

AGENDA
**FOR A SPECIAL MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD October 29, 2026**

**The special 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, California.**

THIS IS A SPECIAL MEETING OF THE BOARD OF DIRECTORS CALLED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54956. OTHER THAN THE LISTED AGENDA ITEMS, NO OTHER BUSINESS WILL BE CONDUCTED BY THE BOARD.

THE PUBLIC IS INVITED TO ATTEND THE OPEN SESSION ITEMS. MEMBERS OF THE PUBLIC MAY COMMENT ON ANY ITEM ON THIS AGENDA. NO OTHER BUSINESS, OTHER THAN WHAT IS SET FORTH IN THE AGENDA, SHALL BE CONSIDERED BY THE BOARD.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

October 6, 2026 Special Meeting
October 6, 2026

AS [SUBMITTED] [MODIFIED]
AS [SUBMITTED] [MODIFIED]

IV. 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.

V. 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:

- Staffing Updates
- Polling Place Reminder
- Mainline Rehabilitation Project Update
- CAPP Project Updates
- Operations Updates

2. Emergency Pipeline Repairs – Resolution No. R-392 (Pages 3- 4)
Termination of Emergency Action

Description: Resolution No. R-392 adopted by the Board of Directors on October 6, 2026 determined an emergency condition existed pursuant to the public contract code and authorized remedial actions to address a damaged 12-inch diameter sewer pipeline. The emergency condition has been mitigated.

Staff Recommendation: Staff recommends that the Board terminate the emergency action related to the critical emergency repair of a damaged 12-inch diameter sewer pipeline in accordance with Public Contract Code Section 22050 (c)(3).

3. Amendment No. 3 to Cash Contract No. 524 (Pages 5- 8)
TerraVerde Energy, Energy Consulting Services

Description: TerraVerde is requesting an amendment to their contract to account for additional project management and design support services and to cover continuing project oversight through completion.

Staff Recommendation: Staff recommends that the Board approve Amendment No. 3 to Cash Contract No. 524 between the Carpinteria Sanitary District and TerraVerde Energy, increasing the authorized fee by \$40,000 to **\$161,900**.

4. Cash Contract No. 540 – Sam Hill & Sons, Inc. (Pages 9- 19)
Padaro Lane Manhole Frame and Cover Replacement

Description: The Board will consider approval of Cash Contract No. 540 between the District and Sam Hill & Sons, Inc. Padaro Lane Manhole Frame and Cover Replacement. The eastern portion of Padaro Lane is subject to flooding during rain events. In advance of the “Super El Nino” rainy season, the District intends to replace five manhole frames and covers with gasketed, watertight lids.

Staff Recommendation: Staff recommends that the Board review and approve Cash Contract No. 540 between the Carpinteria Sanitary District and Sam Hill & Sons, Inc. with a not to exceed contract amount of \$25,472.83 as presented.

5. Authorization to Engage Operational Technical Services (Pages 20- 31)
Treatment Supervisor Recruitment

Description: The Carpinteria Sanitary District is currently recruiting to fill the Treatment Supervisor position. Recruitment of qualified wastewater treatment professionals has become increasingly challenging due to the specialized technical qualifications, certification requirements, and experience necessary for these positions.

Staff Recommendation: Staff recommends that the Board authorize the General Manager to execute the proposed Direct Hire Agreement with Operational Technical Services, LLC.

6. Authorized Salary Matrix Update

(Pages 32- 33)

Description: The District's current salary matrix was approved with adoption of the FY 2026/27 annual operating budget. The budget document authorized a new Electrical and Instrumentation Technician position and conservatively included funding for this new position. At that time, however, the salary schedule for the position had not been finalized. The position has now been filled and the salary range determined.

Staff Recommendation: Staff recommends that the Board review and consider approval of an updated salary matrix for authorized positions at the Carpinteria Sanitary District.

VI. 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.....#21
Next Resolution Available.....R-393
Posting Date.....10/28/2026

**MINUTES OF THE SPECIAL MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
October 6, 2026**

These are the **minutes** of the **special** 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 special meeting on **October 6, 2026**, at 5:00 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 24 hours in advance of the meeting.

I. CALL TO ORDER

President Murphy called the meeting to order at 5:00 p.m. and noted that Director Velasco would be absent from tonight's meeting.

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

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

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

Public Present: None

II. PLEDGE OF ALLEGIANCE

President Murphy led the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

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

IV. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. Resolution No. R-392: Declaring an Emergency with Regard to Certain District Facilities, Authorizing Emergency Response Actions to be Performed Without Competitive Bidding, Declaring the Project to be Exempt From the Requirements of the California Environmental Quality Act, and Making Necessary Findings Thereof

General Manager reviewed his staff report related to adopting Resolution No. R-392 which finds that an emergency condition exists related to a damaged 12-inch diameter main sewer pipeline within the wastewater treatment, authorizes the General Manager to proceed with emergency work, and determines the work is exempt from the competitive bidding requirements of the Public Contract code and from the California Environmental Quality Act.

Director Damron made a motion, seconded by Director Graf, that the Board adopt Resolution No. R-392 as presented. The motion carried by the following roll call vote:

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

VI. ADJOURNMENT

There being no further items to discuss, the meeting adjourned at 5:14 p.m.

Debbie Murphy
President

Lin Graf
President Pro-Tem

Mike Modugno
Secretary

Gerald Velasco
Secretary Pro-Tem

Mike Damron
Treasurer

**MINUTES OF THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
October 6, 2026**

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 **October 6, 2026**, 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 Murphy called the meeting to order at 5:30 p.m. and noted that Director Velasco would be absent from tonight's meeting.

