



SCOTIA COMMUNITY SERVICES DISTRICT
NOTICE IS HEREBY GIVEN THAT A
REGULAR MEETING
OF THE BOARD OF DIRECTORS

WILL BE HELD AT: 122
MAIN STREET SCOTIA,
CALIFORNIA

Thursday, June 15, 2017
Regular Meeting at 5:30 P.M.

AGENDA

- A. **CALL TO ORDER/ ROLL CALL** The Presiding officer will call the meeting to order and call the roll of members to determine the presence of a quorum.

PLEDGE OF ALLEGIANCE

- B. **SETTING OF AGENDA**

The Board may adopt/ revise the order of the agenda as presented.

- C. **CONSENT CALENDAR**

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C1. Approval of Minutes from Previous Meetings

May 18, 2017

C2. Approval of May 23, 2017 - May 31, 2017 Check Register

- D. **PUBLIC COMMENT & WRITTEN COMMUNICATION**

Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. Comments should be limited to three minutes.

Tracy O'Connell, Rio Dell-Scotia chamber

- E. **PUBLIC HEARING – NONE**

- F. **BUSINESS**

H1. New Business –

- a. **Consider adoption of Resolution 2017-7: A Resolution of the Scotia Community Services District Board of Directors Opting Out of Even Year Elections** p. 6
- b. **Consider adoption of Resolution 2017-8: A Resolution of the Scotia Community Services District Board of Directors adopting rate for Board Stipend** p. 10
- c. **Second Reading and consideration of adoption of Ordinance 2017-3: Scotia Community Services District Board of Directors Cross Connection Control Ordinance** p. 12
- d. **Consider adoption of Nancy Diamond Law Contract Extension**
- e. **Consider adoption of Planwest Partners Professional Services Agreement** p. 17
- f. **Museum vs. Daycare Discussion Item**

AGENDA FOR MEETING OF THE SCSD BOARD OF DIRECTORS

June 15, 2017

POSTED at 5:00 PM June 8, 2017

g. Name negotiators for Daycare facilities and associated properties

h. Review Engine #9 and associated equipment

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H2. Old Business –

G. REPORTS

No specific action is required on these items, but the Board may briefly discuss any particular item raised.

1. President's Report:

2. Board Director Reports:

3. Interim Manager's Report: special meeting scheduled for June 29th, 2017 @ 5:30pm

4. Special Counsel's Report:

5. Engineer's Report:

6. Fire Chief's Status Report:

7. Board Clerk Report: Final Budget and Appropriations Limit on for June 29th special meeting, Escrow Update, Office Set-up Update, Redwood Capital Bank Update, SCSD Mixer Discussion Item for July meeting

H. ADJOURNMENT

Next Regular Meeting of the SCSD will be July 20, 2017 at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

Minutes of the REGULAR Board Meeting for the
Scotia Community Services District
Thursday, May 18, 2017 at 5:30 P.M.

A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE

The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:32 pm with the following directors in attendance:

Diane Bristol Director - present
Gayle McKnight Director – present
Paul Newmaker Director – present
Susan Pryor Director – present
Rick Walsh President – present

Staff: S. Davidson, L. Marshall, T. Boobar

B. SETTING OF AGENDA

No changes

C. CONSENT CALENDAR

C1. Approval of Minutes from Previous Meetings

April 20, 2017

April 27, 2017

Motion: Motion to approve minutes from previous meetings

Motion: McKnight Second: Pryor

**Motion Vote: Ayes -Bristol, McKnight, Newmaker, Pryor, Walsh Opposed – 0
Absent - 0 Abstain - 0**

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

Dave Rodrigues introduced himself to the Board.

Office of Elections sent candidacy filing notifications and information on moving elections to even year cycles.

E. PUBLIC HEARING – NONE

F. BUSINESS

1. New Business –

**a. Consider adoption of Ordinance 2017-3 Scotia Community Services District *p. 7*
Cross Connection Control Ordinance**

First Reading. T. Boobar introduced. Board Discussed. No public comment.

b. Consider adoption of Resolution 2017-5: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt FY 2016-2017 Fee Schedule

S. Davidson introduced. Costs reflect actual costs necessary. Document is reviewed annually. Public Comment included:

Nina Sellen asked about annual vs. monthly changers for fees and benefit assessments. Dave Rodrigues asked about wastewater flows, if they are based off of winter rates. They are not, as the district does not

have historic winter usages to base off. District may consider in the future. Flows are based off monthly flows.

Motion: Motion to adopt Resolution 2017-5: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt FY 2016-2017 Fee Schedule

Motion: Pryor **Second:** Newmaker

Motion Vote: **Ayes - Bristol, McKnight, Newmaker, Pryor, Walsh** **Opposed – 0**
Absent - 0 **Abstain - 0**

c. Appoint District Treasurer

Introduced by T. Boobar and S. Davidson. District must, by law, have a treasurer for funds not kept by the County. Item further addressed in item “e. Consider adoption Resolution 2017-6 Establishing an Alternative Depository of District Funds in addition to County Treasury”.

d. Review accounting proposals and select District Accountant

L. Marshall introduced. Staff and Board discussed. No public comment.

Motion: Motion to hire accounting firm Anderson, Lucas, Somerville and Borges for start-up and FY 2017-2018 accounting services

Motion: Pryor **Second:** Bristol

Motion Vote: **Ayes - Bristol, McKnight, Newmaker, Pryor, Walsh** **Opposed – 0**
Absent - 0 **Abstain - 0**

e. Consider adoption Resolution 2017-6 Establishing an Alternative Depository of District Funds in addition to County Treasury

Staff working with Umpqua bank, but may consider other banks considering timing. GM or his/her designee will be Treasurer.

Motion: Motion to adopt Resolution 2017-6 Establishing an Alternative Depository of District Funds in addition to County Treasury with suggested changes

Motion: Newmaker **Second:** McKnight

Motion Vote: **Ayes - Bristol, McKnight, Newmaker, Pryor, Walsh** **Opposed – 0**
Absent - 0 **Abstain - 0**

f. Consider SCSD Start-up business – bank account, software

L. Marshall introduced software and banking. Staff and Board discussed. No public comment.

Motion: Motion to set up account with Umpqua and approve staff drafting Umpqua Authority Letter and authorize President Walsh to sign.

Motion: McKnight **Second:** Newmaker

Motion Vote: **Ayes - Bristol, McKnight, Newmaker, Pryor, Walsh** **Opposed – 0**
Absent - 0 **Abstain - 0**

2. Old Business –

a. Draft FY 2017-2018 Budget

Introduced by S. Davidson, Acting General Manager. Board discussed. No action was taken.

G. REPORTS

No specific action is required on these items, but the Board may briefly discuss any particular item raised.

1. President’s Report: None.

2. **Board Director Reports:** None.
3. **Interim Manager's Report:** (Acting GM S. Davidson) District in escrow, closing projected for the 19th. Billing will commence soon. District may want to consider shared utilities with Rio Dell in the future.
4. **Special Counsel's Report:** Contract ending in June, new one at June meeting. Should consider scheduling an ethics and Brown Act refresher.
5. **Engineer's Report:** Phase 2 will be complete by end of summer, then construction will begin on Corridor, with Phase 3 following.
6. **Fire Chief's Status Report:** June
7. **Board Clerk Report:** Elections Office materials (covered in written communication)

H. ADJOURNMENT

Meeting adjourned at 7:31 pm by Board President Rick Walsh.

These minutes were approved by the Board of Directors of the Scotia Community Services District on June 15, 2017 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

 Rick Walsh, President
 Board of Directors
 Scotia Community Services District

 Date

ATTEST:

 Leslie Marshall, Board Clerk
 Scotia Community Services District

 Date



COUNTY OF HUMBOLDT
Office of Elections & Voter Registration

2426 6th Street
Eureka, CA 95501-0788
707-445-7481
Fax 707-445-7204

TO: Scotia CSD
P.O. Box 104
Scotia, CA 95565

FROM: Lucinda Jackson, Administrative Analyst

DATE: April 14, 2017

SUBJECT: SB415 & Moving to Even-Year Elections

REQUIRES DISTRICT BOARD ACTION

What is SB 415?

On September 1, 2015, Governor Jerry Brown signed Senate Bill 415 (SB 415), also known as the California Voter Participation Act (CVPA), into law becoming Division 14, Chapter 1.7 of the Elections Code, Sections 14050-14057 (Attachment 1). The law requires special districts with regularly scheduled odd-year elections that have experienced “significant decrease in voter turnout” in a regularly scheduled election to move from odd-year district elections to even-year statewide general elections.

Your District May Elect to Move to Even-Year Elections

Significant decrease in voter turnout is described as voter turnout that is at least 25 percent less than the average turnout for the previous four statewide general elections (Elections Code, Section 14051(b)). Based on this formula, the Scotia CSD is not required, but may elect to move to even-year elections. Districts not required to move may still elect to move to even-year elections pursuant to Elections Code, Sections Code 10404 (Attachment 1).

Resolution Deadline to Move to Even-Year Elections

Pursuant to Elections Code 10404(b)(2), districts moving to even-year elections must submit a resolution to the Humboldt County Board of Supervisors “no later than 240 days prior to the date of the currently scheduled district election”. The deadline for 2017 has expired. The next deadline to submit resolutions to move to even-year elections is **March 11, 2019**. A resolution template is attached for convenience (Attachment 2). You may also contact me at ljackson@co.humboldt.ca.us to request an electronic resolution template.

Attachments

Attachment 1: Elections Code, Sections 14050-14057 and 10404.

Attachment 2: Resolution Template

Please feel free to contact me at 707-445-7481 with questions.

RESOLUTION NO. 2017-7

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
OPTING OUT OF EVEN YEAR ELECTIONS**

WHEREAS, the Scotia Community Services District (“Scotia CSD”) is organized and operates within Humboldt County pursuant to the California Government Code Section 61000, *et seq.*; and

WHEREAS, California Senate Bill 415, an act (which may be cited to as the California Voter Participation Rights Act (herein "the Act")) to add Chapter 1.7 (commencing with Section 14050) to Division 14 of the Elections Code, was approved by the California Governor and filed with the Secretary of State on September 1, 2015; and

WHEREAS, commencing January 1, 2018, the Act prohibits a political subdivision from holding an election other than on a statewide election date (i.e. "off-cycle") if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly scheduled election in the political subdivision being at least 25% less than the average voter turnout within the political subdivision for the four-previous statewide general elections; and

WHEREAS, the Act authorizes attorney's fees to a prevailing plaintiff who has appropriately filed an action in superior court to enforce the Act's prohibition; and

WHEREAS, a political subdivision may, however, hold an off-cycle election if, by January 1, 2018, the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election; and

WHEREAS, statewide general elections are held in California only in June and November of even-numbered years (e.g. next election June and November 2018) (Elections Code section 1001); and

WHEREAS, generally voter turnout is greater for statewide general elections than for local elections held in November of odd-numbered years; and

WHEREAS, the District may achieve a savings in the cost of its elections, if the District's elections are consolidated with the statewide general elections; and

WHEREAS, the elections and terms of office for board members are determined pursuant to the Uniform District Elections Law (Elections Code section 10500 *et seq.*); and

WHEREAS, Elections Code 1302(b) establishes a procedure whereby the Governing Board may change the election date for its board members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county (Elections Code Section 10404.5); and

WHEREAS, the current date for election of members of the Board of Directors of the District is every two (2) years on the first Tuesday after the first Monday in November of odd-numbered years (e.g. November 2017 and 2019); and

WHEREAS, the District has not held an election in the general election for its Directors in previous years, as applicants have run unopposed, or been appointed to their elected positions, and therefore have no record of voter turn-out according to the Humboldt County Office of Elections (See Attachment A).

WHEREAS, as a result of these facts, the Board elects not to change the date of future board member elections to be consolidated with the California statewide general election at this time; and

WHEREAS, it is requested that the election date remain at the first Tuesday after the first Monday in November 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Services District as follows:

Section 1: Each of the foregoing is true and correct.

Section 2: The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 3: The Board of Commissioners declares its intent to adopt this resolution to opt out of consolidating the election date for members of the Board with the date for the California general election in November in even-numbered years (Elections Code section 1001) pursuant to Elections Code section 10404(b).

Section 4: The Board Secretary will forward this resolution to the Humboldt County Board of Supervisors explaining the rationale for the resolution after the resolution has been posted in accordance with the law.

Section 5: This resolution shall be effective upon adoption.

Dated: June 15, 2017

APPROVED:

Rick Walsh, Board President, Scotia CSD

ATTEST:

Board Clerk, Scotia CSD

Attachment A: Humboldt County Office of Elections Voter Turnout Analysis Aggregate List

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2017-7, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the 15th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

RESOLUTION NO. 2017-8

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
ESTABLISHING A BOARD STIPEND AND COMPENSATION FOR EXPENSES
INCURRED BY DIRECTORS**

WHEREAS, the California Government Code Section 61047(a) provides that each community services district board member may receive compensation; and

WHEREAS, the California Government Code Section 61047(c) provides that board members may receive their actual and necessary traveling and incidental expenses incurred while on official business; and

WHEREAS, the Scotia Community Services District Board Policy Manual Section 4.0 allows for and delineates the compensation of board members for their attendance at meetings.

NOW, THEREFORE, the Scotia Community Services District does hereby resolve as follows:

Section 1. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2. The Board of Directors shall be compensated via stipend at a rate of fifty dollars (\$50.00) per meeting not to exceed a total of six meetings in a month. The definition of a meeting for stipend purposes shall be as defined in Board Policies.

Section 3. The Board of Directors shall be compensated for any allowable expenses, as defined by Board Policies, incurred while on official business.

This resolution shall be effective upon its adoption.

Dated: June 15, 2017

APPROVED:

Rick Walsh, Board President, Scotia CSD

ATTEST:

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2017-8, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the 15th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Scotia Community Services District

Staff Report

DATE: June 11, 2017
TO: Scotia Community Services District Board of Directors
FROM: Tracy M Boobar, Special Counsel to the SCSD
SUBJECT: SCSD Cross Connections Control Ordinance 2017-3

RECOMMENDATION:

Legal counsel recommends that the Board approve the SCSD Cross Connection Control Ordinance (“CCC”).

ACTION:

Adopt the SCSD CCC, by Ordinance.

DISCUSSION:

The purpose of this ordinance is to protect the public water supply system from contamination due to potential and actual cross-connections. The SCSD will accomplish this by the establishment of a cross-connection control program as required by State regulations, Title 17, Sections 7583 – 7605 of the California Code of Regulations, entitled “Regulations Relating to Cross-Connections”.

Each service connection from the Scotia Community Services District water system for supplying water to premises having an auxiliary water supply or that meets any of the criteria listed below shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the Scotia Community Services District, and is approved by the public health agency having jurisdiction.

All new service installations shall be equipped with a backflow device that has passed laboratory and field evaluation tests performed by a recognized testing organization. ^{[[[}SEP]

FISCAL IMPACT:

None

ORDINANCE 2017-3
AN ORDINANCE OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD
OF DIRECTORS
ADOPTING CROSS CONNECTION CONTROL ORDINANCE

The Board of Directors of the Scotia Community Services District does ordain as follows:

Section 1: Cross Connection Control Ordinance is hereby adopted as follows:

SECTION I – PURPOSE

The purpose of this ordinance is to protect the public water supply system from contamination due to potential and actual cross-connections. This shall be accomplished by the establishment of a cross-connection control program as required by State regulations. This ordinance is adopted pursuant to Title 17, Section 7583 – 7605, inclusive, of the California Code of Regulations, entitled “Regulations Relating to Cross-Connections”.

SECTION II – WHERE PROTECTION IS REQUIRED

Each service connection from the Scotia Community Services District (“SCSD” or “District”) water system for supplying water to premises having an auxiliary water supply or meets any of the criteria listed below shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the Scotia Community Services District, and is approved by the public health agency having jurisdiction.

Requirements for Backflow Devices:

All new service installations shall be equipped with a reduced pressure principle assembly (RPP) backflow device that has passed laboratory and field evaluation tests performed by a recognized testing organization that has demonstrated their competency to perform such tests to the California Department of Public Health. Such institutions include the University of Southern California and the American Water Works Association.

A list of approved devices shall be provided upon request.

The cost of the backflow device, the installation and initial testing shall be arranged by and at the owner’s expense.

The new device shall be installed directly after the outlet of the meter connection and isolated from the public meter with a private shut-off valve.

The new service shall not be put into service until the unit is tested by a certified backflow tester approved by the District and the completely filled out “Backflow Prevention Assembly Test and Maintenance Report” is submitted to the District.

All premises where an irrigation system is directly supplied from the water system into which herbicides, pesticides, or fertilizers are, or can be, injected require an RPP.

Premises where entry is denied or restricted to the degree that inspections for cross-connections cannot be made with sufficient frequency or upon short notice to ensure that

cross-connections do not exist shall require an RPP.

Each service connection from the Scotia Community Services District water system for supplying water to any premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the Scotia Community Services District water system which have been subjected to deterioration in sanitary quality.

SECTION III – RESPONSIBILITY

The General Manager or designee shall be responsible for implementing and enforcing the cross-connection control program. An appropriate backflow prevention assembly shall be installed by and at the expense of the water user at each user-connection where required to prevent backflow from the water user's premises to the domestic water system. It shall be the water user's responsibility to comply with the Scotia Community Services District requirements.

SECTION IV – CROSS-CONNECTION PROTECTION REQUIREMENTS

The type of protection that shall be required to prevent backflow into the public water supply system shall be commensurate with the degree of hazard, actual or potential, that exists on the water user's premises. Unprotected cross-connections with the public water supply are prohibited. The type of backflow prevention assembly that may be required (listed in decreasing level of protection) includes: Air-gap separation (AG), Reduced Pressure Principle Backflow Prevention Assembly (RPP), and Double Check Valve Assembly (DC). The water user may choose a higher level of protection than required by the water supplier. The minimum type of backflow protection required to protect the approved water supply at the user's water connection to premises with varying degrees of hazard are listed in Table 1 of Section 7604, Title 17. Situations that are not covered in Table 1 shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the District. Scotia Community Service District reserves the right to assign the type of protection it deems necessary to protect the public water supply.

SECTION V – BACKFLOW PREVENTION ASSEMBLIES

Only backflow prevention assemblies which have been approved by the Scotia Community Services District shall be acceptable for installation by a water user. A list of approved backflow prevention assemblies will be provided upon request to any customer. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, Title 17. Location of the assemblies shall be directly after the meter connection to the premises. Scotia Community Services District shall have the final authority in determining the required location of a backflow prevention assembly.

SECTION VI --- TESTING OF BACKFLOW DEVICES

Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. More frequent testing may be required if deemed necessary by the Scotia Community Services District. Testing shall be arranged and tested at customer expense by a certified backflow tester.

SECTION VII – WATER SERVICE TERMINATION

Per California Code of Regulations, Title 17, when the Scotia Community Services District

encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated the procedure for terminating water service shall be instituted. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following:

1. Refusal to install or test a backflow prevention assembly, or to repair or replace a faulty backflow prevention assembly when instructed by SCSD.
2. Direct or indirect connection between the public water system and a sewer line.
3. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
4. Unprotected direct or indirect connection between the public water system and an auxiliary water system.
5. Failure to submit a “Backflow Prevention Assembly Test and Maintenance Report” to the District within ten days of testing.

For condition 1, the Scotia Community Services District will terminate service to the water user’s premises after proper notification has been sent. If no action is taken within the allowed time period, water service shall be terminated.

For conditions 2, 3, 4 and 5, the Scotia Community Services District shall take the following steps:

1. Make reasonable effort to advise the water user of intent to terminate water service.
2. Terminate water service and lock service valve. The water service shall remain inactive until correction of violations has been approved by the Scotia Community Services District.

Section 2: Severability. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Chapter. The Board of Directors hereby declares that it would have passed this Chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid under law.

Section 3: California Environmental Quality Act (CEQA) Determination. Under the EIR that was completed upon the formation of the Scotia Community Services District, a determination was made that the District would not result in a significant environmental impact. This ordinance is also exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 4: Limitation of Actions. Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 5: This ordinance will take effect thirty (30) days after the date of its adoption.

DATE: June 15, 2017

ATTEST:

APPROVED:

Clerk, Scotia CSD

President, Scotia CSD

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance 2017-3, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the 15th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk, Scotia Community Services District

Scotia Community Services District

Staff Report

DATE: June 15, 2017

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, District Manager

SUBJECT: Planwest Partners Inc. Professional Services Agreement, with Scotia CSD, for FY 2017/2018

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider authorizing the President of the Board to sign the Planwest Partners Inc. (PPI), Professional Services Agreement, for fiscal year 2017/2018.

ACTION:

Authorize the President of the SCSD Board to sign the attached PPI Professional Services Agreement (Agreement).

DISCUSSION:

The PPI Agreement includes the same scope and the following services listed in extension 5 which was approved, by the Board, on March 16, 2017;

Task 1- Administrative Duties

Task 2- Operations/Management

Task 3- Technical, Managerial, and Financial Assessment

Task 4- National Pollutant Discharge Elimination System Permit (NPDES)

Task 5- Grant Research/Writing

These tasks are required for the SCSD contract staff to provide the Proposition 218 approved services, to the Scotia Community.

FISCAL IMPACT:

See attached PPI Agreement, which includes monthly staffing costs.

**EXTENSION SIX OF AGREEMENT BETWEEN THE
SCOTIA COMMUNITY SERVICES DISTRICT
AND
PLANWEST PARTNERS INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT EXTENSION for Professional Services (“Agreement”) is made by and between Planwest Partners Inc., a planning consulting firm, hereinafter referred to as “Consultant,” and the Scotia Community Services District, hereinafter referred to as “District.” This Agreement is effective as of date signed by both parties and extends the Original Agreement through June 30, 2018.

- 1. Scope of Services.** Consultant will perform professional services for District in accordance with Exhibit A, Scope of Services, attached hereto and incorporated herein.
- 2. Term.**
 - a) Commencement. No services shall be performed or furnished under this Agreement until District has provided notice to commence services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by District of all insurance certificates.
 - b) Termination. Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice District for and to receive payment for all acceptable services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
 - c) Time for Completion. Consultant shall complete specific tasks in accordance with time frames outlined in Exhibit A.
- 3. Compensation for Services.**
 - a) Payment. District shall pay Consultant on a time and materials basis at the rates specified in Exhibit B, Payment Schedule, attached hereto and incorporated herein.
 - b) Invoicing. Consultant shall prepare and submit its invoices to District no more than once per month and shall provide a time summary of work performed. District to pay undisputed invoices within 30 days of receipt. If District disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount.
- 4. Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this Agreement.
- 5. Independent Contractor Status.** Consultant is performing services as an independent contractor for District, and is neither an employee nor an agent of District. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and District’s only interest shall be in the results of such services. District’s liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on District’s account. This Section shall also apply to any of Consultant’s subcontractors.

- 6. Document Submission and Title to Documents.** Consultant agrees that all data, plans, reports, maps, memoranda, manuals, letters and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of District upon delivery. District may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
- 7. Designation of Representative.** Consultant and District shall designate specific individuals to act as representatives (“Designated Representative”), who shall have District to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
- 8. Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U.S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Scotia Community Services District
 Rick Walsh, Board President
 122 Main Street
 Scotia, CA 95565

Planwest Partners Inc.
 George Williamson, Principal Planner
 1125 16th Street, Suite 200
 Arcata, CA 95521

9. Indemnification.

When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless District and its boards, task forces, officials, employees and agents (collectively “Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

10. Insurance.

a) Insurance Requirements.

- i. Prior to performing any services hereunder and until the services have been completed in accordance with this Agreement and accepted by the District, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, District may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming District as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
- iii. District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

- b) Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the services, or by

anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 Single Limit, any one claim and annual aggregate.

- c) Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- e) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. Dispute Resolution. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

12. Governing Law, Venue. This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

13. Authority. Each party hereto warrants and represents to the other party that such party has the full right, power and District to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

14. Negotiated Agreement, Interpretation. This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

15. Entire Agreement/Modifications and Amendments. This Agreement and all attachments constitutes the entire agreement between District and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

16. Assignment, Subcontract. Consultant may assign its rights, interests, duties or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

SCOTIA COMMUNITY SERVICES DISTRICT: Designated Representative:

Date: _____

Name: Rick Walsh, Board President
Phone: (707) 506-3030
E-mail: rwalshca@suddenlink.net

Attest:

PLANWEST PARTNERS INC:

Designated Representative:

By Its: Principal
Date: _____

Name: George Williamson
Phone: (707) 825-8260
Fax: (707) 825-9181
E-mail: georgew@planwestpartners.com

Attach: Exhibit A, Exhibit B

EXHIBIT A

Scotia Community Services District Scope 6

The current staffing agreement ends June 30, 2017. This scope extends staffing services to June 30, 2018, at which time a new scope for the Fiscal Year 2018/2019 will be presented.

This current scope includes:

Task 1. Administrative Duties

- 1.1 Administrative Duties
- 1.2 Policies, Procedures, Ordinances
- 1.3 Community Meeting prep & attendance
- 1.4 CSD Board Meeting prep & attendance
- 1.5 Bookkeeping, Billing, and Invoicing
- 1.6 Website postings & management
- 1.7 Budgeting

Task 2. Operations and Management

2.1 Treated Water, Raw Water, and Distribution

SCSD staff will be involved in the following:

- planning, management and oversight of the daily functions, operations and activities of the water treatment plant and water distribution system.
- all new water infrastructure construction projects including engineering review in coordination with SHN, TOS and Wahland Construction, on a daily and weekly basis.
- all equipment maintenance, repairs and improvements related to the existing water treatment plant and water distribution system.

SCSD staff will be responsible for the District's compliance with all regulatory agency (USEPA, CAL- EPA, SWRCB and CAL-DHS Cross Connection Control Standards) requirements, to include, policy development, monitoring, testing, reporting and training.

2.2 Wastewater Collection, Treatment, Discharge

SCSD staff will be involved in the following:

- planning, management and oversight of the daily functions, operations and activities of the wastewater treatment plant and wastewater collection system.
- all new wastewater infrastructure construction projects including engineering review in coordination with SHN, TOS and Wahland Construction, on a daily and weekly basis.
- equipment maintenance, repairs and improvements related to the existing wastewater treatment plant and wastewater collection system.

SCSD staff will be responsible for the District's compliance with all regulatory agency (USEPA, CAL- EPA, SWRCB and NPDES Pretreatment Standards) requirements, to include, policy development, monitoring, testing, reporting and training.

2.3 Stormwater and Drainage

SCSD staff will be responsible for operations and maintenance of the storm drainage infrastructure outside of the County maintained public-right-of-way

2.4 CSD designated Streets and Alleys

SCSD staff will be responsible for operations and maintenance of CSD designated Streets and Alleys infrastructure outside of the County maintained public-right-of-way

2.5 CSD designated Street Lighting and Landscaping

SCSD staff will be responsible for operations and maintenance of CSD designated decorative street lighting and CSD designated landscaping

2.6 Parks and Recreation: Community Forest, Theatre, Museum, Carpenter Shop

SCSD staff will be responsible for operations and maintenance of the Museum, which staff is projecting to update and convert some space into future District Office space. Staff is proposing a lease-back agreement with TOS for operations and maintenance of the parks and Theater facilities for the first 6 months of district operations. The Carpenter Shop will be owned by the CSD, and leased back (on “trade”) for the current District office location.

2.7 Land & Easements

Staff will be responsible for oversight of all District land and easements.

Task 3. Technical, Managerial, and Financial Report

Staff will review and continue to collaborate with SHN with content for the Technical, Managerial, and Financial Reports.

Task 4. National Pollutant Discharge Elimination System Permit (NPDES)

Staff will review and collaborate with SHN on the NPDES.

Task 5. Grant Research/Writing

Staff will be researching potential funding sources for replacement of the existing water and wastewater treatment plants.

These tasks are required for the SCSD staff to provide services to the community and include two new positions, a District Engineer and an Operations Superintendent.

EXHIBIT B - PAYMENT SCHEDULE

Compensation for Scope of Services

General Manager: \$58.00 per hour

District Engineer: \$58.00 per hour

Operations Superintendent: \$58.00 per hour

Assistant General Manager/Clerk: \$58.00 per hour

GIS Analyst: \$62.00 per hour

+ direct expenses

Scotia Community Services District

Staff Report

DATE: June 11, 2017

TO: Scotia Community Services District Board of Directors

FROM: Tracy M Boobar, Special Counsel to the SCSD, Stephen Tyler, General Manager

SUBJECT: Train Equipment, Engine #9

RECOMMENDATION:

Staff and legal counsel recommend that the Board dispose of the train equipment after fair announcement to eliminate liability and safety concerns. In addition, a temporary fence should be installed to protect the community.

ACTION:

Consider disposal of train equipment and/or purchase of safety measures.

DISCUSSION:

The Museum property contains Engine #9 and assorted steam donkeys and train equipment. This collective train equipment has unique historic value but also has significant safety concerns. Several parties who are interested in relocating the train and equipment have approached the SCSD. This raises two concerns to be addressed at this time.

(1) Is the train equipment surplus property and thus requires the Board to declare the items surplus?

The Board, like cities (Gov't Code Sec. 37350-51), does not have to declare the train equipment as surplus property because it is personal property. The SCSD has the power under Gov't Code Sec. 61060(d) to "acquire any real or personal property... [and to] dispose of the property...for the benefit of the district." The key component of this law is that the disposal of the property must be in a manner that benefits the district. The gift of public funds is not allowed. Thus, the equipment should be assessed for value and the sale and/or disposal of the personal property should be made known to the public. No explicit notice requirement exists. Rather, to avoid allegations that the sale of public

property involves favoritism or is a gift of public funds, fair and reasonable efforts to inform the public and any other interested parties should be made. In the future, a policy for the disposal of public funds would be a good idea.

(2) If the Board determines the sale of the train equipment is not in the community's best interests at this time, what safety measures must be taken to protect the community?

Staff liability/safety concerns specific to the train equipment are;

- Asbestos = The "Fire Boxes" on at least two of the pieces of equipment are lined with asbestos material
- Lead = All of the equipment is coated with lead based paint
- Engine #9 = There is *not* any safety railing on the engine, which could result in a potential fall accident/injury for either a child or an adult

Additionally all of the train equipment is deteriorating, with rusting and exposed sharp edges.

Staff would recommend that all of the train equipment be removed from the Museum Park as quickly as possible *and* an 8-foot fence, with appropriate signage, be installed as soon as possible, until the equipment has been removed.

FISCAL IMPACT:

The sale of the train equipment should generate funds. The elimination of a safety hazard could lower insurance premiums in the future.