



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

WILL BE HELD AT:  
122 MAIN STREET  
SCOTIA, CALIFORNIA

**Friday, June 26, 2015**  
**Special Meeting at 5:30 P.M.**  
**Closed Session to follow**

**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. **PUBLIC HEARING**  
**C1. Discussion on the adoption of the Scotia CSD FY 2015-2016 Preliminary Budget**
- D. **BUSINESS**  
**D1. Consider adoption of Resolution 2015-4: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt the Preliminary Scotia Community Services District Budget for Fiscal Year 2015-2016.**  
**D2. Consider adoption of Resolution 2015-5: A Resolution of the Board of Directors of the Scotia Community Services District Establishing an Appropriations Limit for Fiscal Year 2015-2016.**  
**D3. Board Review and Approval of Diamond Law Contract with CSD**  
Please have questions ready for Board Discussion.  
**D4. Board Signature of Planwest Partners Inc. Contract with CSD**  
**D5. Consider and Approve Regular Board Meeting Time Change**  
**D6. Schedule Next Special Board Meeting Date for July 2015**  
**D7. Report on Staffing of SCSD Office**
- E. **ADJOURN TO CLOSED SESSION**  
**E1. Call to Order**  
**E2. Roll Call**  
**E3. Evaluation of Personnel Performance (Government Code Section 54957(b)(1)) – The Law Offices of Nancy Diamond**  
**E4. Closed Session Discussion**

**F. ADJOURN TO OPEN SESSION**

**F1. Report out of Closed Session**

**G. ADJOURNMENT**

Next Regular Meeting of the SCSD will be July 16, 2015 at 6:30 PM.

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.

# Scotia Community Services District

## Staff Report

DATE: June 26, 2015

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, Interim District Manager

SUBJECT: FY 2015/16 Preliminary Budget

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board receive a staff report on the preliminary budget for FY 2015/16.

### **ACTION:**

Adopt the 2015/16 Preliminary Budget, by Resolution (Agenda Item D1)

### **DISCUSSION:**

The Preliminary Budget was developed by utilizing information contained in the SHN User Fee and Benefit Assessment Analysis. The Board at their 6/11 special meeting and the 6/18 regular meeting has reviewed the Preliminary Budget for 2015/16. Staff will develop a "Draft" Final Budget, to be presented at the August and September meetings, for the Board's review and adoption of the 2015/16 **Final** Budget by September 30, 2015. All additions and or changes, requested by the Board, will be included in the 2015/16 Final Budget.

Attached with the 2015/16 Preliminary Budget is an example of the template staff will use for the 2015/16 Final Budget.