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

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

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

Public Present: Robert and Lynda Burlison

II. PLEDGE OF ALLEGIANCE

President Murphy led the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

President Murphy 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 September 15, 2026

Legal Counsel said that section IV Board Approval of Minutes should be for September 1, 2026 not September 15, 2026. Director Damron made a motion, seconded by Director Modugno that the Board approve the minutes of the September 1, 2026 Regular Board meetings as modified. The motion carried by the following vote:

AYES:	4	Damron, Murphy, Graf, Modugno,
NOES:	0	None
ABSENT:	1	Velasco
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
- Staffing Updates
- Annual Outfall Inspection
- El Nino Winter Preparedness
- Battery Energy Storage Project Update
- Sewer Master Plan Project
- District Newsletter
- Administration Building Doors
- Operations Updates

2. Financial Status and Transaction Report

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

No Board action was taken on this item.

3. Public Hearing for Administrative Appeal to the Board of Directors Pursuant to Article VI of District Ordinance No. 17

Property Information: 5035 Seventh Street, Carpinteria, CA 93013

APN: 003-314-002

Property Owners: Robert and Lynda Burlison

General Manager reviewed his staff report related to a request for public hearing for administrative appeal to the Board of Directors by the property owners.

Property owner made their appeal to the Board providing testimony and photo exhibits to support the claim.

After Board discussion and clarification from legal counsel, Director Damron made a motion, seconded by Director Graf that the Board Affirm the General Manager's ruling that the assessment of a Sewer Service Charge is appropriate for the ADU and justified based on applicable law and the facts. The motion carried by the following vote:

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

4. RESOLUTION No. R-391: A Resolution of Application Initiating Proceedings for the Annexation of 3281 Beach Club Road to the Carpinteria Sanitary District

General Manager reviewed his staff report related to adopting Resolution No. R- 391 initiating proceedings for Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road.

If adopted, Resolution No. R- 391 formally requests that LAFCO consider and adopt the Annexation application, which is attached for reference. The resolution also finds this boundary change to be categorically exempt from CEQA and authorizes staff to file a Notice of Exemption.

Director Damron made a motion, seconded by Director Graf, that the Board adopt Resolution No. R-391 requesting Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road. The motion carried by the following roll call vote:

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

5. Combination Sewer Cleaning Machine Purchase

General Manager reviewed his staff report related to authorizing procurement of a 2028 Vactor Model 2110 combination sewer cleaning machine.

If approved, purchase will be based on the detailed price quotation from Haaker for the Vactor 2110 Plus based on the Sourcewell contract pricing. The total cost, including sales tax and delivery, is \$759,375.75. Haaker's quote offers extended warranty options, which apply to the onboard equipment (not the chassis and drivetrain). Staff recommends purchasing the 5-year optional warranty, which would make the total procurement cost \$773,264.45. This is well within the authorized CIP budget for the current fiscal year. If authorized, we could anticipate delivery in late 2027.

Director Damron made a motion, seconded by Director Modugno, that the Board authorize the General Manager to purchase one Vactor 2110 combination sewer cleaner from Haaker Equipment Company through Sourcewell Contract No. 101221-VTR, including the 5-year warranty option, in the amount of \$773,264.45. The motion carried by the following vote:

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

6. Carpinteria Advanced Purification Project

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

No Board action was taken on this item.

VI. CLOSED SESSION

President Murphy and Legal Counsel led the Board into closed session on the following items at 6:44 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(3): One potential case. A copy of the September 14, 2026, claim from the City of Carpinteria is available for public inspection at the District Administrative Office.

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION:

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: one case.

The Board resumed open session at 6:59 p.m. with no reportable action on the closed session items.

VII. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

Director Damron reported on the meeting held September 21, 2026.

Standing Personnel Committee

None.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

Standing Recycled Water Committee

None.

B. GENERAL ITEMS

SBCSDA (Santa Barbara California Special Districts Association) Report

None

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 7:02 p.m.

Debbie Murphy
President

Lin Graf
President Pro-Tem

Mike Modugno
Secretary

Gerald Velasco
Secretary Pro-Tem

Mike Damron
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: October 29, 2026

Staffing Updates. A promotional offer was extended to Mark Rogers to take on the role of Operations Manager upon Mark Bennett's impending retirement in December. Mark accepted the offer and is gearing up for the transition. Congratulations Mark! We intend to provide an opportunity for the Board recognize Mark Bennett's nearly four decades of contributions at the regular Board meeting on December 1st. His official last day will be December 11th. Roberto Luna completed the NASSCO CIPP inspection training course and received his certification.

Polling Place Reminder. Santa Barbara County Elections Office will hold a polling place in the District Board Room on Tuesday, November 3rd.

Mainline Rehabilitation Project Update. Insituform began CIPP lining activities on Monday October 26th. Work is progressing on schedule and they expect to be complete with main line work by the end of this week. Top hat lateral seal installation will follow the lining.

CAPP Project Updates. Sheetpile shoring installation for the equalization tank recommenced after repairs were made to the 12-inch main sewer pipeline that was damaged. A series of meetings were held to find the optimal solution, which involved changes to the shoring layout, slurry backfill of the repaired sewer pipeline and rigorous monitoring during pile driving to ensure integrity of the repair. Blue Iron is now continuing around the excavation and expects to be done by Friday 10/30. The dewatering subcontractor will mobilize the following week. The first concrete pour on the project occurred on October 27th for the slab on grade for the pure water clearwell. The slab for the waste equalization tank will be poured next week and Walsh's schedule has pours progressing in series now, well into the future. I completed the Draft Enhanced Source Control Program document and provided it to WSC for inclusion with the Title 22 Engineering Report resubmittal to the SWRCB.

Operations Update

System operations updates are as follows:

- The treatment plant is operating well and in full compliance with our NPDES discharge permit.
- The collection system is operating normally with no mainline blockages or other operational issues reported.
- The significant rain event of the year registered nearly three inches over a 24-hour period with rainfall rates exceeding 0.5"/hr for a period of time overnight on Wednesday the 21st. No major problems resulted, but there were grid power issues as well as high water conditions at two lift stations.
- The existing stormwater pumps at the treatment facility were repaired, but replacement parts for a full rebuild are no longer available, nor are replacement impellers. Staff ordered

new ABS submersible pumps to replace these 30 year old pumps ahead of the El Nino rainy season.

- A specialty valve on the main fire sprinkler line at the WWTP was replaced and subsequently certified.
- Santa Barbara APCD staff inspected stationary backup generators at Lift Stations 1 and 8, as well as portable generators that are locally permitted.
- Operations staff continue rainy season planning. Additional equipment and materials for emergency bypass and response have been procured and staff has updated all contact information in our Sewer Emergency Response Plan.
- We are preparing to do localized smoke testing to identify likely sources of inflow during wet weather, based on prior anecdotal information.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Emergency Pipeline Repairs – Resolution No. R-392
Termination of Emergency Action**

DATE: October 29, 2026

REQUESTED ACTION: That the Board terminate the emergency action related to the critical emergency repair of a damaged 12-inch diameter sewer pipeline in accordance with Public Contract Code Section 22050 (c)(3).

BACKGROUND: At a Special Meeting of the Board of Directors held on October 6, 2026, the Board adopted Resolution No. R-392 which determined the existence of an emergency condition pursuant to Public Contract Code sections 20806 and 1102. The District determined it was critical to pursue emergency repair work to immediately respond to and repair a damaged 12-inch diameter gravity sewer pipeline within the wastewater treatment plant site.

The District initially engaged Rain for Rent to provide emergency bypass pumping equipment and worked collaboratively with Sam Hill & Sons on the physical repair to the damaged pipeline. Ultimately, Walsh Construction, the general contractor constructing the CAPP advanced water purification facility accepted responsibility and took over all of the emergency activities and contracting, as Walsh's shoring subcontractor inadvertently caused the damage to the District's infrastructure.

Section 22050(c)(3) of the Public Contract Code requires that "the Board terminate the emergency action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts." Based on the required measures to complete the repair work, it is appropriate for the Board to take this action at this time.

RECOMMENDATION: Staff recommends that the Board terminate the emergency action.

SUGGESTED MOTION: I move that the Board terminate the emergency action related to the District's emergency pipeline repair work authorized by Resolution No. R-392 in accordance with Public Contract Code Section 22050 (c)(3).

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Public Contract Code Section 22050

PUBLIC CONTRACT CODE SECTION 22050

22050. (a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

(2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c) (1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

(d) As used in this section, "public agency" has the same meaning as defined in Section 22002.

(e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Sections 20133, 20134, 20168, 20193, 20205.1, 20213, 20223, 20233, 20253, 20273, 20283, 20293, 20303, 20313, 20331, 20567, 20586, 20604, 20635, 20645, 20685, 20736, 20751.1, 20806, 20812, 20914, 20918, 20926, 20931, 20941, 20961, 20991, 21020.2, 21024, 21031, 21043, 21061, 21072, 21081, 21091, 21101, 21111, 21121, 21131, 21141, 21151, 21161, 21171, 21181, 21191, 21196, 21203, 21212, 21221, 21231, 21241, 21251, 21261, 21271, 21290, 21311, 21321, 21331, 21341, 21351, 21361, 21371, 21381, 21391, 21401, 21411, 21421, 21431, 21441, 21451, 21461, 21472, 21482, 21491, 21501, 21511, 21521, 21531, 21541, 21552, 21567, 21572, 21581, 21591, 21601, 21618, 21624, 21631, 21641, and 22035.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Amendment No. 3 to Cash Contract No. 524 – TerraVerde Energy
Energy Consulting Services**

DATE: October 29, 2026

REQUESTED ACTION: That the Board approve a third amendment to Cash Contract No. 524 between the District and TerraVerde Energy for energy consulting services during construction of a battery energy storage project at the District's wastewater treatment facility.

FUNDING SOURCE: Capital Improvement Program / SGIP Incentive / IRA-ITC Tax Credit

BACKGROUND: On December 17, 2024 the District approved Cash Contract No.524, engaging TerraVerde Energy LLC (TerraVerde) to review energy use across the District facilities and evaluate the potential benefits of implementing battery energy storage and/or on-site solar generation at the District's wastewater treatment facility. Two contract amendments have been authorized for services to solicit design-build proposals from qualified vendors for a battery only installation and provide project management and coordination through the design/build process.. TerraVerde's scope also includes coordination with Holt Renewables, the design-build contractor, and SCE on the SGIP grant process. The currently authorized contract amount is \$121,900.

The design process has been protracted and has required more effort from TerraVerde than was anticipated. The District asked to include replacement of our existing automatic transfer switch in the project scope to leverage the battery system during unplanned grid outages and to proactively replace aging infrastructure. TerraVerde has supported this effort and has provided additional technical engineering support to ensure that the microgrid design will meet all operational objectives. At this point, the project schedule is expected to extend through mid-2027.

TerraVerde is requesting an amendment to their contract to account for the additional project management and design support services and to cover continuing project oversight through completion. The attached memo, dated October 13, 2026, summarizes the additional scope, which would proceed on a time and materials basis. If authorized, Cash Contract No. 524 would be increased by \$40,000, making the total contract value \$161,900, and the term would be extended through July 31, 2027.

