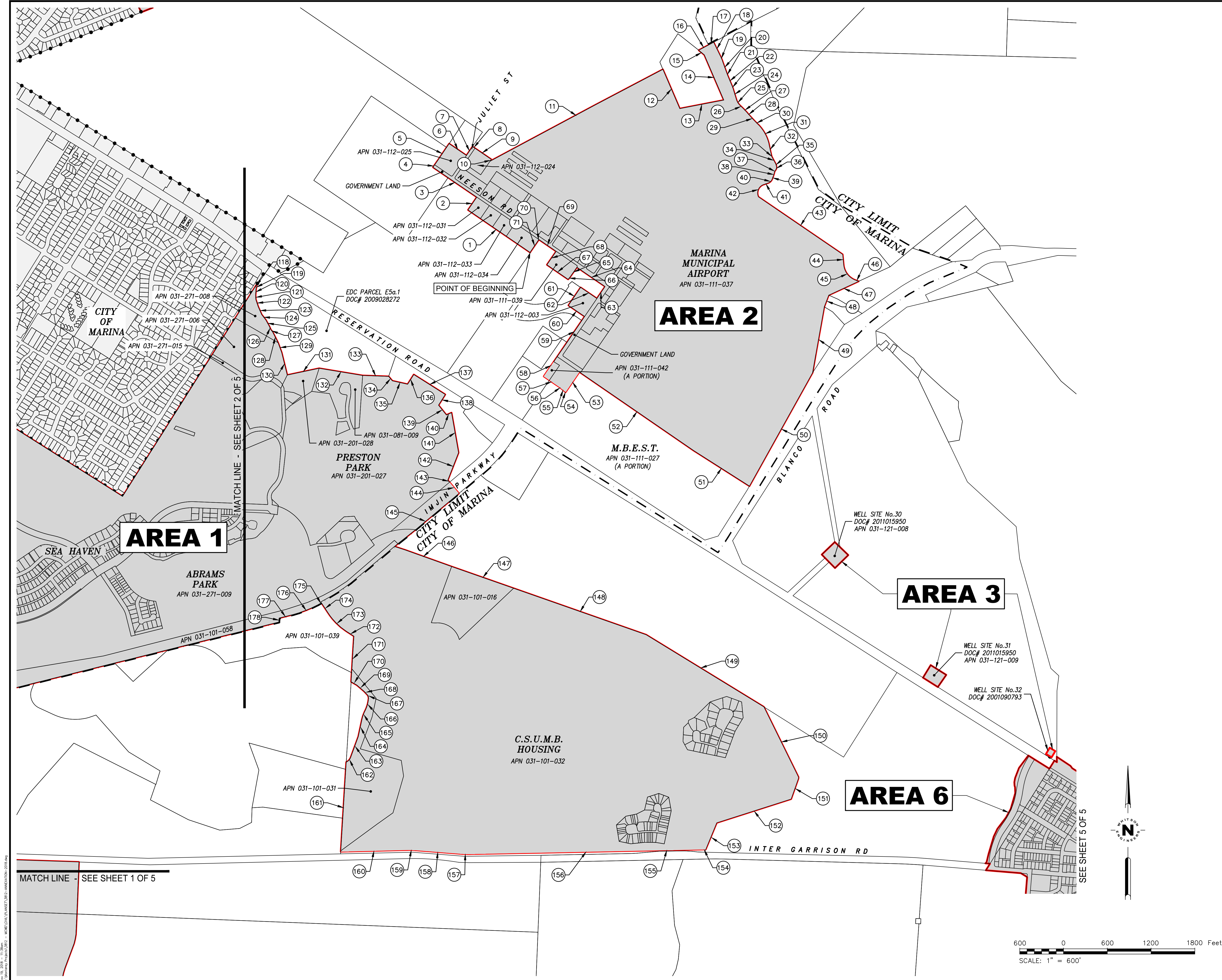


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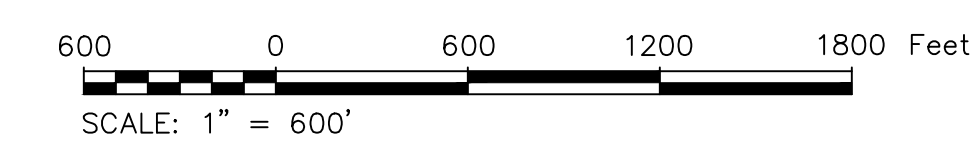
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