

**AGENDA**  
**FOR THE REGULAR MEETING OF THE  
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD  
TO BE HELD March 7, 2023**

The regular meeting of the Governing Board will be held commencing at 5:30 p.m. The location of the meeting is at 5300 Sixth Street, Carpinteria, CA.

The public is encouraged to participate in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Clerk at [kimg@carpsan.com](mailto:kimg@carpsan.com) by **3:00 P.M. on the day of the meeting**. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Attend the in-person meeting at the Carpinteria Sanitary District Board room.

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**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. BOARD APPROVAL OF AGENDA** AS [SUBMITTED] [MODIFIED]  
Board President asks the Board, public, staff, and legal counsel if there are any additions and/or modifications to the Agenda.

**IV. APPROVAL OF MINUTES** AS [SUBMITTED] [MODIFIED]  
February 21, 2023

**V. PUBLIC FORUM**  
The public may address the Governing Board on items of interest to the public which are not already on this evening's agenda and are within the subject matter jurisdiction of the Board. The time allotted for this discussion shall be pursuant to Board Bylaws.

**VI. MATTERS BEFORE THE BOARD**

**A. GENERAL REPORTS:**

**1. General Manager's Status Report** (Pages 1 - 2)

Description: General Manager to review his written report regarding the following issues:

- Santa Barbara LAFCO March Meeting Report
- Joint Solar Energy Project
- FEMA Disaster Recovery Grant Process
- Operations Update

**2. Cash Contract No. 508 – National Demographics Corporation District Election Transition Support Services** (Pages 3 - 21)

Description: The Board to review and consider approving Cash Contract No. 508 between the District and National Demographics Corporation for services related to District transition from at0large to by-District elections.

Staff Recommendation: Staff recommends that the Board approve Cash Contract No. 508.

**3. Lift Station No. 2 Rehabilitation Project Negotiated Procurement** (Pages 22 - 23)

Description: The Board to review and consider authorizing staff to proceed with a negotiated procurement process to implement the Lift Station No. 2 Rehabilitation Project

Staff Recommendation: Staff recommends that the Board authorize staff to proceed with a negotiated procurement process to implement the Lift Station No. 2 Rehabilitation Project pursuant to Public Contract Code Section 20805.

**4. Resolution No. R-363: Establishing a Board Room Use Policy and Procedure** (Pages 24 - 26)

Description: The Board to review and consider adopting Resolution No. R-363 Establishing a Board Room Use Policy and Procedure.

Staff Recommendation: Staff recommends that the Board adopt Resolution No. R-363 as presented or modified.

**5. Carpinteria Advanced Purification Project (CAPP) Update** (Page 27)

Description: The Board will receive an update status report on the Carpinteria Advanced Purification Project being pursued in conjunction with the Carpinteria Valley Water District. Information on current activities and future tasks or milestones will be presented.

Staff Recommendation: Info Only.

**VII. BOARD ITEMS**

**D. COMMITTEE REPORTS**

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee
- Standing Utilities Committee
- Standing Recycled Water Committee

**E. GENERAL ITEMS**

1. SBCSDA (Santa Barbara – California Special Districts Association) Report
2. Board Member Vacation Dates

### 3. Future Agenda Items

## VIII. ADJOURNMENT

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### **FURTHER INFORMATION AVAILABLE**

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 110 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 111, at least 48 hours prior to the start of the meeting.

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Next Ordinance Available.....#19  
Next Resolution Available.....R-364  
Posting Date.....3/03/23

**MINUTES OF THE REGULAR MEETING OF THE  
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD  
February 21, 2023**

These are the **minutes** of the **regular** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a regular meeting on **February 21, 2023**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

The agenda notice for this meeting, including instructions for the public to provide comments, was posted in the front window of the administrative office of the Carpinteria Sanitary District and on the District's website at least 72 hours in advance of the meeting.

**I. CALL TO ORDER**

President Modugno called the meeting to order at 5:30 p.m. and noted that all Directors were present at tonight's meeting.

Directors Present:     Mike Modugno – President  
                             Michael Damron – President Pro-Tem  
                             Gerald Velasco - Treasurer  
                             Debbie Murphy – Secretary Pro-Tem  
                             Lin Graf - Treasurer

Staff Present:             Craig Murray – General Manager  
                                 Kim Garcia – Board Clerk

Legal Counsel  
Present:                     Karl H. Berger – Hensley Law Group (by Zoom video-conference)

Public Present:             Gary Campopiano (by Zoom video-conference)

**II. PLEDGE OF ALLEGIANCE**

President Modugno led the Pledge of Allegiance.

**III. BOARD APPROVAL OF AGENDA**

President Modugno asked if there were any modifications and/or changes to the agenda. Hearing none, the agenda was approved as submitted.

**IV. BOARD APPROVAL OF MINUTES OF THE MEETING OF January 17, 2023**

Director Damron made a motion, seconded by Director Graf that the Board approve the minutes of the January 17, 2023 Regular Board meeting as presented. The motion carried by the following vote:

AYES:	4	Graf, Murphy, Damron, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	1	Velasco

## **V. PUBLIC FORUM**

None.

## **VI. MATTERS BEFORE THE BOARD**

### **A. GENERAL REPORTS:**

#### **1. General Manager's Status Report**

General Manager reviewed his written report regarding the following items:

- Process Stabilization Project Status
- Clarifier Scum Trough Project
- CASA Winter Conference Report
- SAMA Meeting Report
- New Vehicle Deliveries
- Operations Update

#### **2. WWTP Floodwall Emergency Protective Measures; Termination of Emergency Action**

General Manager reviewed his staff report related to terminating the emergency action for the January 2023 storm event and associated repairs to the floodwall protecting District facilities. The District completed emergency action necessary to protect the District's wastewater facility. Therefore, it is no longer necessary to continue the emergency condition.

Mr. Campopiano raised concerns regarding the aesthetics of the riprap that was placed and asked about restoration plans. General Manager responded that the majority of the rock that was placed to protect the eroded creek bank by the State Parks on their property.

Director Damron made a motion, seconded by Director Murphy that the Board terminate the emergency action related to the January 2023 atmospheric river storm event and associated repairs to the floodwall protecting District facilities in accordance with Public Contract Code Section 22050 (c)(3). The motion carried by the following vote:

AYES:	5	Graf, Murphy, Damron, Modugno, Velasco
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

#### **3. RESOLUTION NO. R-362; Designation of Subrecipient's Agent Resolution CalOES Form 130**

General Manager reviewed his staff report related to Resolution No. R-362; Designation of Subrecipient's Agent. If adopted, Resolution No. R-362 would authorize the General Manager or Board President or Board Secretary to act as agent for the board on matters and agreements for state and federal disasters for a three-year period from the date of adoption.

Director Damron made a motion, seconded by Director Velasco that the Board adopt Resolution No. R-362. The motion carried by the following roll call vote:

AYES:	5	Graf, Murphy, Damron, Modugno, Velasco
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

**4. Board Room Use Policy Development**

General Manager reviewed his staff report related to adopting a policy regarding use of the District's Board Room.

After discussion, the Board provided direction to staff for development of a policy which allows governmental and local non-profit agencies use of the facility at no cost or for nominal fee. Additional guidance on policy language was conveyed and Board members confirmed that a policy document would be brought back for approval at a subsequent meeting. Staff would develop detailed requirements for use of the Board Room that addressed insurance, security deposits and other matters.

No Board action was taken on this item.

**5. Update to District Personnel Rules and Regulations: Chapter 3 of the District Code**

The District Administrator reviewed the staff report related to the Update to District Personnel Rules and Regulations and highlighted proposed edits which are primarily intended to incorporate recent changes in State employment law as recommended by the District's labor counsel. District staff was provided an opportunity to review and comment on the proposed changes and to suggest any other modifications to the personnel rules and regulations.

Director Damron made a motion, seconded by Director Graf that the Board approve the updated version of Chapter 3 of the District Code, Personnel Rules and Regulations as presented. The motion carried by the following roll call vote:

AYES:	5	Murphy, Damron, Graf, Velasco, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

**6. California Special Districts Association Board of Directors – Call for Nominations**

General Manager reviewed his staff report related to the call for nominations for one open seat in Region 5 for the Board of Directors of the California Special Districts Association. This item was placed on the Agenda in case anyone was interested in running for election or knew of any candidates to nominate.

No Board action was taken on this item.

**7. Carpinteria Advanced Purification Project**

General Manager provided an update related to the Carpinteria Advanced Purification Project.

## **VII. BOARD ITEMS**

### **A. COMMITTEE REPORTS**

#### Standing Finance Committee

None.

#### Standing Personnel Committee

Director Velasco reported on the meeting held February 10, 2023.

#### Standing Public Relations Committee

None.

#### Standing Utilities Committee

None.

#### Standing Recycled Water Committee

President Modugno reported on the meeting held February 15, 2023

### **B. GENERAL ITEMS**

#### SBCSDA (Santa Barbara California Special Districts Association) Report

None.

#### CSRMA Report

None.

#### Board Member Vacation Dates

None.

#### Future Agenda Items

Staffing certification requirements and long-term succession planning.

## **VIII. ADJOURNMENT**

There being no further items to discuss, President Modugno adjourned the meeting at 6:22 p.m.

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Mike Modugno  
President

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Michael Damron  
President Pro-Tem

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Gerald Velasco  
Secretary

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Debbie Murphy  
Secretary Pro-Tem

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Lin Graf  
Treasurer



# Carpinteria Sanitary District

Board of Directors Meeting  
General Manager's Status Report

TO: Board of Directors

FROM: Craig Murray, P.E. – General Manager

**SUBJECT: General Manager's Status Report**

DATE: March 7, 2023

**Santa Barbara LAFCO March Meeting Report.** I attended the March 7<sup>th</sup> LAFCO hearing in Santa Barbara. Two items of interest to the District were considered. An annexation and sphere of influence amendment were approved for 3266 Beach Club Road. The commissioners also received the public review draft of the Municipal Service Review and Sphere of Influence Update for Agencies Providing Water, Wastewater, Recycled Water, and Stormwater Services in Santa Barbara County. This document provides analysis and assessment of regional services, and also includes a detailed MSR document for the District that the Board has seen previously in draft form. It is expected that LAFCO will consider approval of the entire programmatic review document at their April 2023 meeting. At the recent meeting, the Commission was responsive to District testimony regarding potential inclusion of greenhouse parcels in the District's sphere based on repeated requests for service and the possibility of capturing wastewater flows that could enhance indirect potable reuse opportunities in Carpinteria.

**Joint Solar Energy Project.** Optony received responses to the joint RFP to provide solar generation at various locations on behalf of the City of Carpinteria, Carpinteria Valley Water District and our agency. Two proposals were received; one from Valta and one from Gridscape. For the District's wastewater treatment facility, neither proposal was particularly attractive as presented. Both are power purchase agreement offers, with one including battery storage. Optony is continuing to review the submittals. We will evaluate other options for on-site generation and battery storage for comparative purposes.

**FEMA Disaster Recovery Grant Process.** The District has initiated steps to obtain reimbursement funding for costs incurred related to the January 9<sup>th</sup> storm event and associated damage to infrastructure. We held an Exploratory Call with FEMA and CalOES staff on February 28<sup>th</sup> and have a Recovery Scoping Meeting Scheduled on March 20<sup>th</sup>. We are hoping that conditions allow for an inspection of the ocean outfall, which may have been impacted, in the near term. Material disposal at Ash Avenue, upcurrent of the outfall, has not allowed this to date.

## **Operations Update**

System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES permit. Flows have remained elevated since the late February rain events.
- Annual priority pollutant sampling is scheduled for the month of May. Jacob is seeking proposals from alternative laboratories to ensure pricing and service is competitive.
- The collection system is operating well with no reported problems or SSO events.

- District logos were installed on the new collection system vehicles
- Nearly the entire operations team will be attending the CWEA Tri-Counties Section March Workshop in Goleta on March 15<sup>th</sup>.
- Cannon staff will be on site the week of March 6<sup>th</sup> making some SCADA system improvements related to the ongoing process stabilization project.



# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

**SUBJECT: Cash Contract No. 508 – National Demographics Corporation  
District Election Transition Support Services**

DATE: March 7, 2023

**REQUESTED ACTION:** Board approval of Cash Contract No. 508 between the Carpinteria Sanitary District and National Demographics Corporation (NDC) for the provision of professional services in support of the District's transition from at-large to by-district elections.

**FUNDING SOURCE:** Account 5849 – Professional Services

**BACKGROUND:** On June 21, 2022 the Board approved Resolution No. R-355 declaring its intent to transition from an at-large election system to a district based election system pursuant to California Elections Code section 10010. This action was in response to a claim received in May 2022 alleging that the District's at-large electoral system violates the California Voting Rights Act (CVRA). Subsequently, in August of 2022, the District entered into a comprehensive settlement agreement with claimants Fred Castro and Frank Gonzalez. The agreement required the District to pay claimants \$10,000 and to develop and consider adoption of an ordinance effecting the transition to by-district elections on or before September 1, 2023.

The first step in the transition process is to engage a demographer. National Demographics Corporation (NDC) has provided demographic consulting and support services to the City of Carpinteria, Carpinteria Valley Water District and Carpinteria Unified School District. They are currently engaged by Carpinteria Summerland Fire Protection District (CSFPD) to assist them with their transition to by-district elections. Based on their extensive, local experience and expertise, we requested a proposal from NDC to provide support services to the District.

While Resolution No. R-355 authorized the District General Manager to retain a consultant to provide demography and related services, to maximize transparency we are asking to the Board to consider approving an agreement with NDC. Cash Contract No. 508, attached to this staff report, includes a proposed scope of work and fee proposal from NDC. Their work would include demographics, mapping and public engagement as necessary to meet statutory procedural requirements. In addition to a base fee and per-meeting costs, there are optional services the District may consider, including development of a website and/or public mapping tool.

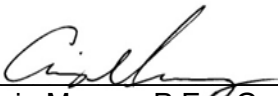
Because we can realize some efficiencies proceeding concurrently with CSFPD, NDC reduced their base fee by ten percent for this effort. As drafted, Cash Contract No. 508 contemplates four public meetings with NDC participating remotely by Zoom and it excludes the optional services. The Board can choose to modify the agreement at its discretion now, or during project execution.

**RECOMMENDATION:** Staff recommends that the Board review and approve Cash Contract No. 508 between the Carpinteria Sanitary District and National Demographics Corporation for the provision of professional services in support of the District's transition from at-large to by-district elections, with a not to exceed contract amount of \$19,950.

**SUGGESTED MOTION:** I move that the Board approve Cash Contract No. 508 between the Carpinteria Sanitary District and National Demographics Corporation dated March 7, 2023.

M\_\_\_\_\_ S\_\_\_\_\_

Ayes\_\_\_\_\_ Nays\_\_\_\_\_ Abstentions\_\_\_\_\_

Prepared By: \_\_\_\_\_  
Craig Murray, P.E. - General Manager

Attachments: Cash Contract No. 508  
Resolution No. R-355

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# **CASH CONTRACT #508**

## **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CARPINTERIA SANITARY DISTRICT AND NATIONAL DEMOGRAPHICS CORPORATION**

**THIS AGREEMENT** is entered into this 7<sup>th</sup> day of March 2023, by and between the CARPINTERIA SANITARY DISTRICT, a public utility district formed under the laws of California (“DISTRICT”) and National Demographics Corporation , a California Corporation (“CONSULTANT”). The Parties agree as follows:

### **1. CONSIDERATION.**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT a sum not to exceed \$19,500 for CONSULTANT’s services. DISTRICT may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, DISTRICT will pay this sum as specified in the attached Exhibit “A,” which is incorporated by reference.

### **2. SCOPE OF SERVICES.**

- A. CONSULTANT will perform services listed in the attached Exhibit “A”, NDC Standard Districting Scope of Work and Project Pricing, which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by DISTRICT, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**3. PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. DISTRICT will continuously monitor CONSULTANT's services. DISTRICT will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to DISTRICT's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

**4. PAYMENTS.** For DISTRICT to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to DISTRICT which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

**5. NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the DISTRICT. In the event the DISTRICT has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

**6. ADDITIONAL WORK.**

- A. DISTRICT's General Manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$15,000 for Additional Work must be approved by DISTRICT's Board of Directors. All Additional Work will be subject to all other terms and provisions of this Agreement.

**7. FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
  - i. Carefully investigated and considered the scope of services to be performed;
  - ii. Carefully considered how the services should be performed; and
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform DISTRICT of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from DISTRICT.

8. **TERM.** The term of this Agreement will be from March 7, 2023 to December 15, 2023. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
  - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
  - ii. DISTRICT gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, DISTRICT may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit "A" - NDC Standard Districting Scope of Work and Project Pricing

12. **CHANGES.** DISTRICT may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from changes in the services will be determined in accordance with written agreement between the parties.

**13. TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.

**14. PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**15. WAIVER.** DISTRICT's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights DISTRICT may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by DISTRICT of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

**16. TERMINATION.**

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with DISTRICT's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; DISTRICT will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from DISTRICT's termination under this Section.

**17. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are DISTRICT's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to DISTRICT upon DISTRICT's written notice. DISTRICT agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at DISTRICT's own risk.

**18. PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public DISTRICT without DISTRICT's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by DISTRICT, unless otherwise provided by written agreement between the parties.

**19. INDEMNIFICATION.**

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at DISTRICT's request reimburse defense costs for DISTRICT and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from DISTRICT's sole negligence or willful misconduct.
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds DISTRICT harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from DISTRICT's sole negligence or willful misconduct. Should DISTRICT be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**20. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without DISTRICT's written approval are prohibited and will be null and void.

**21. INDEPENDENT CONTRACTOR.** DISTRICT and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the DISTRICT as to end results of the work only.

**22. AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. DISTRICT will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

**23. INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by DISTRICT will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to DISTRICT.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by DISTRICT arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to DISTRICT duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, DISTRICT may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow DISTRICT, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the General Counsel and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should DISTRICT pay the SIR or deductible on DISTRICT’s behalf upon the CONSULTANT’S failure

or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, DISTRICT may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by DISTRICT due to the breach.

**24. USE OF SUBCONTRACTORS.** CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**25. INCIDENTAL TASKS.** CONSULTANT will meet with DISTRICT monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

**26. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Douglas Johnson  
National Demographics Corporation  
1520 N. Pacific Avenue  
Glendale, CA 91221  
(310) 200-2058  
djohnson@ndcresearch.com

If to DISTRICT:

Attention: Craig Murray  
Carpinteria Sanitary District  
5300 Sixth Street  
Carpinteria, CA 93013  
(805) 684-7214 x112  
craigm@carpsan.com

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

**27. CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, DISTRICT's conflict of interest regulations.

**28. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this Agreement without liability.

**29. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of

any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or DISTRICT's obligations under this Agreement.

**30. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Santa Barbara County.

**31. COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

**32. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are [Click here to enter text](#). Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**33. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**34. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

**35. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. DISTRICT's Manager, or designee, may execute any such amendment on behalf of DISTRICT.

**36. ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

**37. CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

**38. TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

**39. FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the

natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

**40. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public DISTRICT.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first hereinabove written.

**CARPINTERIA SANITARY DISTRICT**

**NATIONAL DEMOGRAPHICS CORP.**

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**Mike Modugno**  
**President, Board of Directors**

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**Douglas Johnson**  
**President**

March 1, 2023

**NDC Standard Districting Scope of Work**

- Districting Project Setup and coordination:
  - Development of demographic database including Census Bureau and California Statewide Database data of total population, citizen voting age population, voter registration, voter turnout, and socio-economic data on language spoken at home, renters vs homeowners, age, education level, and other factors useful in identifying communities of interest;
  - Incorporation of any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
  - Initial telephonic discussion with about data, communities of interest, schedule, criteria and special concerns of the jurisdiction;
  - Assist jurisdiction with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
  - Assist jurisdiction with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables list;
  - Provide progress reports on an as-needed basis as determined by the project manager and meet regularly with project team;
  - Any phone- or web-conference calls to discuss the project's progress or to answer any questions that may arise;
  - Provide education and guidance on required redistricting criteria, and advice on selecting optional redistricting criteria, for staff and elected officials;
- Districting Plan Development:
  - Creation of 2 to 4 initial draft maps;
  - Analysis and preparation for presentation of all whole or partial plans submitted by the public;
  - Conversion of all maps and reports to web-friendly versions;
  - Online posting of all maps to an interactive review website;
  - Create any requested additional and/or revised maps as requested;
- Plan implementation:
  - Provide spatial data in GIS-friendly format of any dataset used or created for this project to staff upon request;
  - Work with the County Registrar of Voters to implement the final adopted plan;
- Project Options
  - Number of virtual or in-person meetings (and resulting per-meeting fee);
  - Consultant-prepared and -managed project website;
  - Online mapping tool allowing residents to draw and submit maps;
  - Paper-based mapping tool allowing residents to draw and submit maps.



## Project Pricing

1. **Redistricting Project Elements** (Covers everything listed above except for per-meeting and optional expenses):..... \$ 13,950

2. **Per-Meeting expense:**

- In-person attendance, per meeting ..... \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,500

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

- a) Project website ..... \$ 4,500
- b) Public mapping tool options:
  - Online and paper system including all elements below ..... \$ 3,500
    - DRA (an easy-to-use online mapping tool, also known as "Dave's Redistricting App")
    - Public Participation Kit paper- and Excel-based mapping tool
- c) Public Participation Kit mapping tool alone ..... \$ 2,500

## **RESOLUTION NO. R-355**

### **A RESOLUTION OF THE CARPINTERIA SANITARY DISTRICT PURSUANT TO ELECTIONS CODE §§ 10010, 10508, AND 10650 STATING THE BOARD OF DIRECTORS' INTENT TO INITIATE PROCEDURES FOR ESTABLISHING AND IMPLEMENTING DISTRICT BASED ELECTIONS FOR BOARD DIRECTORS**

The Board of Directors of the Carpinteria Sanitary District (the “District”) does resolve as follows:

**SECTION 1:** The Board of Directors finds and declares as follows:

- A. On May 12, 2022, the District received a notice from a perspective plaintiff as contemplated by Elections Code § 10010(E)(1) alleging violations of the California Voting Rights Act of 2001 (“CVRA”) codified at Elections Code §§ 14025, *et seq.*;
- B. The Board of Directors asserts that this allegation is contradicted by the election records and the current composition of the Board of Directors. Moreover, a district-based election system will negatively affect the ability of all voters, including those in protected classes, to influence governance of the Carpinteria Sanitary District;
- C. The broad language of the CVRA, however, makes it difficult for the District to defend against any potential challenge. Based upon the experience of other public entities, it is apparent that a significant amount of rate-payer monies would be unnecessary expended in any such defense;
- D. Accordingly, it is in the public interest for the Board of Directors to adopt this Resolution and commence the process for transitioning to district-based elections. Based upon the date (May 12, 2022) the District received correspondence, the Board of Directors must act by June 26, 2022 to adopt this Resolution;
- E. In adopting this Resolution, the Board of Directors declares its intent to transition from an at-large system to a district-based elections system in accordance with Government Code § 34886 and Elections Code § 10010 for the next general District election in 2024;
- F. The District will begin work with the County of Santa Barbara to assist the District in establishing district maps for the public’s consideration;
- G. Before drawing draft maps of the proposed boundaries of election districts, the District will hold at least two public hearings over not more than 30 days, at which time the public is invited to provide input regarding the composition of the districts;

- H. The District will then publish and make available for release at least one draft map of the newly proposed electoral districts, including the potential sequence of elections shown;
- I. Once the draft map is publicized for at least seven days, the District will hold at least two additional public hearings over a period of not more than 45 days at which time the public is invited to provide input regarding the content of the draft map and the proposed sequence of elections before the public hearing at which the Board of Directors considers a map;
- J. If a draft map is revised at or following a public hearing, the revised map will be published and made available to the public at least seven days before the Board of Directors considers it; and
- K. In determining the final sequence of staggered district elections, the Board of Directors will give special consideration to the purposes of the CVRA, and will take in to account the preferences expressed by the members of the districts.

SECTION 2: *Environmental Assessment.* This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*; “CEQA Guidelines”) in that it is not a “project” for purposes of CEQA (as defined by CEQA Guidelines § 15378). Specifically, this Resolution proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines § 15378(b)(5)). Further, even if this Resolution was deemed a “project,” and therefore subject to CEQA, the Resolution would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3)).

SECTION 3: *Declaration of Intent.* Based upon the foregoing, the Board of Directors declares its intent pursuant to Elections Code §§ 10010, 10508, and 10650 to adopt a district-based election system for use in the District's General Election for Board of Directors beginning in 2024. The exact nature of that district-based system will be determined during the public hearing process.

SECTION 4: *Public Hearings; Schedule.* The Board of Directors resolves to hold at least five public hearings and publish at least one draft map and staggering sequence, pursuant to the tentative hearing schedule attached as Exhibit "A," and incorporated by reference. All public hearings must be noticed by posting on the District's website at least 10 calendar days in advance of the hearing and publicizing in a newspaper of general circulation at least 10 days in advance of the hearing. If desirable, the General Manager may also publicize such hearings in other media including, without limitation, other newspapers, the District's newsletter, and appropriate social media sites.

SECTION 5: *Delegation of Authority.* The General Manager, or designee, will retain a consultant – without further approval of the Board – and administer it to direct and formulate one or more electoral district scenarios for review by the public and Board of Directors at two or more public hearings, in accordance with the District's proposed timeline. Working with that consultant, the General Manager is directed to publicize relevant maps; information; notices; agendas; and other materials regarding district elections. Further, the General Manager will establish means of communication to answer questions from the public. To accomplish these tasks in an expeditious manner, the General Manager is authorized to execute such agreements and ancillary documents, in a form approved by the General Counsel, as are necessary to implement the purpose of this Resolution.

SECTION 6: *Safe Harbor.* The Board seeks to avoid the high cost of litigation. Consequently, it chooses to expeditiously change to a district-based election system pursuant to Elections Code § 10010 (“Safe Harbor”). This limits the District’s potential exposure to paying attorney’s fees to a total of \$30,000, depending upon the actual work completed by the perspective plaintiff. The District’s General Manager, together with the District’s legal counsel, is authorized and directed to execute, deliver, and undertake such actions as are necessary to comply with the Safe Harbor Provision, the CVRA, and the goals of this Resolution. This includes, without limitation, verifying the actual costs incurred by the perspective plaintiff.

SECTION 7: *Right to Repeal.* The District may repeal this resolution in accordance with California law should the CVRA be amended to allow retention of an at-large election system when it is in the best interest of the District and its constituents.

SECTION 8: *Effective Date.* This Resolution will become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Governing Board of the Carpinteria Sanitary District on the 21st day of June 2022 by the following vote:

**AYES:** Graf, Damron, Modugno, Murphy

**NAYS:** Velasco

**ABSENT:** None.

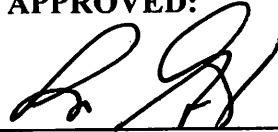
**ABSTENTIONS:** None.

Resolution No. R-355 was thereupon declared, carried, and adopted.

Dated this 21st day of June 2022.

**We certify that the above is a true and correct copy of Resolution No. R-355, adopted by the Board of Directors of the Carpinteria Sanitary District on June 21, 2022.**

**APPROVED:**



\_\_\_\_\_  
Lin Graf  
President, Board of Directors

**ATTEST:**



\_\_\_\_\_  
Mike Damron  
Secretary, Board of Directors

**APPROVED AS TO FORM:**

**EXHIBIT “A”**  
**TENTATIVE PUBLIC HEARING SCHEDULE**

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<b>DATE</b>	<b>EVENT</b>	<b>COMMENT</b>
June 21, 2022	Adopt Resolution of Intent	CVRA Lawsuit cannot be commenced for 90 days. Elec. Code § 10010(e)(3)(B) & Ex. Orders N-34-20 & N-48-20
June 22, 2022 to July 9, 2022	Engage Demographer	NO MAPS YET DRAWN
July 19, 2022	1 <sup>st</sup> Public Hearing	Re: Composition of Director Divisions NO MAPS YET DRAWN
August 2, 2022	2nd Public Hearing (Within 30 Days of 1st Public Hearing) Provide Instruction to Demographer About Criteria to Guide Development of Electoral Districts	Re: Composition of Director Divisions NO MAPS YET DRAWN
August 10, 2022	Deadline for Receipt of Maps From Members of Public	
August 12, 2022	Publish Draft Maps and Potential Sequence of Elections for Each Map	
August 16, 2022	3rd Public Hearing	Re: Draft Maps and Election Sequence
September 6, 2022	4th Public Hearing (Within 45 Days of 3rd Public Hearing) Select Preferred Map for Adoption	Re: Draft Maps and Election Sequence
September 20, 2022	5th Public Hearing Approval or Defeat of Resolution Establishing By District Elections	To be used at next feasible election for members of the Board of Directors



# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

**TO:** Board of Directors

**FROM:** Craig Murray, P.E. - General Manager

**SUBJECT:** Lift Station No. 2 Rehabilitation Project  
Negotiated Procurement

**DATE:** March 7, 2023

**REQUESTED ACTION:** It is requested that the Board authorize staff to proceed with a negotiated procurement process to implement the Lift Station No. 2 Rehabilitation Project.

**BACKGROUND:** The District undertook a public bid solicitation process for its Lift Station No. 2 Rehabilitation Project. A Notice Inviting Bids was distributed and advertised on Construction Bid Board on November 3, 2022. The Notice was also published in the Santa Barbara News Press. A mandatory pre-bid conference and site visit was held on November 29<sup>th</sup>. Bids were due on Tuesday, December 13<sup>th</sup>, but unfortunately no bids were submitted.

Section 20805 of the California Public Contract Code (copy attached), states that "If no bids are received the district board may have the project done without further complying with this article." Accordingly, staff would like to proceed with execution of this important project using a negotiated procurement approach.

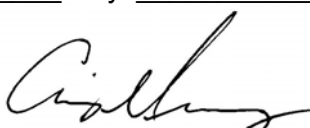
If authorized, the plan would be to engage a qualified engineering contractor to perform the mechanical work, a specialty coating contractor to perform the wetwell lining, and a general contractor to perform the site work and minor building improvements. Individual contracts will come back to the Board for consideration and approval in accordance with District purchasing policy.

**RECOMMENDATION:** Staff recommends that the Board authorize staff to proceed with a negotiated procurement process to implement the Lift Station No. 2 Rehabilitation Project pursuant to Public Contract Code Section 20805.

**SUGGESTED MOTION:** I move that the Board direct authorized staff to proceed with negotiated procurement processes to implement the Lift Station No. 2 Rehabilitation Project.

M\_\_\_\_\_ S\_\_\_\_\_

Ayes\_\_\_\_\_ Nays\_\_\_\_\_ Abstentions\_\_\_\_\_

Prepared by:   
Craig Murray, P.E. - General Manager

Attachments: PCC Section 20805

**State of California**

**PUBLIC CONTRACT CODE**

**Section 20805**

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20805. In its discretion, the district board may reject any bids presented and readvertise. If two or more bids are the same and the lowest, the district board may accept the one it chooses. If no bids are received the district board may have the project done without further complying with this article.

(Added by Stats. 1983, Ch. 256, Sec. 95.)



# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

**TO:** Board of Directors

**FROM:** Craig Murray, P.E. – General Manager

**SUBJECT:** Resolution No. R-363: Board Room Use Policy and Procedure

**DATE:** March 7, 2023

**REQUESTED ACTION:** Board to review and consider adoption of Resolution No. R-363 establishing policy and procedures for outside use of the District Board Room.

**BACKGROUND:** The new District Board Room was designed to allow for a variety of uses beyond its primary function as a space for public meetings of the District Board of Directors. The conceptual plan has been to provide a space for a community meeting room. At its last regular meeting, the Board provided direction to staff regarding specific criteria and requirements for outside use of the District Board Room.

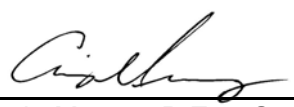
Resolution No. R-363 was drafted to set forth the basic framework and requirements for Board Room use by outside entities. Use would be limited to government and local nonprofit organizations and would require proof of insurance, a security deposit and potentially a nominal administration fee. If adopted, District staff would develop detailed procedures for prospective users of the facility (requirements, forms, etc.) that implement established Board policy.

**RECOMMENDATION:** Staff recommends that the Board review and consider adoption of Resolution No. R-363.

**SUGGESTED MOTION:** I move that the Board adopt Resolution No. R-363 as presented (modified).

M\_\_\_\_\_ S\_\_\_\_\_

Ayes:\_\_\_\_\_ Nays:\_\_\_\_\_ Abstentions:\_\_\_\_\_

Prepared By:   
Craig Murray, P.E. – General Manager

Attachments: Resolution No. R-363

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## **RESOLUTION NO. R-363**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARPINTERIA SANITARY DISTRICT ADOPTING A USE POLICY AND PROCEDURE FOR USE OF THE DISTRICT BOARD ROOM**

BE IT RESOLVED by the Board of Directors of the Carpinteria Sanitary District as follows:

**SECTION 1:** The District Board of Directors finds as follows:

- A. There is a need for a uniform policy that provides guidelines for use of the District Board Room and related facilities located at 5300 Sixth Street by outside entities.
- B. The District Board Room is a government building which is intended to be primarily used for legislative and other governmental functions.
- C. The District Board Room is also a public building that, to the extent practicable, should be available for public use, recognizing that such use should not interfere with District's primary purpose.
- D. Based, in part, upon these findings, the District believes that it is in the public interest to adopt policies regarding the use of facilities.

**SECTION 2:** GENERALLY.

- A. District board members and District employees have first priority for using the District Board Room for District business.
- B. Use of the District Board Room is otherwise limited to other government agencies and local nonprofit organizations.
- C. Political campaigning and activities supporting political campaigns may not be held in the District Board Room. The District General Manager, however, may grant permission for non-partisan organizations to conduct events held for voter information and education, such as candidate debates.
- D. Religious organizations, including, without limitation, churches, temples, and their affiliates, may not conduct religious services in District Board Room. Religious services, for purposes of this Resolution, include all forms of worship. This restriction is not, and should not be construed to be, a limitation on the ability of religious organizations to use the District Board Room for purposes generally available to other nonprofit organizations.

**SECTION 3:** BOARD ROOM USE REQUIREMENTS

- A. Use of the District Board Room and related facilities shall be by reservation only and at the discretion of the District General Manager or District Administrator.
- B. Parties wishing to use the District Board Room and related facilities must provide evidence of insurance and an endorsement in a form acceptable to the District in advance of the meeting or event.

- C. Parties wishing to use the District Board Room and related facilities must provide a security deposit in advance of the meeting or event. In the event the facilities require cleaning or repair following the meeting or event, the District may retain the security deposit to cover any incurred costs therefore. Parties must also agree to pay for any damages in excess of the deposit amount.
- D. No fee for use of the District Board Room and related facilities will be assessed to qualified parties, however, the District reserves the right to charge a nominal fee to cover administrative costs associated with reservations, documentation, user coordination and associated tasks.
- E. The District may limit the frequency or duration of use of the District Board Room and related facilities. Such limitation will be at the discretion of the District General Manager or District Administrator.

**SECTION 4: BOARD ROOM USE PROCEDURES.** The District General Manager is authorized to promulgate administrative policies and procedures to implement and facilitate the directives set forth in this Resolution.

**SECTION 5:** This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

**PASSED AND ADOPTED** at the regular meeting of the Board of Directors of the Carpinteria Sanitary District held March 7, 2023, carried by the following roll call vote:

**AYES:**

**NAYS:**

**ABSTENTIONS:**

**ABSENT:**

Resolution No. R-363 was thereupon declared, carried, and adopted.

Dated this 7<sup>th</sup> day of March, 2023.

**We certify that the above is a true and correct copy of Resolution No. R-363, adopted by the Board of Directors of the Carpinteria Sanitary District on March 7, 2023.**

**APPROVED:**

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Lin Graf  
President, Board of Directors

**ATTEST:**

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Michael Damron  
Secretary, Board of Directors



# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

**TO:** Board of Directors

**FROM:** Craig Murray, P.E. - General Manager

**SUBJECT:** Carpinteria Advanced Purification Project (CAPP) Update

**DATE:** March 7, 2023

**REQUESTED ACTION:** None. Information Only.

**BACKGROUND:** Progress continues to be made on development of an indirect potable reuse (IPR) recycled water project in conjunction with the Carpinteria Valley Water District (CVWD). A brief summary of activities underway is provided below.

*Scheduled Events and Meetings* As reported, implementation of CAPP is ramping up. The project team continues to have management meetings on a weekly basis. Some key events and meetings coming up over the next month are summarized below:

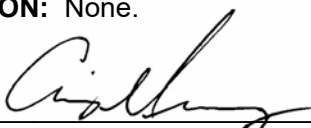
- March 7 Staff and legal counsel meeting to review CVWD/CSD Agreement terms
- March 7 Project team meeting with SWRCB DFA on SRF legal requirements
- March 8 CVWD Board meeting to consider approval of final design contract
- March 13 Joint CVWD/CSD Recycled Water Committee Meeting (at CVWD)
- March 14 Final Design Kick-Off Meeting with Woodard Curran/Carollo
- April 11 Special CVWD/CSD Joint Board Meeting (at CSD)

*Permitting Activities*. Pre-submittal meetings were held with the City of Carpinteria and the California Coastal Commission to guide preparation of a Coastal Development Permit application for the project. We expect to initiate this process mid 2023. Submittals to the SWRCB Division of Drinking Water and the Central Coast RWQCB are anticipated early in the final design phase.

*Camarillo Desalter Tour*. A group of District operations staff members will be touring the City of Camarillo's new brackish water treatment facility. Touring this brand new reverse osmosis based treatment plant is the first step in a larger plan to expose current staff to membrane based water treatment and potable reuse processes.

**RECOMMENDATION:** None. Information Only.

**SUGGESTED MOTION:** None.

Prepared by:   
Craig Murray, P.E. - General Manager