We continue to expect that some of the project management costs, including the services provided by TerraVerde, will be eligible for partial reimbursement through the SGIP funding program and/or the IRA/ITC tax credits that are being pursued for this project.

RECOMMENDATION: Staff recommends that the Board approve Amendment No. 3 to Cash Contract No. 524 between the Carpinteria Sanitary District and TerraVerde Energy, increasing the authorized fee by \$40,000 to \$161,900.

SUGGESTED MOTION: I move that the Board approve Amendment No. 3 to Cash Contract No. 524 between the Carpinteria Sanitary District and TerraVerde Energy as presented.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Contract Amendment Letter
10/13/26 Letter Proposal from TerraVerde Energy LLC



CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013

Phone (805) 684-7214 · Fax (805) 684-7213

October 29, 2026

Mr. Tony Pastore
TerraVerde Energy LLC
1300 22nd Street, Unit 401
San Francisco, CA 94107

Subject: Carpinteria Sanitary District Cash Contract No. 524
Energy Consulting Services
Contract Amendment No. 3

Dear Tony,

This letter authorizes an amendment to the scope of services and authorized fee set forth in the subject agreement between TerraVerde Energy and the Carpinteria Sanitary District (District). We have greatly benefitted from your ongoing services and look forward to TerraVerde's support through project completion.

Cash Contract No. 524 is hereby modified to include the tasks outlined in your October 13, 2026 memorandum regarding continuing construction support consulting services. Accordingly, the authorized fee will be increased by \$40,000, making the revised contract amount **\$161,900**. The term of the agreement is hereby extended through July 31, 2027. All other provisions of Cash Contract No. 524 remain in full force and effect.

Thank you very much for your continued assistance on this important project. Please don't hesitate to contact me at 684-7214 x112 or by email at craigm@carpsan.com with any questions or comments.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Craig M. Murray, P.E.
General Manager

DATE October 13, 2026
SUBJECT Carpinteria Sanitary District RFP Amendment #3
TO Craig Murray, General Manager
FROM Tony Pastore, Senior Advisor, TerraVerde Energy

Executive Summary

This memo details a request from TerraVerde Energy for a \$40,000 Amendment #3 to Cash Contract #524, executed April 15, 2025 with Carpinteria Sanitary District (the "District").

The requested Amendment #3 is for additional effort associated with the ongoing contractor negotiations, microgrid design and diligence, sequence of operations refinement, addition of the Automatic Transfer Switch (ATS) scope, as well as the general timeline extension to respond and manage these efforts for the Carpinteria Sanitary District Battery project. Additional detail:

Item	Description
Microgrid Diligence	Facilitate stakeholder discussion to define backup power objectives, operational priorities, reliability requirements, and future generator integration goals for the Battery Energy Storage System.
Sequence of Operations Coordination	Develop and document the desired Sequence of Operations (SOO), including utility outage response, battery-supported backup operation, and future microgrid functionality and potential generator transition strategy.
Design Coordination	Coordinate review and alignment of the design approach among the District, equipment suppliers, and design team.
Automatic Transfer Switch (ATS) Integration	As the District has opted to replace the aged ATS, TerraVerde has worked with the District, contractor and supplier to resolve best approach and overall integration of this work into the contractor scope.
Timeline Extension	The project had an original timeline extending through February 2027. As of writing this, TerraVerde believes the timeline will need to extend into June of 2027.

TerraVerde Energy greatly appreciates the opportunity to serve Carpinteria Sanitary District and the community of Carpinteria.

I am happy to schedule a conference call to discuss the above at your convenience.

Sincerely,



Tony Pastore, Senior Energy Advisor
TerraVerde Energy
530.308.2459



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: Cash Contract No. 540 – Sam Hill & Sons, Inc.
Padaro Lane Manhole Frame and Cover Replacement

DATE: October 29, 2026

REQUESTED ACTION: That the Board review and approve Cash Contract No. 540 between the Carpinteria Sanitary District and Sam Hill & Sons, Inc. for maintenance replacement of manhole frames and covers on Padaro Lane.

FUNDING SOURCE: Account 5690-01 (Collection System Maintenance)

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 \$75,000. The District may contract with any company on its list of qualified contractors under this program.

The eastern portion of Padaro Lane is subject to flooding during rain events. There are five District manholes within Padaro Lane that become submerged and are likely the source of significant inflow to the system. In advance of the “Super El Nino” rainy season, the District intends to replace these manhole frames and covers with gasketed, watertight lids. This is in a narrow section of Padaro Lane and will require traffic control and expedient installation. Staff contacted Sam Hill & Sons (SHS) to obtain a quote for this replacement work. SHS has done several similar manhole raising projects in association with pavement overlay work and their work product has been good.

Cash Contract No. 540 was prepared to engage SHS to replace the five manhole frame and covers, including new concrete collars as described in Cash Contract No. 540. SHS is on the District’s CUPCCA contractor list and is currently constructing the CAPP purified water pipeline, the proposed cost for the work \$25,472.83.

If authorized, the work would be completed as soon as possible. The form of agreement is based on the District’s standard contract for maintenance related activities.

RECOMMENDATION: Staff recommends that the Board review and approve Cash Contract No. 540 between the Carpinteria Sanitary District and Sam Hill & Sons, Inc. with a not to exceed contract amount of \$25,472.83 as presented.

SUGGESTED MOTION: I move that the Board approve Cash Contract No. 540 between the Carpinteria Sanitary District and Sam Hill & Sons, Inc. as presented.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

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

Attachment: Cash Contract No. 540

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CASH CONTRACT NO. 540

PADARO LANE MANHOLE FRAME AND COVER REPLACEMENT

MAINTENANCE SERVICES AGREEMENT BETWEEN THE CARPINTERIA SANITARY DISTRICT AND SAM HILL & SONS, INC.

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 29th day of October, 2026, by and between the CARPINTERIA SANITARY DISTRICT, a special district ("DISTRICT") and SAM HILL & SONS, 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 lump sum reimbursement basis for CONTRACTOR's services generally described in "Exhibit A," which is incorporated by reference. DISTRICT will pay such amount promptly, but not later than 30 days after receiving CONTRACTOR's invoice. Payment shall not exceed \$25,472.83 without written authorization from the DISTRICT General Manager.

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 20 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. PREVAILING WAGES.

- A. Pursuant to Labor Code § 1720, as specified in 8 California Code of Regulations § 16000 and set forth in DIR Decision Nos. 99-028 and 2000-091, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from DISTRICT's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. DISTRICT directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

- vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by DISTRICT, CONTRACTOR must provide copies of the records at its cost.

5. 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.

6. 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.

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

- A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and
- B. DISTRICT gives CONTRACTOR a written 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.

8. 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.

9. 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.

10. 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 it is 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.

11. 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:

To DISTRICT:
Craig Murray, P.E.
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

To CONTRACTOR:
Sean Sorrenti
Sam Hill & Sons, Inc.
P.O. Box 5670
Ventura, CA 93005

- 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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

SAM HILL & SONS, INC.

Craig Murray, General Manager
Carpinteria Sanitary District

By: _____
Sam Hill & Sons, Inc.



P.O. Box 5670
Ventura, CA 93005
Phone: (805) 644-6278
Fax: (805) 644-2813

To:	Carpinteria Sanitary District	Contact:	
Address:	5300 Sixth Street Carpinteria, CA 93013	Phone:	805-684-7214
Project Name:	Padaro Lane Manhole Frame and Cover Replacement	Email:	
Project Location:	Padaro Lane, Carpinteria	Bid Date:	10/26/26

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	24" Manhole Frame And Cover Replacement - Remove Existing Frame And Cover And Replace With 24" Pamrex	5.00	EACH	\$3,905.13	\$19,525.65
002	Traffic Control	1.00	LS	\$5,947.18	\$5,947.18

Total Bid Price: \$25,472.83

Notes:

- **Included:** Traffic Control, Work Hours: 8:00AM - 5:00PM, Material Included: Grade Rings, concrete and mortar.
- **Excluded:** Asphalt paving, epoxy or any special lining material or water proofing, ring & cover, replacement of cone or shaft / barrel material,
- Price is good for 30 days from date of quote.
- **DIR #1000008073**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Sam Hill & Sons, Inc. Authorized Signature: _____ Estimator: Caleb Litten 805-432-5739 caleb@samhillandsons.com
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Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Authorization to Engage Operational Technical Services for Treatment Supervisor Recruitment**

DATE: October 29, 2026

REQUESTED ACTION: Authorize the General Manager to execute a professional recruitment services agreement with Operational Technical Services, LLC (OTS) to assist with the recruitment and hiring of a Treatment Supervisor.

BACKGROUND: The Carpinteria Sanitary District is currently recruiting to fill the Treatment Supervisor position. This position provides essential oversight of wastewater treatment operations, including regulatory compliance, treatment process management, maintenance coordination, and supervision of treatment personnel. Copies of recruitment flyers for this role are attached to provide context. To date we have received no applications or inquiries, despite a broad solicitation.

Recruitment of qualified wastewater treatment professionals has become increasingly challenging due to the specialized technical qualifications, certification requirements, and experience necessary for these positions. To supplement the District's current recruitment efforts and expand the pool of qualified candidates, staff recommends engaging a professional recruitment firm with experience in the water and wastewater industry.

Operational Technical Services, LLC (OTS) provides specialized staffing and recruitment services for the water and wastewater industry. Staff proposes utilizing OTS to assist with identifying and referring qualified candidates for the Treatment Supervisor position. Under the proposed Direct Hire Agreement, OTS will use diligent efforts to identify candidates whose qualifications are consistent with the District's position description and provide resumes and candidate profiles for District evaluation.

The District will retain responsibility for reviewing candidates, conducting interviews, evaluating qualifications, and making all employment decisions. The agreement establishes a contingency-based fee structure, meaning that no placement fee is payable unless the District hires a candidate referred by OTS.

The principal agreement terms include:

- **Recruitment Fee:** 25% of the selected candidate's accepted first-year base salary.
- **Payment:** Due within 30 calendar days of the candidate's employment start date.
- **Agreement Term:** One year, with automatic annual renewals unless either party provides 60 days' advance written notice.
- **Termination:** Either party may terminate the agreement with 30 days' written notice, subject to outstanding contractual obligations.
- **Placement Guarantee:** A limited 90-day guarantee applies if the District terminates a placed employee within the guarantee period, subject to specified conditions. OTS may

provide a replacement candidate or partial refund at its discretion.

- **Additional Services:** Background investigations and drug screenings, if requested, are billed separately.

Engaging OTS will provide an additional recruitment resource while allowing the District to continue its existing recruitment activities. The contingency fee structure limits the immediate financial commitment and aligns payment with the successful hiring of a candidate.

FISCAL IMPACT

The agreement provides for a recruitment placement fee equal to 25% of the selected candidate's accepted annual base salary. For illustration, the following placement fees would apply:

Annual Base Salary	Placement Fee
\$120,000	\$30,000
\$130,000	\$32,500
\$140,000	\$35,000
\$150,000	\$37,500

The actual placement fee will depend on the salary offered to and accepted by the successful candidate. No placement fee will be incurred if the District does not hire an OTS-referred candidate. Any separately requested background screening services would result in additional costs. The recruitment expense would be funded through the District's operating budget, subject to available appropriations.