### **BUDGET / FISCAL IMPACT:**

Attached

<div> Scotia Community Services District FY 2015-2016 Preliminary Budget </div>								
Revenues								
Fund Type	Treated Water	Raw water	Wastewater	Streets & Street Lighting	Storm	Parks & Recreation	Fire Department	Total All Services
Available Cash on Hand	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$300		\$400	\$200	\$100	\$100	\$200	\$1,300
Property Tax <sup>1</sup>								\$0
Contingency Funding Contribution	\$28,000	\$12,000	\$44,000	\$15,000	\$14,000	\$5,000	\$17,000	\$135,000
Office Equipment/Furniture Capital Contribution	\$6,500	\$500	\$6,000	\$3,000	\$3,000	\$1,000		\$20,000
Fire Department Capital Contribution							\$766,000	\$766,000
Special Use Income						\$500	\$0	\$500
User Fee Revenues Necessary to Balance Budget	\$255,760	\$33,130	\$344,620	\$44,950	\$30,800	\$84,850	\$191,900	\$986,010
Miscellaneous	\$100	\$0	\$100	\$100	\$100	\$0	\$0	\$400
<b>Sub-Total Resources</b>	\$290,660	\$45,630	\$395,120	\$63,250	\$48,000	\$91,450	\$975,100	\$1,909,210
<b>TOTAL CAPITAL EXPENDITURE REVENUES</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL RESOURCES</b>	\$290,660	\$45,630	\$395,120	\$63,250	\$48,000	\$91,450	\$975,100	\$1,909,210
Expenditures								
Personal Services	Treated Water	Raw water	Wastewater	Streets & Street Lighting	Storm	Parks & Recreation	Fire Dept.	Total All Services
Attorney	\$7,600	\$400	\$8,000	\$1,000	\$1,000	\$1,000	\$1,000	\$20,000
Auditor (Annual Audit)	\$4,560	\$240	\$4,800	\$600	\$600	\$600	\$600	\$12,000
Board Stipend	\$2,280	\$120	\$2,400	\$300	\$300	\$300	\$300	\$6,000
Bookkeeping/CPA Consult	\$1,900	\$100	\$2,000	\$50	\$50	\$500	\$400	\$5,000
Engineering	\$2,700	\$300	\$3,000	\$0	\$0	\$0	\$0	\$6,000
Operations/Maintenance Staff (Salaries & Benefits)	\$149,000	\$7,480	\$156,500	\$19,100	\$19,100	\$61,900	\$98,800	\$511,880
<b>TOTAL PERSONAL SERVICES</b>	\$168,040	\$8,600	\$176,700	\$21,050	\$21,050	\$64,300	\$101,100	\$560,840
<b>Materials and Services</b>								
Bond, Dues, Publications	\$2,000	\$500	\$2,500	\$200	\$200	\$100	\$2,000	\$7,500
General Supplies, Lab, Permitting & Monitoring	\$14,000	\$500	\$55,000	\$500	\$2,000	\$4,500	\$6,200	\$82,700
Utilities- water, sewer, Assess., communications	\$2,200	\$500	\$4,800	\$4,000	\$2,500	\$4,800	\$1,200	\$20,000
General Maint & Repair	\$14,000	\$1,000	\$10,000	\$6,000	\$1,000	\$5,000	\$7,000	\$44,000
Liability Insurance	\$15,000	\$5,000	\$30,000	\$5,000	\$500	\$1,000	\$5,000	\$61,500
Electrical	\$19,000	\$14,000	\$25,000	\$4,500	\$0	\$1,000	\$5,000	\$68,500
Contracted Maintenance Services	\$9,000	\$1,000	\$7,500	\$1,000	\$0	\$1,000	\$500	\$20,000
<b>TOTAL MATERIALS AND SERVICES</b>	\$75,200	\$22,500	\$134,800	\$21,200	\$6,200	\$17,400	\$26,900	\$304,200
<b>TOTAL O&amp;M</b>	\$243,240	\$31,100	\$311,500	\$42,250	\$27,250	\$81,700	\$128,000	\$865,040
<b>Other Expenditures</b>								
Transfer to Equipment Replacement Reserve Fund <sup>2</sup>	\$12,920	\$2,030	\$33,620	\$3,000	\$3,750	\$3,750	\$64,100	\$123,170
<b>TOTAL OTHER EXPENDITURES</b>	\$12,920	\$2,030	\$33,620	\$3,000	\$3,750	\$3,750	\$64,100	\$123,170
<b>Capital Outlay</b>								
Fire Apparatus and Personal Gear Upgrade							\$766,000	\$766,000
Office Equipment/furnishings Start-up	\$6,500	\$500	\$6,000	\$3,000	\$3,000	\$1,000		\$20,000
<b>TOTAL CAPITAL EXPENDITURES</b>	\$6,500	\$500	\$6,000	\$3,000	\$3,000	\$1,000	\$766,000	\$786,000
<b>TOTAL ALL EXPENDITURES</b>	<b>\$262,660</b>	<b>\$33,630</b>	<b>\$351,120</b>	<b>\$48,250</b>	<b>\$34,000</b>	<b>\$86,450</b>	<b>\$958,100</b>	<b>\$1,774,210</b>
<b>Unexpended Fund Balance (UFB)</b>	\$28,000	\$12,000	\$44,000	\$15,000	\$14,000	\$5,000	\$17,000	\$135,000
<b>EXPENDITURES + UFB</b>	\$290,660	\$45,630	\$395,120	\$63,250	\$48,000	\$91,450	\$975,100	\$1,909,210
<div> 1. No tax revenues are projected for this operating budget (CSD has no taxing authority at this time) 2. Transfer to a reserve account for each fund to be created by CSD for replacement </div>								

**FOOTNOTE:** Wages, benefits and positions are shown for budget purposes ONLY. All are subject to change.

BUDGET FOR YEAR 2015/2016  
SCOTIA COMMUNITY SERVICES DISTRICT

SALARIES & EMPLOYEE BENEFITS

5010	SALARIES & WAGES.....
5020	RETIREMENT.....
5030	EMPLOYEE GROUP INSURANCE.....
5035	WORKERS COMPENSATION.....

TOTAL SALARIES & EMPLOYEE BENEFITS

SERVICES & SUPPLIES

5050	CLOTHING & PERSONAL SUPPLIES.....
5060	COMMUNICATIONS.....
5080	FOOD.....
5090	HOUSEHOLD SUPPLIES.....
5100	INSURANCE.....
5120	MAINTENANCE - EQUIPMENT.....
5122	MAINTANCE - ELECTRONIC EQUIPMENT.....
5130	MAINTENANCE - STRUCTURES, GROUNDS.....
5150	MEMBERSHIP (DUES/SUBSCRIPTIONS).....
5160	MISCELLANEOUS EXPENSES.....
5170	OFFICE EXPENSES.....
5180	PROFESSIONAL & SPECIALIZED SERVICES.....
5190	PUBLICATIONS & LEGAL NOTICES.....
5210	RENT - BUILDING.....
5230	SPECIAL DISTRICT EXPENSE.....
6442	TRAINING.....
5250	TRANSPORTATION & TRAVEL.....
5260	UTILITIES.....

TOTAL SERVICES & SUPPLIES

5290	LONG TERM DEBT - PRINCIPAL
5300	LONG TERM DEBT - INTEREST
	TOTAL LONG TERM DEBT

FIXED ASSETS

5370	EQUIPMENT PURCHASES.....
	TOTAL FIXED ASSETS

REVENUE DESIGNATIONS

3100	BUDGETED INCREASE/DECREASE TO GENERAL OPERATING DESIGNATION
3110	BUDGETED INCREASE/DECREASE TO CAPITAL IMPROVEMENT DESIGNATION
	BUDGETED INCREASE/DECREASE TO CONTINGENCY DESIGNATION
	BUDGETED INCREASE/DECREASE TO PERS DESIGNATION
	TOTAL INCREASE/DECREASE TO DESIGNATIONS

TOTAL EXPENDITURES  
TOTAL REVENUES  
TO (FROM) GENERAL RESERVES

## **RESOLUTION NO. 2015-4**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SCOTIA COMMUNITY SERVICES DISTRICT TO ADOPT THE PRELIMINARY SCOTIA COMMUNITY SERVICES DISTRICT BUDGET FOR FISCAL YEAR 2015-2016**

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

**WHEREAS**, the Board of Directors of the Scotia Community Services District is required by California Government Code Section 61110(a) to adopt a preliminary budget on or before July 1 of each year; and

**WHEREAS**, the Board of Directors of the Scotia CSD has made the Preliminary Budget for Fiscal Year 2015-2016 available to the public, published notice of a public hearing to consider the Preliminary Budget for FY 2015-2016, public meetings on February 19, March 19, April 16, June 11 and June 18, and a public hearing on June 26, 2015 to receive comments from interested parties regarding the Preliminary Budget for Fiscal Year 2015-2016; and

**WHEREAS**, the proposed Preliminary Budget for the Scotia Community Services District for the fiscal year beginning July 1, 2015, as presented by the Interim General Manager, has been reviewed, studied and revised by the Board of Directors and represents a responsible and balanced financial approach for the reliable operation and maintenance of the infrastructure and programs under its jurisdiction; and

**WHEREAS**, a public notice has been prepared and published stating the time and place within the District that the Preliminary Budget for FY2015-2016 is available for inspection; and

**WHEREAS**, a public notice was prepared and published stating the date, time and place where the Board of Directors will meet to adopt the Preliminary Budget FY2015-2016 and that any person may appear and be heard regarding any item in the budget; and

**WHEREAS**, the notice was published two weeks before the hearing in at least one newspaper of general circulation in the District pursuant to Government Code Section 6061; and

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

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

Section 2: The budget document entitled “Scotia Community Services District FY 2015-2016 Preliminary Budget” is hereby adopted.

Section 3: Modifications and amendments to the 2015-2016 Scotia Community Services District Preliminary Budget shall be allowed during the 2015-2016 fiscal year, when in conformance with Board Policies and state law.

Section 4: This resolution shall be effective July 1, 2015.

Dated: June 26, 2015

APPROVED:

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Rick Walsh, Board President, Scotia CSD

#### CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2015-4, passed and adopted at a special meeting of the Board of Directors of the Scotia Community Services District, County of Humboldt, State of California, held on the 26th day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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Board Clerk, Scotia CSD

## **Scotia Community Services District Staff Report**

DATE: June 26, 2015

TO: Scotia CSD Board of Directors

FROM: Tracy M. Boobar

SUBJECT: Resolution 2015-5: Establishing an Appropriations Limit for Fiscal Year 2015-2016

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### **RECOMMENDATION:**

Recommend establishing the appropriations limit for FY 2015-16 at \$250,000 by adopting Resolution No. 2015-5.

### **ACTION:**

The Board should make a motion to approve the Resolution of the Board of Directors of the Scotia Community Services District Establishing an Appropriations Limit For Fiscal Year 2015-2016.

### **DISCUSSION:**

California Government Code §61113 requires the District to adopt a resolution establishing its appropriations limit, if any, and make necessary determinations for the following fiscal year pursuant to Article XIII B of the California Constitution, on or before July 1 of each year.

Appropriations limits were created by Proposition 4 in 1979. The state appropriations limit (SAL) puts an upper boundary each year on the amount of monies that an agency can spend from tax proceeds. SAL increases each year based on population and a cost of living factor. SAL is also sometimes referred to as a “Gann Limit” so named after one of the original authors.

For our initial fiscal year our appropriations limit has been set by LAFCo (LAFCo Resolution No. 10-09). LAFCo determined that our appropriations limit for the first Scotia CSD fiscal year shall be \$250,000. Practically, SAL has no initial impact as we



may not be receiving any tax monies in this fiscal year. In years to come, this may give an upper limit to our use of tax proceeds.

To meet our statutory obligation, the SAL or Gann Limit should be set for Fiscal Year 2015-2016 at \$250,000, by approving Resolution 2015-5.

**FISCAL IMPACT:** None for FY2015-2016.

## **RESOLUTION NO. 2015-5**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SCOTIA COMMUNITY SERVICES DISTRICT ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-2016**

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

**WHEREAS**, the Board of Directors of the Scotia Community Services District is required by California Government Code Section 61113 to adopt a resolution establishing its appropriations limit, if any, and make necessary determinations for the following fiscal year pursuant to Article XIII B of the California Constitution, on or before July 1 of each year; and

**WHEREAS**, Government Code Section 7910 provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at regularly scheduled meeting or a noticed special meeting and that fifteen days prior to such meeting, documentation used to determine the appropriations limit shall be made available to the public; and

**WHEREAS**, the appropriations limit has been set by Humboldt Local Agency Formation Commission (“Humboldt LAFCo”) in Resolution No. 10-09; and

**WHEREAS**, the Scotia CSD Board of Directors wishes to establish the appropriations limit for the forthcoming fiscal year for the Scotia Community Services District.

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

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

Section 2: As required by Government Code §61113 and as set by Humboldt LAFCo in Resolution 10-09 pursuant to the California Constitution Article XIII B, the tax appropriations limit for the Scotia CSD fiscal year 2015-2016 shall be \$250,000.

Section 3: It is hereby found and determined that the documentation used to establish the District’s appropriations limit for the Fiscal Year was available to the public in the Office of the District at least fifteen days prior to this date.

Section 4: This resolution shall be effective upon adoption.

Dated: June 26, 2015

APPROVED:

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Rick Walsh, Board President, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2015-5, passed and adopted at a special meeting of the Board of Directors of the Scotia Community Services District, County of Humboldt, State of California, held on the 26th day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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Board Clerk, Scotia CSD

## **Scotia Community Services District Staff Report**

DATE: June 26, 2015  
TO: Scotia CSD Board of Directors  
FROM: Tracy M. Boobar  
SUBJECT: Renewal of the Legal Services Contract with the Law Offices of Nancy Diamond

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### **RECOMMENDATION:**

Recommend renewal of the Legal Services Contract with the Law Offices of Nancy Diamond.

### **ACTION:**

The Board should make a motion to approve the Contract for Legal Services Between Scotia Community Services District and Law Offices of Nancy Diamond.

### **DISCUSSION:**

The initial contract between the Scotia CSD and Law Offices of Nancy Diamond expires on June 30, 2015. At this time the Board must determine whether they wish to continue the contractual relationship with the Law Offices of Nancy Diamond or to allow the contract to lapse.

Preliminarily, I wish to disclose my financial interest in this decision. As an employee of Law Offices of Nancy Diamond, the decision made by the Board may have an economic impact on my personal finances. If the Board has any concerns, outside counsel may be acquired to help advise the Board. However, the bulk of the contract has remained the same and I will endeavor to outline the significant changes.

The majority of changes to the contract include updated dates and correction of language to better reflect the Scotia CSD organization. The previous amendments approved by the Board were directly included in this contract. Finally, the Fee Schedule in Exhibit A was changed to reflect a small increase in the rates of Attorney Services

which reflects the comprehensive understanding of the complex situation between the Scotia CSD and the present owner, Town of Scotia obtained over the past six months. The Paralegal and Administrative Support Services remain the same. The Law Firm has provided a much needed continuity of services and advice through a challenging and exciting portion of the SCSD's formation.

**FISCAL IMPACT:**

The increase in attorneys' rates under this revised contract will increase the overall cost of legal services by approximately ten (10%) percent.

**CONTRACT FOR LEGAL SERVICES  
BETWEEN  
SCOTIA COMMUNITY SERVICES DISTRICT  
AND LAW OFFICES OF NANCY DIAMOND**

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**THIS CONTRACT FOR LEGAL SERVICES**, effective July 1, 2015, is made by and between SCOTIA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Scotia CSD" or the "District," and LAW OFFICES OF NANCY DIAMOND, hereinafter referred to as "Law Firm."

**I. SCOPE OF SERVICES**

Scotia CSD shall retain Law Firm as special counsel, and Law Firm shall provide Scotia CSD with advice, counsel and representation in Scotia CSD legal matters and litigation pursuant to the terms and conditions hereafter set forth. Tracy M. Boobar of the Law Firm shall act as primary counsel to Scotia CSD under the terms of this contract. Services of Law Firm are generally described as follows:

**A. Basic Legal Services:** Law Firm shall provide the following basic legal services:

- 1. Preparation of Documents:** Law Firm shall develop, review, or comment on ordinances, resolutions, contracts, agreements and other documents at the request of Scotia CSD.
- 2. Legal Advice:** Law Firm shall provide Scotia CSD with advice and counsel in oral or written form pertaining to District legal matters at the request of the Scotia CSD Board or Scotia CSD General Manager, including but not limited to resolutions, ordinances, claims for damages, and contracts. Law Firm shall be available for consultation with Scotia CSD staff.

**B. Other Legal Services:** Law Firm shall provide other legal services to Scotia CSD as follows:

- 1.** Legal review of documents for audits, grant applications, and matters pertaining to funding sought or obtained from other governmental entities.
- 2.** Legal advice in connection with environmental review of major projects proposed for Scotia CSD.
- 3.** Legal services in connection with pending or threatened litigation, including appeals.
- 4.** Legal advice and/or training to the Scotia CSD Board and staff on conflict of interest and ethics statutes, financial disclosure laws, open meetings laws and other matters to ensure compliance with statutory requirements.
- 5.** General Manager services as needed.

**C. Litigation:** At the request of the Scotia CSD Board, Law Firm shall represent Scotia CSD in litigation. "Litigation," for the purposes of this Contract, means any proceeding in any court or before any local, state or federal administrative agency including, but not limited to, the following services:

- 1.** Acting as defense attorney to fully represent Scotia CSD, its officers and employees against lawsuits filed against Scotia CSD unless said defense is provided by

attorneys engaged by Scotia CSD's insurance carriers to represent Scotia CSD, in which case Law Firm shall fully cooperate with insurance attorneys.

2. Prosecuting all legal actions as directed by the Scotia CSD Board.

**D. Meetings:** Law Firm shall, upon the request of the President or General Manager, attend Scotia CSD Board of Director meetings. Law Firm shall attend Scotia CSD staff meetings and/or other Scotia CSD meetings when requested by the Scotia CSD President, General Manager or Scotia CSD Board.

**E. Services Not Covered:** It is expressly understood and agreed that Law Firm shall have no general responsibility for overseeing Scotia CSD operations; and that Law Firm shall have no duty or authority to prosecute criminal violations of any law or ordinance, except as otherwise expressly provided by ordinance or resolution of the Scotia CSD Board. It is also understood and agreed that Scotia CSD may obtain legal services from time to time from other attorneys concerning special matters.

## **II. COMPENSATION AND EXPENSE REIMBURSEMENT**

**A. Compensation:** Scotia CSD agrees to compensate Law Firm for services and expenses incurred on Scotia CSD's behalf based on the fee schedule in Exhibit A, attached hereto and incorporated herein.

**B. Travel Reimbursement:** If Law Firm is requested to attend Board Meetings or other staff meetings, the City shall pay for all travel time at the rate set out in Exhibit A. If Law Firm is requested by the Scotia CSD Board or Scotia CSD General Manager to travel outside Humboldt County on Scotia CSD business, Scotia CSD shall reimburse Law Firm for all travel expenses actually incurred, including reasonable charges for meals, lodging, mileage, airfare, taxi service, ground transportation, parking fees, bridge tolls and other similar charges. Said reimbursement will only be paid upon submission of an itemized bill and the appropriate receipts to the Scotia CSD General Manager. Reimbursement for these expenses shall be based on Scotia CSD practices and rates.

**C. Miscellaneous:**

1. **Office Expenses:** Scotia CSD shall reimburse Law Firm for all costs actually advanced by Law Firm on Scotia CSD's behalf, including but not limited to long distance telephone charges, Fed-Ex, UPS, Priority or Overnight Mail delivery costs, Westlaw charges, charges for recordation and certification of documents and extraordinary postal expenses. In addition, copies shall be charged at a rate of \$.20 per copy.

2. **Litigation Expenses:** Scotia CSD shall reimburse Law Firm for all litigation expenses actually advanced by Law Firm on Scotia CSD's behalf, including but not limited to court filing fees, jury fees, witness fees, deposition costs, costs of obtaining documents by subpoena, and other ordinary and necessary litigation expenses.

**D. Payment:** Scotia CSD will pay Law Firm within fifteen (15) days after receipt of billing which itemizes services, time and charges.

## **III. ERRORS AND OMISSIONS INSURANCE**

At all times during this Contract, Law Firm shall maintain a policy of professional errors and omissions insurance in the amount not less than, Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate.

#### **IV. TERM**

This Contract shall be effective beginning July 1, 2015 and terminating June 30, 2016, unless terminated as provided under Section V.

#### **V. TERMINATION OF CONTRACT**

Either party may terminate this Contract by giving ninety (90) days' written notice to the other party. In the event of termination, Law Firm shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination.

#### **VI. CONTRACT TERMS TO BE SOLE AGREEMENT**

This written Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties, including, without limitation, prior contracts for legal services, saving and excepting applicable indemnification provisions therein and any sums due and owing to Law Firm for services rendered, costs or expenses incurred by Law Firm under any prior contract. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery thereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract.

#### **VII. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

#### **VIII. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA**

This Contract and performance hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

**IN WITNESS WHEREOF**, the parties have entered into this Contract as of the date above written.

#### **LAW OFFICES OF NANCY DIAMOND**

By: \_\_\_\_\_  
Nancy Diamond

#### **SCOTIA COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
President, Scotia Community Services District Board



**EXHIBIT A**  
**FEE SCHEDULE**  
(Effective July 1, 2015)

Attorney Services, Nancy Diamond:	July 1, 2015 – June 30, 2016:	\$ 215.00 per hour
Attorney Services, Tracy M. Boobar:	July 1, 2015 – June 30, 2016:	\$ 165.00 per hour
Paralegal Services:	July 1, 2015 – June 30, 2016:	\$ 90.00 per hour
Administrative Support Services	July 1, 2015 – June 30, 2016:	\$ 40.00 per hour

# Scotia Community Services District

## Staff Report

DATE: June 26, 2015

TO: Scotia CSD Board of Directors

FROM: George Williamson

SUBJECT: Signature for SCSD Professional Services Contract with Planwest

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### **RECOMMENDATION:**

Authorize the Board President to sign agreement with Planwest for Staffing services. This will include original tasks in Exhibit A and amended tasks including:

#### **General Duties**

CSD Board Meetings prep & attendance; Administrative & Clerk Duties; Website postings & Management; Working Group Meetings prep & attendance; and Budgeting

#### **Task 1- Prepare Governance Policies, Procedures, and Programs**

- |   |   |
|---|---|
| 1.1 Policies & Procedures Manual        | 1.2 Purchasing & Procurement Code         |
| 1.3 Injury & Illness Prevention Program | 1.4 Personnel Code/Labor Relations Policy |
| 1.5 Public Records Policy               |   |

#### **Task 2 - CSD Management Procedures & Property Transfer Agreement (based on Cov's & Agreement)**

- |                                       |  |
|---------------------------------------|--|
| 2.1 Water Treatment & Distribution    | 2.2 Wastewater Collect Trtmnt Discharge  |
| 2.3 Stormwater & Drainage             | 2.4 Fire Protection Services & Fire Hall |
| 2.5 CSD Streets, alleys parking lots  | 2.6 Street Lighting & Landscaping        |
| 2.7 Parks Recreation Community Forest | 2.8 Theatre, Museum Carpenter Shop       |
| 2.9 Land & Easements                  |  |

#### **Task 3- Services Procurement**

CSDA Membership/ Training & SDRMA Insurance; County Auditor /Treasurer Coordination; Bookkeeping, Auditing & Billing Services; Staffing and personnel.

### **ACTION:**

Commission Chair sign and date on page 4 staffing services agreement with Planwest.

### **FISCAL IMPACT:**

Services on a time & materials basis projected not to exceed \$14,874/month.

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

**THIS AGREEMENT** 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.

- 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 mutually agreed to by District and Consultant.
- 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 16<sup>th</sup> 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 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

\_\_\_\_\_  
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

## **EXHIBIT A SCOPE OF SERVICES**

### Statement of Services:

The Consultant shall provide Board Secretary/Clerk services, including preparation and recording of the activities and decisions of the District Board and codification and maintenance of official District records; administers board elections; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the General Manager and Board of Directors.

### General Board Secretary/Clerk Duties:

1. Oversee and participate in the development and administration of the annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and authorize expenditures within the framework and limitations of the annual budget, subject to the approval of the General Manager.
2. Staff the District office.
3. Prepare Board agendas, minutes, resolutions, ordinances, notices and other related matters.
4. Attend Regular, Special, Emergency, and Adjourned Board meetings and other meetings as required, taking non-verbatim notes of business transacted and prepare minutes; post/publish all notices and agendas required by law.
5. Prepare reports, memoranda and other documents; serve as filing officer or filing official.
6. Maintain resolutions, ordinances, Board approved policies and District agreements; attest to ordinances, resolutions and other official documents.
7. Accept correspondence on behalf of the Board; oversee all public records requests; work with legal counsel in preparation of required documents
8. Coordinate election procedures with Humboldt County Elections office and candidates; administer Oaths or affirmations of newly elected and appointed Board members; facilitate compliance with the Fair Political Practices Act; administer state campaign financing and disclosure laws.
9. Assist General Manager in preparation of development agreement contract negotiations and administration. Administration may include, but is not limited to the following:
  - a. Insurance coverage certification
  - b. Recordation of Memorandum of Agreement
  - c. Easement acquisition
  - d. General Contract compliance
  - e. Will-serve commitments
  - f. Performance/Maintenance Bonds
  - g. Map approvals
  - h. System Dedications
10. Responsible for the District's short-term and long-term records management program.
11. Perform other duties as required.

## **EXHIBIT B - PAYMENT SCHEDULE**

### **Compensation for Scope of Services**

Board Secretary/Clerk: \$40.00 per hour

GIS Analyst: \$58.00 per hour

Analyst: \$78.00 per hour

Principal: \$104.00 per hour

+ direct expenses

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

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**Designated Representative:**

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Phone: (707) 506-3030

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest:

**PLANWEST PARTNERS INC:**

**Designated Representative:**

\_\_\_\_\_

By Its: Principal

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

Date: \_\_\_\_\_

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5. Prepare reports, memoranda and other documents; serve as filing officer or filing official.
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## EXHIBIT A AMENDMENT

May 2015

### For: Interim General Manager and Administrative Staff Planwest Partners

The following tasks must be completed for Scotia CSD Operations initiation:

#### **Task 1- