

AGENDA
**FOR THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD May 7, 2024**

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 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.

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]
April 16, 2024

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 (Page 1)

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

- Board Strategic Planning Workshop
- Central Coast Regional Biosolids Group
- SCE Battery Energy Storage Review
- Annual Budget Development Process
- Operations Update

2. **RESOLUTION No. R-369 – Resolution Setting the Date for a Hearing and Giving Notice thereof of Election to Collect Sewer Services Charges on the County Tax Roll for the Fiscal Year 2024/25** (Pages 2-5)

Description: The Board to review and consider adopting Resolution No. R-369 for collecting sewer service charges on the County tax roll for the Fiscal Year 2024/25.

Staff Recommendation: Staff recommends that the Board adopt Resolution No. R-369.

3. **Cash Contract No. 517 – Sancon Technologies, Inc Manhole Rehabilitation Project** (Pages 6 - 15)

Description: The Board to review and consider approving Cash Contract No. 517 between the District and Sancon Technologies, Inc. of Huntington Beach, for the Manhole Rehabilitation Project.

Staff Recommendation: Staff recommends that the Board approve Cash Contract No. 517 as presented.

4. **2024 CASA Annual Conference** (Pages 16-18)

Description: The Board to review and consider attending 2024 CASA Annual Conference in Monterey, CA.

Staff Recommendation: None. Board decision.

1. **2024 General Election – Carpinteria Sanitary District** (Page 19)

Description: The Board to review expiring Director terms and consider submitting required candidate papers with the County of their residence for the 2024 General Election.

Staff Recommendation: None. Information Only.

2. **Carpinteria Advanced Purification Project (CAPP) Update** (Page 20)

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: None. Information 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
- Ad-Hoc Summerland Sanitary Coordination Committee

E. GENERAL ITEMS

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

VIII. ADJOURNMENT

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.

Next Ordinance Available.....#20
Next Resolution Available.....R-370
Posting Date.....5/3/24

**MINUTES OF THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
April 16, 2024**

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 **April 16, 2024**, 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 Damron called the meeting to order at 5:30 p.m. and noted all Directors were present at tonight's meeting.

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

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

Legal Counsel Present: Karl Berger – Burke, Williams & Sorenson (by Zoom video-conference)

Public Present: Two (2) members of the public were present

II. PLEDGE OF ALLEGIANCE

President Damron led the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

President Damron 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 March 19, 2024

Director Murphy made a motion, seconded by Director Velasco that the Board approve the minutes of the March 19, 2024 Regular Board meeting as presented. The motion carried by the following vote:

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

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:

- Quarterly Incident Report
- Server Replacement Project
- Lift Station No. 2 Update
- Condition and Reliability Assessment
- Operations Update

2. Financial Status and Transaction Report

District Administrator reviewed her staff report related to Financial Status and Transaction Reports.

No Board action was taken on this item.

3. Emergency Termination – Santa Monica Sewer Main Repair

General Manager reviewed his staff report related to the termination of the emergency action related to the critical main sewer repair in Santa Monica Road.

Director Velasco made a motion, seconded by Director Graf that the Board terminate the emergency action. The motion carried by the following vote:

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

* *Legal Counsel left the meeting.*

4. Carpinteria Advanced Purification Project

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

Member of the public, Gary Campopiano, introduced himself and asked several CAPP related questions. There was some discussion between the Board, General Manager and Mr. Campopiano.

After the discussion, no Board action was taken on this item.

VII. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

Director Modugno reported on the meeting held 4/16/2024.

Standing Personnel Committee

None.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

Standing Recycled Water Committee

None.

Ad-Hoc Summerland Sanitary Coordination Committee

None.

B. GENERAL ITEMS

SBCSDA (Santa Barbara California Special Districts Association) Report

Email was distributed for the meeting of 4/22/2024.

CSRMA Report

None.

Board Member Vacation Dates

None.

Future Agenda Items

None.

VIII. ADJOURNMENT

There being no further items to discuss, the meeting adjourned at 6:05 p.m.