RECOMMENDATION: The Treatment Supervisor position is important to the District's continued ability to maintain reliable wastewater treatment operations and regulatory compliance. Engaging OTS will supplement existing recruitment efforts, expand access to qualified candidates, and improve the District's ability to fill this specialized position. Staff recommends that the Board authorize the General Manager to execute the proposed Direct Hire Agreement with Operational Technical Services, LLC.

SUGGESTED MOTION: I move that that the Board authorize the General Manager to execute the proposed Direct Hire Agreement with Operational Technical Services, LLC.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachment: Direct Hire Agreement with Operational Technical Services

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Carpinteria Sanitary District

JOB ANNOUNCEMENT

WASTEWATER TREATMENT PLANT SUPERVISOR

Monthly Salary Ranges:

\$11,184 - \$13,594

The Carpinteria Sanitary District is seeking a motivated and resourceful individual to fill an open position within the District's Wastewater Operations department. We will consider State certified wastewater treatment plant operators with current Grade 3 or higher with the ability to obtain a Grade 4 within twelve (12) months of accepting position. The ideal candidate will possess an Laboratory Analyst Grade 1 and Mechanical Technologist Grade 2 certification through CWEA. Visit the District's website at www.carpsan.com for detailed information on the position.

Opportunities for professional development are available, as the Carpinteria Advanced Purification Project (CAPP) is in the construction phase. This project includes a 1.2 MGD advanced water treatment facility located at the District's existing treatment plant site. The selected candidate will be a key ground floor participant in this exciting potable reuse project.

Generally, Wastewater Treatment Plant Supervisor responsibilities include supervising employees, monitoring wastewater treatment plant processes, maintaining and repairing equipment and systems, performing routine laboratory tests, and other key tasks necessary to operate a state-of-the-art wastewater treatment facility. Availability for periodic "on-call" duty is mandatory.

Possession of a valid California driver's license and a high school diploma or GED is required. College-level coursework or specialized training in wastewater treatment, water technology, environmental science, chemistry, biology, engineering technology, supervision, public administration, or a related field is desirable. The successful candidate must pass a post-offer, pre-employment physical and background check.

The District offers a competitive compensation package that includes a CalPERS retirement program, medical, dental and vision insurance for employee and dependents, life insurance, sick/vacation leave, and paid holidays.

Qualified candidates should complete a District application and mail it to:

Carpinteria Sanitary District
5300 Sixth St.
Carpinteria, CA 93013

Or apply by:

Fax: 805-684-7213

Email: info@carpsan.com

All application materials will be evaluated and the most highly qualified candidates will be invited to continue in the selection process. This position will remain open until filled. Applications are available at the District office or by visiting www.carpsan.com. Resumes in lieu of a District application will not be considered.

ABOUT THE CARPINTERIA SANITARY DISTRICT

The Carpinteria Sanitary District is an award winning independent special district which provides wastewater collection, treatment and disposal services to the residents and businesses of the City of Carpinteria and surrounding areas of the Carpinteria Valley. Carpinteria, known for having the “Worlds Safest Beach”, is centrally located on the coast between the cities of Santa Barbara and Ventura. We are currently constructing a state of the art advanced water purification facility on our site as the key element of the Carpinteria Advanced Purification Project, or CAPP.

CONTACT US

Phone: (805) 684-7214

Fax: (805) 684-7213

Email: info@CarpSan.com

5300 Sixth Street

Carpinteria, CA 93013

For more information and to obtain an application, visit our website at www.CarpSan.com



CARPINTERIA
Sanitary District



JOIN OUR TEAM
**Carpinteria
Sanitary
District**



Application and Selection Process

Employment applications must be completed legibly and as thoroughly as possible. All pertinent information needed to determine that the applicant meets the minimum qualifications must be shown on the application. Information not included on the application will not be considered. Resumes will not be accepted in lieu of a signed and completed Carpinteria Sanitary District employment application. If you have a disability that requires accommodation, please advise the District at 805-684-7214 x111.

The District is an equal employment opportunity employer and makes employment decisions based on merit and operational needs. The District recruits, hires, trains, promotes, discharges, provides benefits, and undertakes other personnel actions without regard to race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, pregnancy, religion, mental or physical disabilities, medical condition, veteran status or other characteristics protected by state or federal law at any time.



Employment Benefits

The Carpinteria Sanitary District offers a competitive compensation package.

Benefits include:

- 100 percent paid medical HMO, benefits for employees and their eligible dependents
- Self-funded dental/vision plan
- 100 percent paid long-term disability and a life insurance policy (\$40,000)
- CalPERS—Employer Paid Member Costs for classic members, 50% cost share for PEPRA members
- Generous vacation, sick leave and holidays
- Training, education

AVAILABLE POSITIONS

Wastewater Treatment Plant Supervisor

\$ 134,203 - 163,124 Annually

This Position will help operate an award winning, 2.5 MGD state of the art treatment facility, supervise employees, monitor wastewater treatment plant processes, maintain and repair equipment and systems, perform routine laboratory tests, and other key duties. The ideal candidate is a Grade 4 operator or can obtain a Grade 4 certification within 12 months.

Wastewater Treatment Plant Operator Grade 3 through 4

\$ 103,027— \$ 139,089 Annually

This position will help operate an award winning, 2.5 MGD state of the art treatment facility. We will consider State certified wastewater treatment plant operators with current Grade 3 or higher.



Direct Hire Agreement

THIS DIRECT-HIRE AGREEMENT (“Agreement”) is entered into on September 14th, 2026 (the “Effective Date”), by and between Operational Technical Services, LLC also known as OTS, a California limited liability company OTS with offices at 10250 Constellation Blvd, Ste 2300, Los Angeles, CA 90067, and Carpinteria Sanitary District (“Client”) located at 5300 Sixth Street, Carpinteria, CA 93013

Client has requested OTS to provide employment recruitment services, and OTS has agreed to provide such services under the terms and conditions contained in this Agreement.