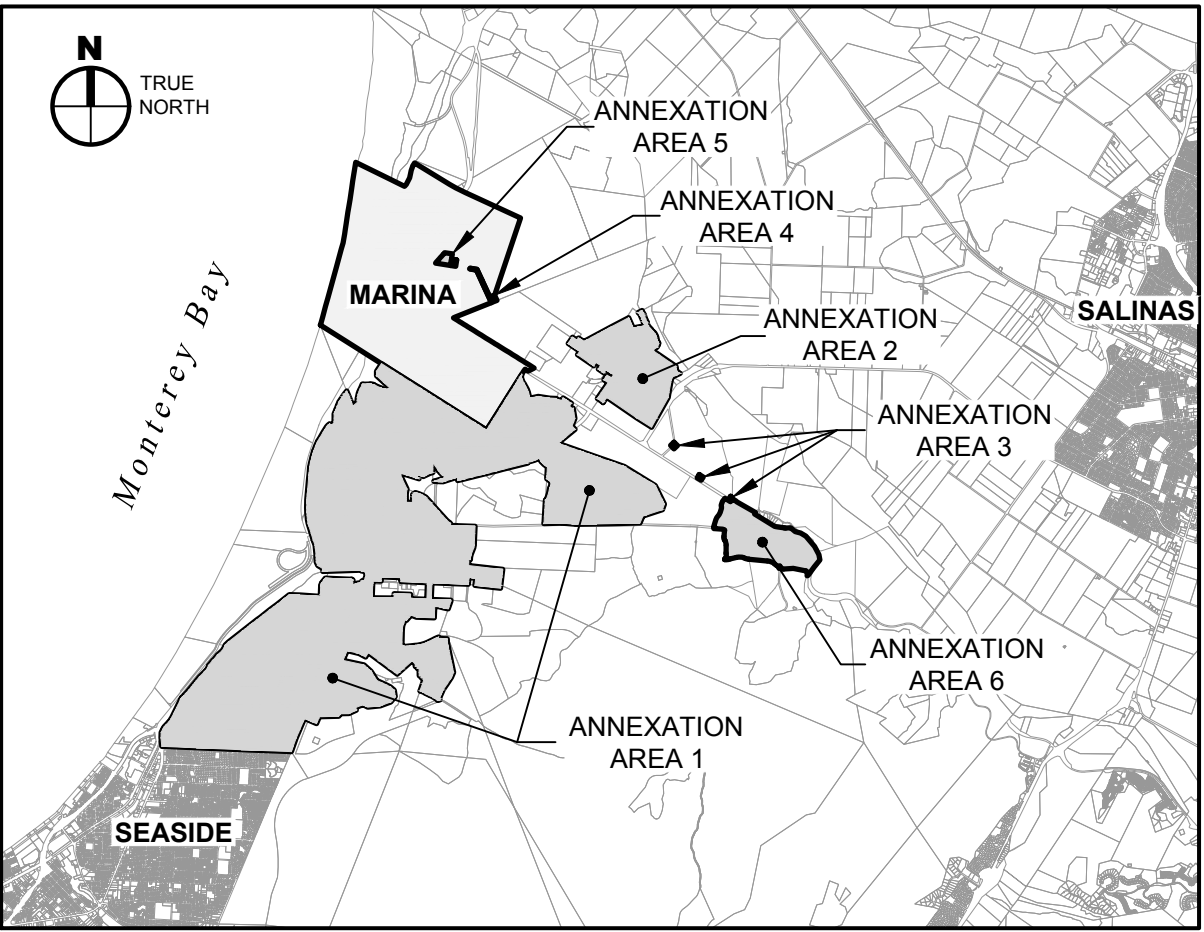
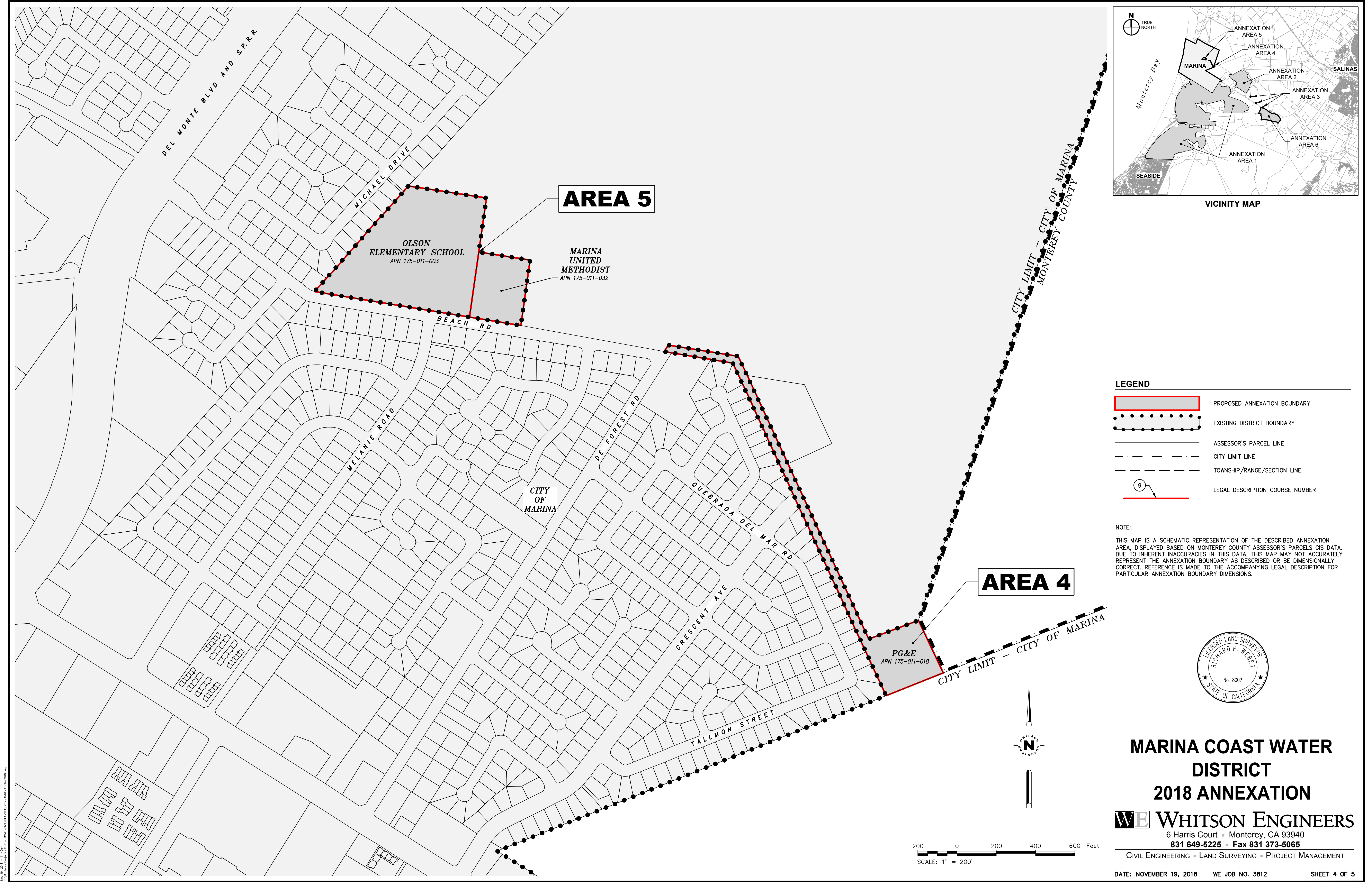
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DATE: NOVEMBER 19, 2018 WE JOB NO. 3812 SHEET 3 OF 5