Mike Damron
President

Gerald Velasco
President Pro-Tem

Debbie Murphy
Secretary

Lin Graf
Secretary Pro-Tem

Mike Modugno
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: May 7, 2024

Board Strategic Planning Workshop. The workshop will be held as planned on May 14, 2024. Start time is 9:30 and we expect to wrap up at approximately 3:00 p.m.

Central Coast Regional Biosolids Group. I participated in a half day meeting of the Central Coast Regional Biosolids Group on April 19th hosted by the City of San Luis Obispo. This group started as a collective of wastewater agencies in SLO County that began meeting a couple years ago to explore collaborative opportunities for biosolids management, specifically a regional facility to process biosolids and solid waste with resource recovery as a primary goal. Several Santa Barbara agencies are now plugged into this group as there may be advantages to participating in a larger regional project. At the April 19th meeting there were several presentations including one case study from a similar concept facility in the Charleston, South Carolina area.

SCE Battery Energy Storage Review. I met with a group of SCE representatives to discuss potential reevaluation of battery energy storage at the treatment facility. There are no currently funded incentive programs – the SGIP (self generation incentive program) is fully subscribed and most CPUC funding is channeling towards the residential sector at this time. It was a good discussion regarding peak shaving and demand response options and we expect to follow up with SCE on rate program review for all of our metered installations.

Annual Budget Development Process. Staff is fully immersed in development of our annual capital and operating budgets for FY 2024/25. The Board Finance Committee will see the draft budget at their May 13th meeting. The final budgets will be considered by the full Board of Directors on June 18th.

Operations Update

System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES permit.
- Staff from the Central Coast RWQCB did their annual unannounced facility inspection during the week of April 29th.
- The collection system is functioning well with no SSOs reported during the period. A lateral backup that was an unintentional outcome of the recent lower lateral lining project was reported. District staff were able to excavate the affected lateral cleanout and make modifications to reinstate flow.
- Staff is working on a project to replace the roof at Lift Station No. 1 in the State Park. We are continuing to evaluate a requirement to relocate the backflow device on the water service for this lift station so that it is adjacent to the water meter facing Linden Avenue.



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: **RESOLUTION No. R-369 – Resolution Setting the Date for a Hearing and Giving Notice thereof of Election to Collect Sewer Service Charges on the County Tax Roll for the Fiscal Year 2024/25**
DATE: May 7, 2024

REQUESTED ACTION: Board to consider adopting Resolution No. R-369 setting the hearing date of June 18, 2024 for consideration of placing sewer service charges on the 2024/25 tax roll and authorizing the notice thereof.

BACKGROUND: The Board, through adoption of Ordinance No. 1987-1 on June 16, 1987, initially authorized the collection of sewer charges on the County Assessor’s tax roll. Ordinance No. 17, adopted by the District Board of Directors at a properly noticed hearing on June 7, 2022, will additionally authorize such collection. This authority to collect via the tax roll, granted by state law, remains in place until an ordinance “to change” is adopted. The Board must also conduct a hearing and approve placement of the charges on the tax roll annually. This hearing must be noticed and published as set forth in the California Health and Safety Code.

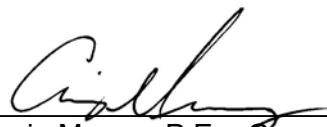
Approval and adoption of Resolution No. R-369 will authorize staff to publish notice of the June 18, 2024 hearing in the local *Coastal View News* newspaper. The hearing will be at the District’s office located at 5300 Sixth Street, Carpinteria, California, at 5:30 p.m.

RECOMMENDATION: Staff recommends adoption of Resolution No. R-369

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-369 setting the location, time, and date of the hearing and authorizing publication and notice per State law.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

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

Attachments: Resolution No. R-369
Notice of Hearing

RESOLUTION NO. R-369

A RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA SANITARY DISTRICT SETTING THE DATE FOR A HEARING AND GIVING NOTICE THEREOF OF ELECTION TO COLLECT SEWER SERVICE CHARGES ON THE COUNTY TAX ROLL FOR THE FISCAL YEAR 2024/25

WHEREAS, pursuant to the authority of Section 6520.5 of the Health and Safety Code (“Code”), the Governing Board (“Board”) of the Carpinteria Sanitary District has prescribed sewer service rates; and

WHEREAS, pursuant to Section 5473 of the Code, the Board by its Ordinance No. 1987-1, dated June 16, 1987, initially elected to collect sanitary sewer service charges by means of the County Tax Roll each fiscal year; and

WHEREAS, the Sewer Service Charges for fiscal year 2024/2025 have been determined in accordance with District Ordinance 17 adopted on June 7, 2022; and

WHEREAS, Section 5473 of the Health and Safety Code requires that in the event of such an election the District shall cause a written report to be filed, and the report shall contain a description of each parcel to be served by sewers and the charge therefore; and

WHEREAS, the report for fiscal year 2024/2025 is being prepared and will be on file in the office of the District on or before June 1, 2024; and

WHEREAS, Section 5473.1 of the Health and Safety Code requires that a hearing be held on the report and that notice of the hearing by publication and mailing be given.

NOW, THEREFORE, BE IT RESOLVED:

1. That a hearing is hereby set and shall be held at 5:30 p.m. on the 18th day of June, 2024 at the Carpinteria Sanitary District's administrative office located at 5300 Sixth Street, Carpinteria, California, for the purpose of hearing all objections and protests, if any, to the report on file in the office of the District;
2. That notice of the said hearing shall be given as follows:
 - a) By publication in the COASTAL VIEW on or before the 23rd day of May, 2024 and the 30th day of May, 2024.
 - b) By mailing a notice in writing to those owners of those parcels of real property described in the report who are connected to the District's facilities and which parcels were not shown on the District's report for the prior fiscal year 2023/2024. The notice shall be mailed to the said owner's address as it appeared on the last equalized assessment roll available or the address shown to the Secretary of this District. Mailing is to be completed by June 1, 2024.
 - c) A copy of the said written report will be available for inspection by the public on June 1, 2024 at the District office located at 5300 Sixth Street, Carpinteria, California.

3. That the General Manager shall be and hereby is authorized and directed to give the notice in form as required by law and to do any and all such other things as necessary for the holding of said hearing.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 7th day of May, 2024 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Resolution No. R-369 was thereupon declared, carried, and adopted.

Dated this 7th day of May, 2024.

We certify that the above is a true and correct copy of Resolution No. R-369, adopted by the Board of Directors of the Carpinteria Sanitary District on May 7, 2024.

APPROVED:

Mike Damron
President, Board of Directors

ATTEST:

Debbie Murphy
Secretary, Board of Directors

**NOTICE OF PUBLIC HEARING
CARPINTERIA SANITARY DISTRICT
REPORT TO COLLECT SEWER SERVICE CHARGES
ON COUNTY TAX ROLL**

NOTICE IS HEREBY GIVEN that on the date of June 18, 2024, at 5:30 p.m. at 5300 Sixth Street, Carpinteria, California, a hearing will be held on a written report on file in the office of the District, located at the above-referenced address. The report contains a description of each parcel of real property within Carpinteria Sanitary District to which sewer service is being rendered or for which an application for service has been made, and sets forth the annual charge proposed to be made for sewer services to each said parcel for the fiscal year 2024/2025.

The purpose of the hearing on the report is to enable the Governing Board of the Carpinteria Sanitary District to hear and consider all objections or protests to the election by the District to collect the sewer service charges as shown on the report on the County Tax Roll in the same manner and at the same time as general taxes.

The report is available for examination during normal business hours beginning June 1, 2024, and will remain available for examination during regular business hours at the administrative office of the District located at 5300 Sixth Street, Carpinteria, California, 93013.

Dated this 7th day of May, 2024.

Mike Damron, President
Board of Directors
Carpinteria Sanitary District



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Cash Contract No. 517 – Sancon Technologies
Manhole Rehabilitation Project**

DATE: May 7, 2024

REQUESTED ACTION: That the Board approve Cash Contract No. 517 for the Manhole Rehabilitation Project between the Carpinteria Sanitary District and Sancon Technologies, Inc. of Huntington Beach, California.

FUNDING SOURCE: CIP Fund / Manhole Rehabilitation Project

BACKGROUND: The District is a participating member in the California Uniform Public Construction Cost Accounting Act (CUPCCA) following adoption of Board Resolution R-294 in May 2016. This program allows for negotiated contracting for projects valued less than \$60,000. The District may contract with any company on its list of qualified contractors under this program.

District staff requested a quote from Sancon Technologies, Inc. (Sancon) to rehabilitate several deteriorated manholes within our collection system. Sancon is on the District's CUPCCA contractor list and has successfully completed many similar projects for the District, most recently the epoxy coating of the wetwell at Lift Station No. 2. Sancon's scope will include preparation and interior coating of eight sewer manholes, including necessary bypass pumping or flow diversions. The price for this work will not exceed \$60,000 and a list of additional manholes has been developed in the event work proceeds quickly and Sancon can rehabilitate additional structures.

Cash Contract No. 517 was prepared to engage Sancon to perform the subject project. If authorized, the work would be completed within 20 working days following issuance of a Notice to Proceed. The form of agreement is based on the District's standard contract for maintenance related activities

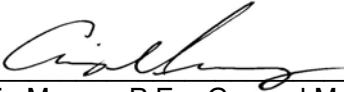
The authorized budget for this project is \$125,000. Additional work, beyond the recommended work by Sancon, will follow. Specifically a number of manhole ring and covers on Toro Canyon Road will be raised and adjusted.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 517 between the District and Sancon Technologies, Inc. for the Manhole Rehabilitation Project with a not to exceed total of \$60,000.

SUGGESTED MOTION: I move that the Board approve and execute Cash Contract No. 517 between the District and Sancon Technologies, Inc. for the Manhole Rehabilitation Project.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

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

Attachments: Cash Contract No. 517

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CASH CONTRACT NO. 517

**MAINTENANCE SERVICES AGREEMENT
BETWEEN
THE CARPINTERIA SANITARY DISTRICT AND
SANCON TECHNOLOGIES, INC.
FOR
SEWER MANHOLE REHABILITATION**

THIS MAINTENANCE AGREEMENT is entered into this 7th day of May, 2024 by and between the CARPINTERIA SANITARY DISTRICT, a public utility district formed under the laws of California (“DISTRICT”) and SANCON TECHNOLOGIES, INC., a California corporation (“CONTRACTOR”).

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONTRACTOR on a time and materials basis, a sum not to exceed \$60,000 for CONTRACTOR’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.
- D. DISTRICT will pay such amount promptly, but not later than 30 days after receiving CONTRACTOR’s invoice.

2. TERM. The term of this Agreement commences upon execution and continues until the Work in Exhibit “A” is complete. It is anticipated that the Work will be completed within 15 working days after DISTRICT issues a Notice to Proceed.

3. SCOPE OF SERVICES.

- A. CONTRACTOR will perform services generally described in “Exhibit A,” which is incorporated by reference.
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, equipment, printing, vehicles, transportation, office space and facilities, 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 CONTRACTOR by this Agreement.

4. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
 - i. Thoroughly 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, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform DISTRICT of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from DISTRICT.

5. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR 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 (combined single)</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. 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 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. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

- D. CONTRACTOR will furnish to DISTRICT duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this

Agreement, endorsements as required herein, 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." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, DISTRICT may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.
- F. 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 CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the District Counsel and the General Manager. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR for breach of this Agreement in addition to any other damages incurred by DISTRICT due to the breach.

6. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 5 of this Agreement; and
- B. DISTRICT gives CONTRACTOR a written or verbal Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

7. TERMINATION.

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to DISTRICT at least thirty (30) days before the effective termination date.

- C. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from DISTRICT's termination under this Section.

8. INDEMNIFICATION.

- A. CONTRACTOR 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, CONTRACTOR 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.

9. INDEPENDENT CONTRACTOR. DISTRICT and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONTRACTOR 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 CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the DISTRICT as to end results of the work only.

10. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to CONTRACTOR:
Attention: Chuck Parsons
Sancon Technologies, Inc.
5841 Engineer Drive
Huntington Beach, CA 92649.
(714) 891-2323
chuck@sancon.com

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

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. 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.

11. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide DISTRICT with a Taxpayer Identification Number.

12. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the DISTRICT.

13. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or DISTRICT's obligations under this Agreement.

14. WAIVER. 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.

15. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. SEVERABLE. 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.

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

18. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

19. 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.

20. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the DISTRICT's Board of Directors. This Agreement is not binding upon DISTRICT until executed by the General Manager. 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 agreement. DISTRICT's General Manager may execute any such amendment on behalf of DISTRICT.

21. ACCEPTANCE OF ELECTRONIC SIGNATURES. 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.

22. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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

24. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and DISTRICT. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CARPINTERIA SANITARY DISTRICT

CONTRACTOR

Craig Murray, General Manager
Carpinteria Sanitary District

Chuck Parsons
Sancon Technologies, Inc.

SANCON TECHNOLOGIES, INC.

GENERAL ENGINEERING CONTRACTOR
STATE CONTRACTORS LICENSE #774055
DIR REGISTRATION # 1000008879

Tel: (714) 891-2323
Fax: (714) 891-2524

BID # BT24335

Date: May 2, 2024
To: Carpinteria Sanitary District
Attention: Craig Murray
Phone: 805-451-7804 **Email:** craigm@carpsan.com
Project: Carpinteria Manhole Rehabilitation
Agency: Carpinteria Sanitary District
Scope of work: Rehabilitation of (8) 48" diameter manholes with an average depth of 7.2' with Sancon100 per manufacturer's recommendations.

This bid includes the following:

- Confined Space Entry Procedures & Equipment
- Prevailing wage / certified payroll if required, In-Place insurance coverage
- Traffic Control (see exclusions below)
- Surface preparation, Mortar repair as required
- Removal of existing coatings or linings (MH 8-010 only)
- Application of 125 mils of Sancon 100 Polyurethane
- High voltage spark test while on-site, at the completion of our work

Assumptions:

- Sancon will not be signatory to any PLA
- Water meter or on-site water is provided
- Coating will extend from the flow level to the base of F&C
- Regular working hours M – F 7AM to 5PM
- Agency to provide secure storage yard for Sancon equipment during lining and coating work
- All structures shall be accessible by large truck & trailer
- Proposal is subject to mutually acceptable contract language and must be incorporated in any subsequent contract/purchase order

This bid excludes the following:

- Replacement of frame & cover
- 3rd party testing or testing other than spark testing
- Stoppage of water infiltration, Replacement of steel reinforcement
- Traffic control plans, permits, Flaggers, Posting No Parking, or TC other than cones and C23 signage
- BMP's, NPDES Permits, SWWP's, Survey & Staking, Revegetation or biological monitoring

Mobilization**\$9,000****Manhole Rehabilitation****\$5,875/EA X 7 = \$41,125****Rehabilitate manhole 8G-010****\$9,855**

STAND BY RATE / ADDITIONAL WORK NOT LISTED ABOVE @ \$ 300.00 / MAN Hr. PRICE IS BASED ON ONE MOBILIZATION. SANCON SHALL NOT BE RESPONSIBLE FOR LIQUIDATED DAMAGES OR PENALTY DUE TO DELAY BY OTHERS. BOND, IF REQUIRED, WOULD ADD 1% TO TOTAL BID PRICE. PRICE IS BASED ON RETENTION BEING WITHHELD A MAXIMUM OF 90 DAYS AFTER COMPLETION OF OUR WORK. PRICE IS FIRM FOR A PERIOD OF THIRTY DAYS FROM RECEIPT. PAYMENT TERMS NET 30 DAYS OR PER CONTRACT.