1. **SERVICES:** OTS will provide resumes or candidate profiles to Client for evaluation. OTS will use diligent efforts to identify and refer qualified candidates consistent with job descriptions provided by Client.

OTS does not conduct criminal background investigations and drug screenings prior to referring candidates to Client.

Upon Client’s written request and only after Client has extended a conditional offer of employment to a candidate, OTS may coordinate background investigations and/or drug screenings through third party screening providers.

Client must provide written authorization directing OTS to initiate such screening. Client represents and warrants that it has provided all legally required disclosures and obtained all legally required written authorizations from the candidate under the Fair Credit Reporting Act and any applicable federal, state, or local laws prior to the initiation of any screening.

Client acknowledges that it is solely responsible for all employment decisions and for compliance with any adverse action requirements or other legal obligations arising from the use of screening results. OTS shall not be responsible for Client’s use, interpretation, or reliance upon any screening information.

All screening services requested by Client shall be performed at Client’s expense. Client agrees to reimburse OTS for the full amount charged by the third party screening provider plus an administrative fee equal to ten percent of the total vendor cost. Screening invoices are due within thirty calendar days of invoice date.

2. **TERMS OF SERVICE:** This Agreement shall have a term of one (1) year and shall be automatically extended for additional terms of one (1) year each unless either party shall give written notice to the other of its decision not to renew this Agreement at least sixty (60) days prior to the end of the then-current term of this Agreement. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into

CONFIDENTIAL



and performed at OTS's company headquarters is located in the State of California and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California.

3. **SCOPE OF AGREEMENT:** The terms of this Agreement only pertain to transactions where OTS is providing recruitment services, through the provision of resumes or candidate profiles for Client's evaluation, in support of Client's stated desire to locate, identify, and hire candidates as full-time employees. Client will provide position descriptions to OTS, and OTS will use diligent efforts to identify only those candidates whose qualifications are consistent with the descriptions provided by Client. Any request by client for project support, short term temporary water or wastewater operations, or project management needs shall be subject to a separate agreement.
4. **NON-SOLICITATION:** During the term of this Agreement, OTS agrees that it will not actively solicit any full-time employee of Client's regarding other employment opportunities, unless specifically authorized in writing by Client. Client agrees that it will not directly or indirectly contact any employee of OTS or any candidate recommended by OTS regarding employment opportunities unless that employee's resume has specifically been provided to Client under the terms of this Agreement.
5. **FEES:** Placement fees are payable to OTS on a contingency basis in the event that Client hires a candidate referred by OTS within one (1) year after that candidate was presented to Client. Client must provide OTS a copy of the Offer Letter within 10 days of the candidate accepting the offer. The placement fee payable is equal to **twenty-five percent (25%)** of the candidate's offered and accepted first year expected base salary. First year expected base salary means the annualized base compensation stated in the offer letter, exclusive of bonuses, commissions, equity, signing incentives, relocation benefits, allowances, or any other additional compensation unless expressly agreed in writing. The placement fee is separate from and in addition to any screening services requested by Client. Screening services are not included in the placement fee under any circumstance.

No other earnings are included in this Agreement. Fees are to be paid within thirty (30) calendar days from the starting date of the candidate's employment with Client.

OTS acknowledges that Client is not liable for multiple search firm fees for the same candidate. If duplicate resumes are received from competing search firms for the same candidate, the firm that has presented the candidate first to Client will be entitled to the fee.

Failure to pay any invoice when due shall suspend services and void any refund or replacement obligations.

CONFIDENTIAL



6. **REFUND / GUARANTEE PERIOD:** This guarantee applies only if all invoices have been paid in full and on time. If Client terminates a placed candidate within ninety (90) calendar days of the start date for reasons other than reduction in force, elimination of position, restructuring, or reassignment, Client must notify OTS in writing within five business days of termination and provide the reason for termination.

Upon timely notice, OTS shall, at its sole discretion, either use commercially reasonable efforts to identify a replacement candidate for the same position at no additional placement fee or provide a partial refund of the placement fee actually received.

If a refund is issued, it shall be calculated by multiplying the placement fee actually paid by a fraction, the denominator of which is ninety and the numerator of which is the number of whole or partial calendar days the candidate was employed prior to termination.

No refund shall exceed the placement fee actually received.

This guarantee shall be void if:

- a. Client fails to make timely payment of any invoice
- b. Client materially changes job duties, compensation, reporting structure, or work location from what was originally presented
- c. The candidate resigns due to material changes, non payment of compensation, or other actions attributable to Client
- d. Client rehires the candidate in any capacity within twelve months

The remedies in this section constitute Client's sole and exclusive remedy regarding any placement.

7. **EQUAL EMPLOYMENT COMPLIANCE:** OTS and Client agree that all recruitment, referral, and hiring activities conducted under this Agreement shall comply with all applicable federal, state, and local employment laws, including but not limited to laws prohibiting discrimination and harassment.

Neither party shall make or request employment decisions based on race, color, religion, sex, gender identity, sexual orientation, age, national origin, ancestry, citizenship, marital status, disability, veteran status, or any other protected characteristic under applicable law.

Each party shall be solely responsible for its own compliance with applicable equal employment and labor laws.

8. **CONFIDENTIALITY:** During the performance of this Agreement, it may be necessary

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for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

- or becomes publicly available;
- proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure;
- or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or
- released in response to a subpoena, court order or other legal process.

Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

9. **TERMINATION:** Either party may terminate this Agreement, with a thirty (30) day written notice. Client shall remain responsible for all outstanding invoices, even after any such termination.
10. **ARBITRATION:** Any claim of breach or non-compliance with any provision of this Agreement and all claims, in law or equity, arising out of this Agreement, shall be resolved by binding arbitration before Judicial Arbitration and Mediation Service before one arbitrator, to be conducted at its office located in Los Angeles, California. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to Judicial Arbitration and Mediation Service, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with Judicial Arbitration and Mediation Service or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator from the list of arbitrators provided by Judicial Arbitration and Mediation Service. If the parties are unable to select an arbitrator from the Judicial Arbitration and Mediation Service list of available arbitrators, within ten (10) business days, the arbitrator shall be appointed by Judicial Arbitration and Mediation Service. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree, on the date

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and time selected by the arbitrator. Discovery shall be permitted as authorized by the arbitrator. The successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. General Provisions:

- (a) This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of California. Any arbitration concerning this Agreement, or the parties' rights or obligations pursuant hereto shall be instituted in the County of Los Angeles, California. The parties hereby waive any rights they may have to a change of venue.
- (b) OTS reserves the right to enter into one or more contracts with one or more third party providers to provide similar services at any time.
- (c) This Agreement may not be assigned by either party without the express written consent of the other party.
- (d) Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God," riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.
- (e) This Agreement shall not confer any rights or benefit on any third party.
- (f) Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.
- (g) This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the

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most recent provisions shall be controlling.

- (h) Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s) and all Exhibit(s), shall be deemed an original.
- (i) This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.
- (j) The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- (k) A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the “Notices” paragraph herein below recited.
- (l) In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- (m) All representations and warranties made herein shall survive the execution of this Agreement.
- (n) All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given

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when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

(o)

For Operational Technical Services, LLC:	<u>For Client: Carpinteria Sanitary District</u>
Name: David S. Sibelman	Name: Craig Murray, P.E.
Title: CEO	Title: General Manager
Address: 10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067	Address: 5300 Sixth Street <u>Carpinteria, CA 93013</u>
Email: david@getots.com	Email:
Phone: (424) 285-0051	Phone:
Fax: (424) 285-0122	Fax:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC

Carpinteria Sanitary District

For: Operational Technical Services, LLC

For Client: Carpinteria Sanitary District

David S. Sibelman

Printed Name

Printed Name

Chief Executive Officer

Title

Title

Signature

Signature

Date

Date

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Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: Authorized Salary Matrix Update

DATE: October 29, 2026

REQUESTED ACTION: Review and consider approval of an updated salary matrix for the Carpinteria Sanitary District.

BACKGROUND: The District's current salary matrix was approved with adoption of the FY 2026/27 annual operating budget. The budget document authorized a new Electrical and Instrumentation Technician position and conservatively included funding for this new position. At that time, however, the salary schedule for the position had not been finalized. The position has now been filled and the salary range determined.

The Board Personnel Committee and the Board Finance Committee recently considered a revised matrix that includes the proposed salary step range for the Electrical & Instrumentation Technician authorized position. It is necessary for the full Board of Directors to approve the updated salary matrix.

RECOMMENDATION: Review and consider approval of an updated salary matrix for authorized positions at the Carpinteria Sanitary District.

SUGGESTED MOTION: I move that the Board approve the proposed update to the District's salary matrix as presented (modified).

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Updated Salary Matrix FY 2026/27

\\CARP-FILE01\Admin\Board\Staff Reports\2026\10.29.26_Special\Salary Matrix Upate.doc

Carpinteria Sanitary District
Salary Matrix - Monthly
Fiscal Year 2026/27 - Revised

Positions		A	B	C	D	E
General Manager						\$25,400
District Administrator		\$13,644	\$14,326	\$15,043	\$15,795	\$16,585
Administrative Support Specialist		\$7,055	\$7,408	\$7,778	\$8,167	\$8,575
Assistant Engineer		\$8,480	\$8,904	\$9,349	\$9,817	\$10,307
Operations Manager	1	\$13,687	\$14,371	\$15,090	\$15,844	\$16,636
Treatment Supervisor	1	\$11,184	\$11,743	\$12,330	\$12,946	\$13,594
Operator in Training	1	\$6,462	\$6,785	\$7,124	\$7,480	\$7,854
Operator 1	1	\$7,065	\$7,419	\$7,790	\$8,179	\$8,588
Operator 2	1	\$7,788	\$8,177	\$8,586	\$9,015	\$9,466
Operator 3	1	\$8,586	\$9,015	\$9,466	\$9,939	\$10,436
Operator 4	1	\$9,536	\$10,013	\$10,513	\$11,039	\$11,591
Lab Supervisor	1	\$11,184	\$11,744	\$12,331	\$12,947	\$13,595
Electrical & Instrumentation Technician	1	\$9,665	\$10,148	\$10,656	\$11,188	\$11,748
Collection System Supervisor	1	\$11,184	\$11,743	\$12,330	\$12,947	\$13,594
Collection System Operator 1	1	\$6,256	\$6,569	\$6,897	\$7,242	\$7,604
Collection System Operator 2	1	\$7,108	\$7,463	\$7,836	\$8,228	\$8,639
Collection System Operator 3	1	\$7,778	\$8,167	\$8,575	\$9,004	\$9,454
Collection System Operator 4	1	\$9,354	\$9,822	\$10,313	\$10,829	\$11,370
Maintenance Technician	1	\$5,377	\$5,646	\$5,929	\$6,225	\$6,536

The above matrix includes a 3.2% annual escalation factor (Los Angeles) starting 7/1/26

1) CalPERS uniform allowance for Classic members. Not to exceed \$416 annually.