No. 19, 2018 - 11/20/2018 - 11/20/2018 - MARINA COAST WATER DISTRICT - 2018 ANNEXATION - 2018 Map



LEGEND	
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	ASSESSOR'S PARCEL LINE
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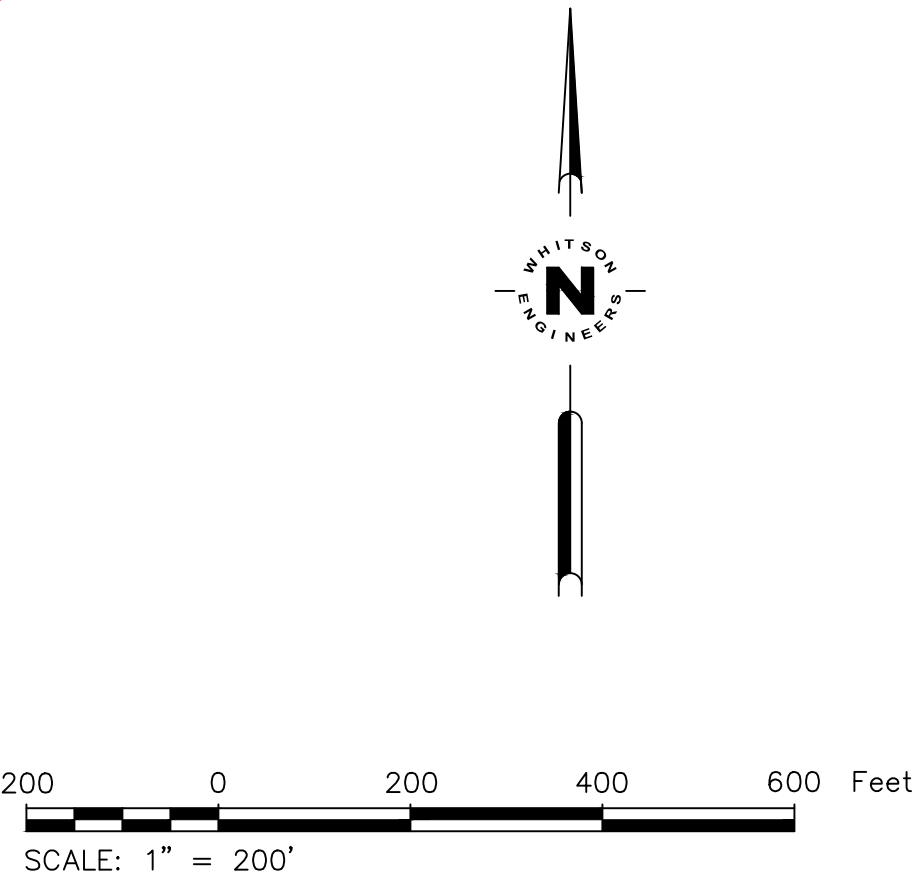