Respectfully Submitted,

Accepted By: _____



Date: _____

John Hernandez
Sancon Technologies, Inc.

PO: _____



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: 2024 CASA Annual Conference
DATE: May 7, 2024


REQUESTED ACTION: None. Board Decision.

FUNDING SOURCE: Account 5222-0 (Director Conferences & Training)

BACKGROUND: The 2024 Annual Conference for the California Association of Sanitation Agencies (CASA) will be held July 31 to August 2, 2023 at the Monterey Marriot in Monterey, CA. Attached is a copy of the preliminary conference program. Scheduled at the beginning of the conference on Wednesday, August 9th is a CSRMA Training Seminar. There is also a limited space tour of the Monterey One Water advanced water purification plant on Wednesday morning that will be informative. Board members interested in attending the Annual Conference may contact the District Administrator to make travel arrangements.

RECOMMENDATION: None.

SUGGESTED MOTION: None.

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

Attachments: CASA 2024 Annual Conference Preliminary Program

Preliminary Program

Tuesday, July 30

3:00 p.m. – 5:00 p.m. CSRMA Executive Board Meeting

Wednesday, July 31

7:30 a.m. – 12:00 p.m. CSRMA Training Seminar

9:00 a.m. – 5:00 p.m. Registration

9:00 a.m. – 12:00 p.m. Tour of Monterey One Water (Space Limited)

11:00 a.m. – 12:00 p.m. CASA Board of Directors Meeting

12:00 p.m. – 1:15 p.m. Associates Committee Meeting

12:00 p.m. – 1:15 p.m. Lunch on Your Own

1:30 p.m. – 4:00 p.m. **Concurrent Sessions (Three Tracks)**

Financing and Project Delivery Track	Policy Track: Communicating Complex Topics	Technical Track: Regulatory Deep Dives
Track 1A: Funding Sources for Wastewater Infrastructure and Facilities	Track 2A: Green Hydrogen: What is It and Why Does it Matter to POTWS?	Track 3A: Regulatory Deep Dives: Nutrients
Track 1B: Progressive Design-Build: New Legislation and Case Studies	Track 2B: The Value and Complexities of Video Production and Public Messaging	Track 3B: Regulatory Deep Dives: PFAS

1:30 p.m. – 2:30 p.m. Track 1A, 2A, 3A

2:30 p.m. – 3:00 p.m. **Break**

3:00 p.m. – 4:00 p.m. Track 1B, 2B, 3B

4:15 p.m. – 5:15 p.m. Federal Legislative Committee Meeting

4:15 p.m. – 5:15 p.m. CSRMA Board of Directors Meeting

4:15 p.m. – 5:15 p.m. LEAD Mentor/Mentee Meetup

5:30 p.m. – 6:30 p.m. Welcome Reception

Thursday, August 1

7:30 a.m. – 9:00 a.m. Breakfast

7:30 a.m. – 4:30 p.m. Registration

8:00 a.m. – 9:00 a.m. CASA Education Foundation Board Meeting

8:00 a.m. – 9:00 a.m.	Statewide Biosolids Meeting Special Focus/Presentation: Regional Biosolids Initiatives
9:15 a.m. – 11:30 a.m.	Morning Sessions & Business Meeting Vice President Craig Murray, Presiding
9:15 – 10:15 a.m.	Keynote Speaker: Mabel Miguel (UNC Kenan-Flagler School)
10:15 – 11:15 a.m.	The Future of the Water Sector: A National Perspective
11:15 – 11:30 a.m.	Annual Business Meeting Adam Link, CASA Executive Director
12:00 p.m. – 1:30 p.m.	Luncheon Michael F. Dillon Award Presentation CASA Awards of Excellence Winners CASA Education Foundation Presentation
1:30 p.m. – 2:00 p.m.	Networking Break
2:00 p.m. – 4:00 p.m.	Afternoon Sessions
2:00 p.m. – 3:00 p.m.	Resilience in Action: Carbon & Energy Management
3:00 p.m. – 4:00 p.m.	TBD
4:15 p.m. – 5:15 p.m.	Communications Committee Meeting
4:15 p.m. – 5:15 p.m.	Engineering & Research Group Meeting
5:30 p.m. – 6:30 p.m.	Associates Reception
Friday, August 2	
8:00 a.m. – 9:30 a.m.	Breakfast
8:00 a.m. – 11:15 a.m.	Registration
8:00 a.m. – 9:00 a.m.	State Legislative Committee Meeting
9:15 a.m. – 11:00 a.m.	Closing Session President Roland Williams, Presiding
9:15 a.m. – 9:45 a.m.	Federal and State Legislative Updates <ul style="list-style-type: none"> • Jessica Gauger • Eric Sapirstein
9:45 a.m. – 10:30 a.m.	Closing Keynote Speaker
10:30 a.m. – 11:00 a.m.	Closing Business Session <ul style="list-style-type: none"> • 2024-2025 Board of Director Elections Results • Passing of the Gavel • President’s Closing Remarks
11:00 a.m. – 1:00 p.m.	General Managers Meeting Roundtable and Lunch
11:00 a.m. – 3:00 p.m.	Attorneys Committee Meeting



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: 2024 General Election – Carpinteria Sanitary District
DATE: May 7, 2024

REQUESTED ACTION: None. Information Item Only

BACKGROUND: The District Board of Directors, by adoption of Resolution No. R-274, elected to consolidate its general elections for open Board of Director seats with the Statewide General Election. On even years, a Notice of Elective Offices to Be Filled is submitted to the elections office of each county where service is provided, currently Santa Barbara and Ventura Counties.

There are three members of the Board of Directors with expiring terms in 2024: Director Damron (currently serving as Board President), Director Murphy and Director Velasco. This will be the first election since the District transitioned to a by division electoral system. The General Election will be held November 5, 2024. Each member interested must submit required candidate papers with the County of their residence. The candidate-filing period opens on Monday, July 15, 2024 and closes at 5:00 p.m. on August 9, 2024 for incumbents.

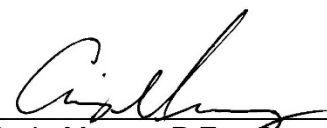
Key information will also be posted on the County Elections websites, as follows:

<https://www.countyofsb.org/2813/General-Election>

<https://recorder.countyofventura.org/elections/>

RECOMMENDATION: None.

SUGGESTED MOTION: None.

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



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: May 7, 2024

REQUESTED ACTION: None. Information Only.

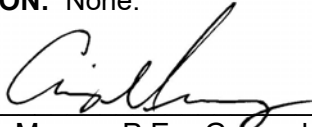
BACKGROUND: Progress continues to be made on development of an indirect potable reuse (IPR) recycled water project in conjunction with the Carpinteria Valley Water District (CVWD). A brief summary of activities underway is provided below.

General Project Update. As previously reported, the CVWD Board of Directors was evaluating the financial impacts to CAPP resulting from an unexpected loss of grant funding and sharp inflation related escalation to the project cost estimates. At their April 24th meeting, the CVWD Board heard informational presentations from their rate consultant and the CAPP program manager. After deliberation, they voted to continue with final engineering design of the project to get to the public bid stage when true construction costs would be known. Direction to staff was to maintain the full scale project and not consider a smaller, phased project.

Accordingly, the design team will proceed and will incorporate certain value engineering recommendations to realize modest cost savings. To maintain the overall project schedule, we expect that permitting activities will resume in earnest and that the interagency agreement between CSD and CVWD will advance in the near term, as it is a prerequisite for the SRF loan agreement with the SWRCB.

RECOMMENDATION: None. Information Only.

SUGGESTED MOTION: None.

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