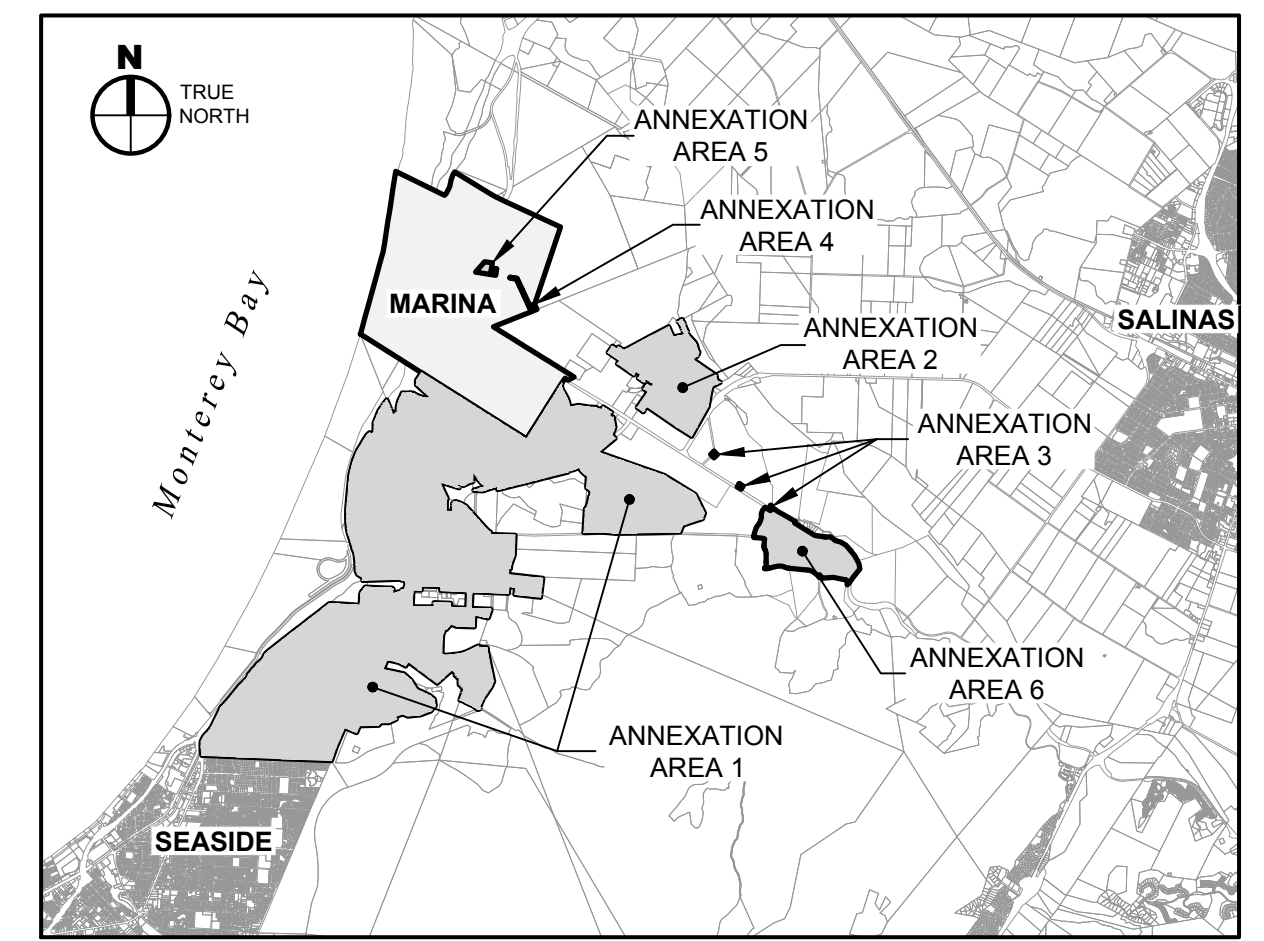
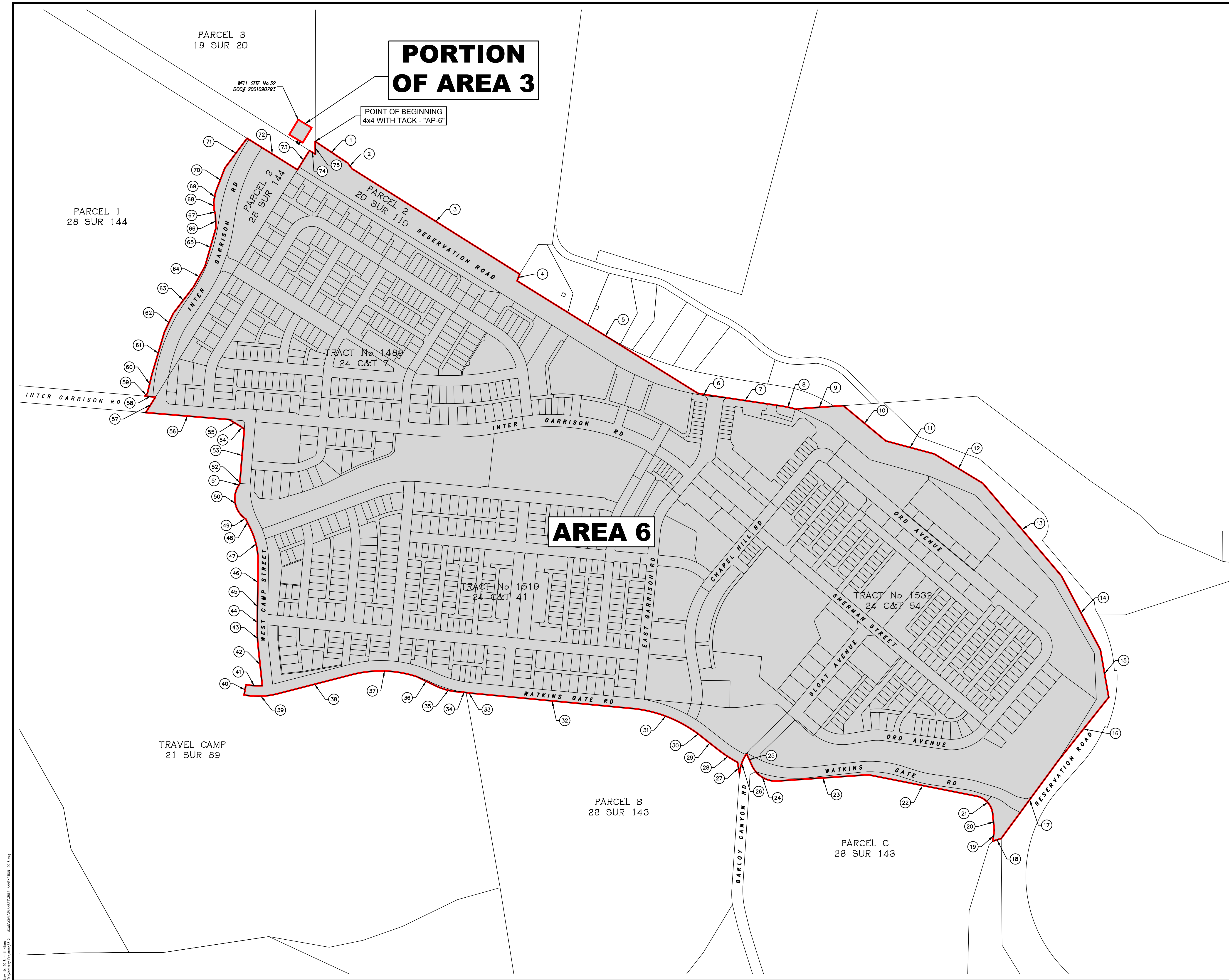
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2018 ANNEXATION

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VICINITY MAP



LEGEND

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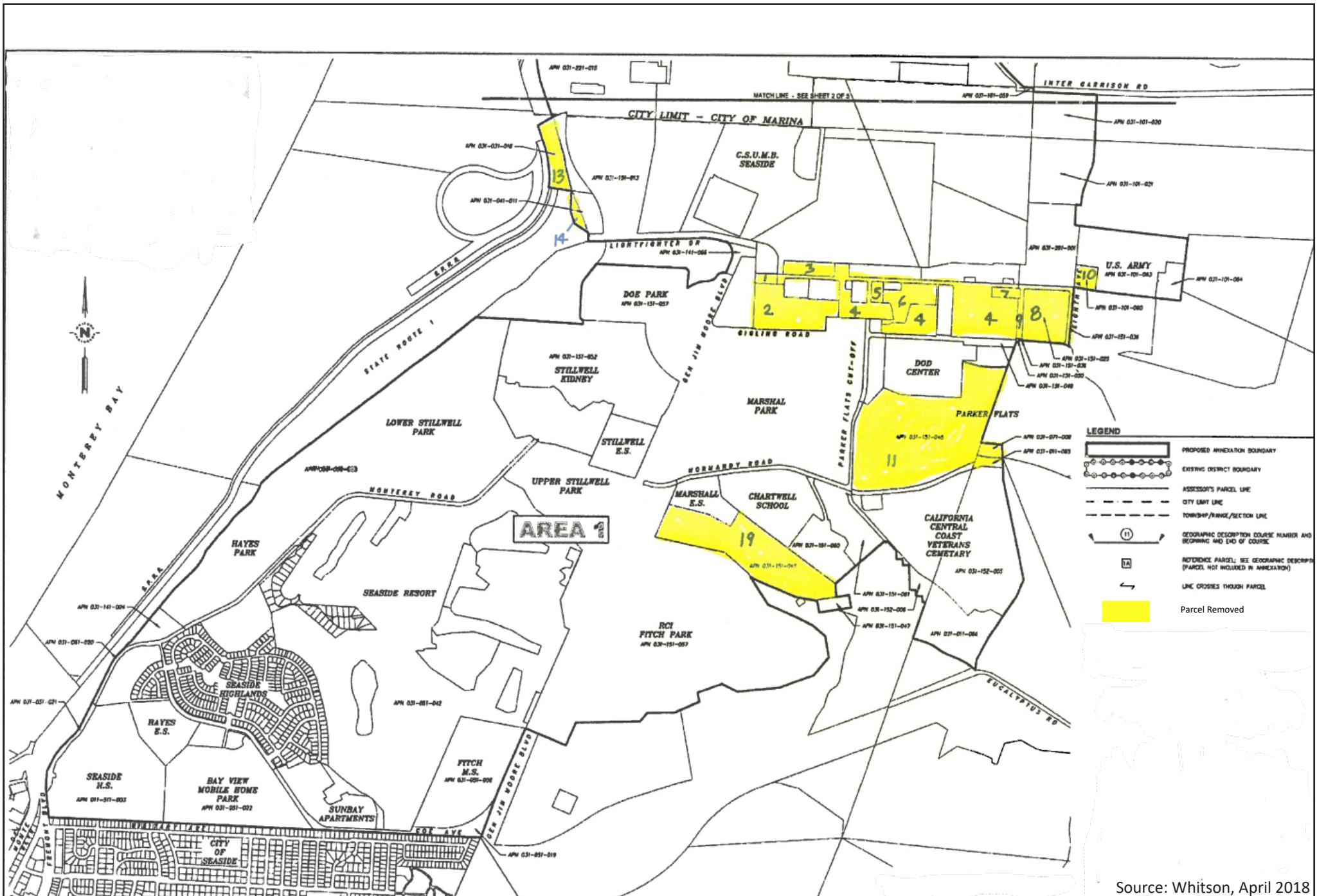
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2018 ANNEXATION

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Source: Whitson, April 2018

Title:
**Settlement Agreement
 Revised Parcel Map - Area 1**



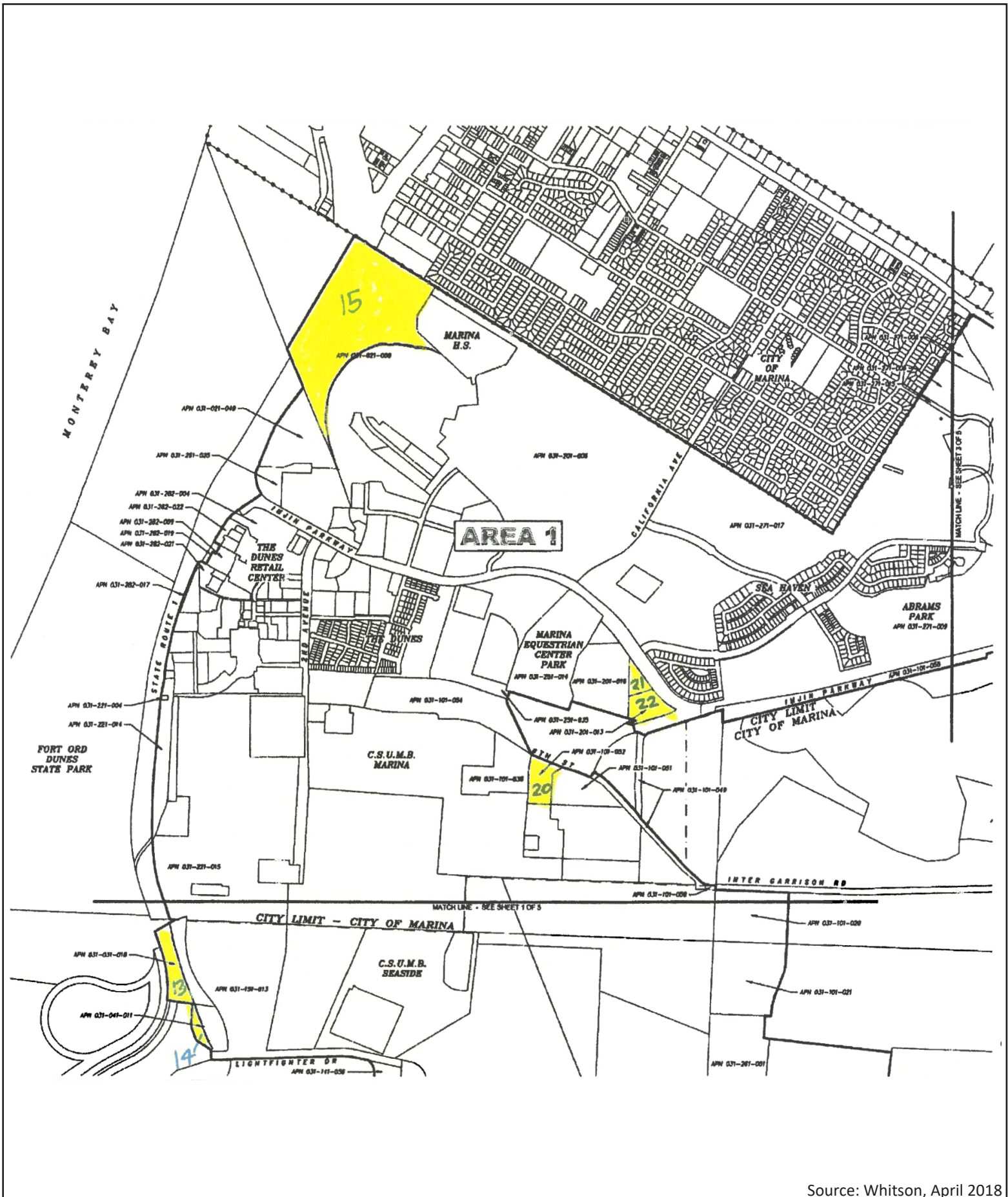
Denise Duffy and Associates, Inc.

Environmental Consultants Resource Planners

947 Cass Street, Suite 5
 Monterey, CA 93940
 (831) 373-4341

Monterey | San Jose

Figure
4a



Source: Whitson, April 2018

Title:

Settlement Agreement Revised Parcel Map - Area 2

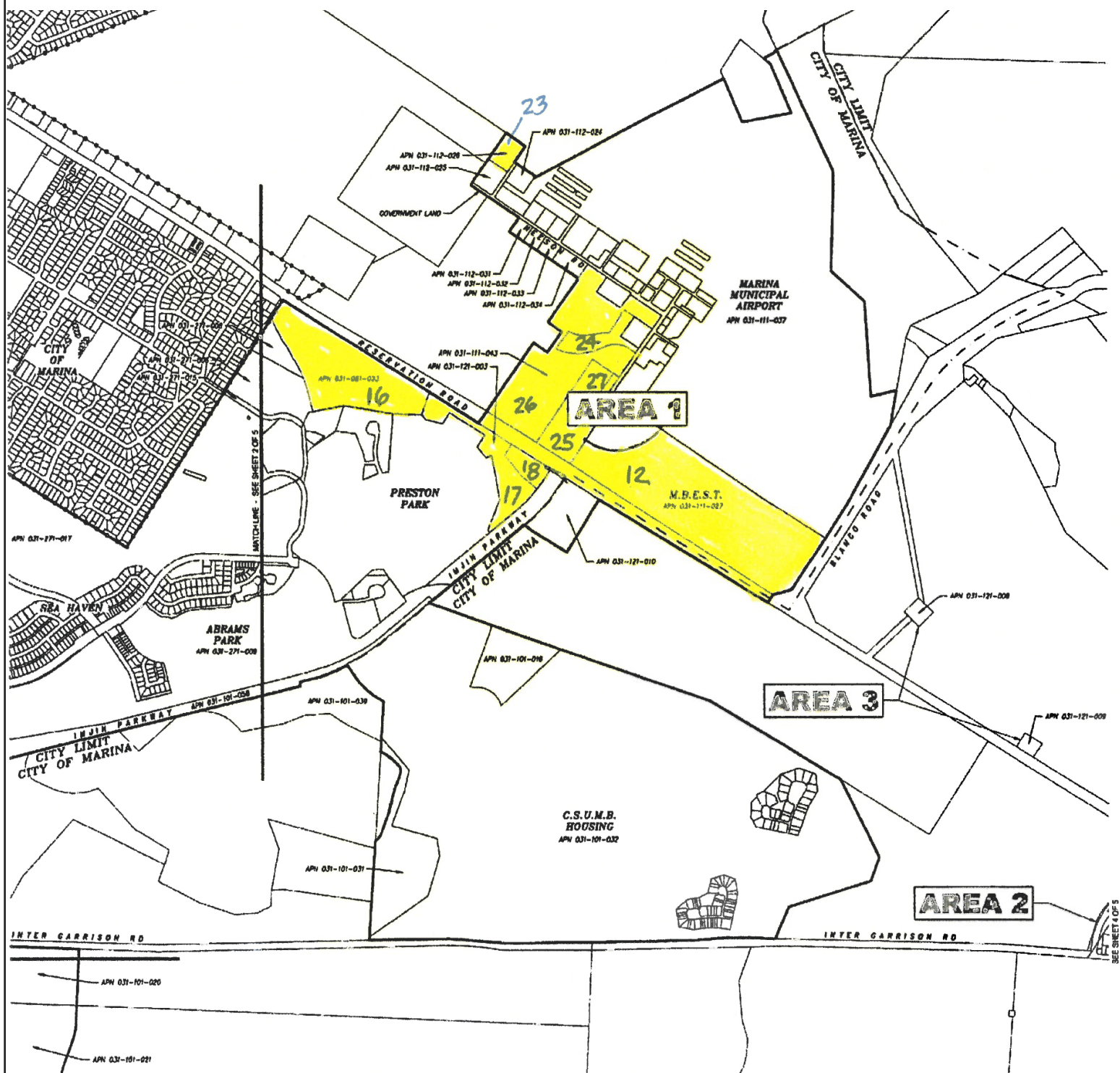


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Figure
4b



Source: Whitson, April 2018

Title:
**Settlement Agreement
 Revised Parcel Map - Area 3**



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Figure
4c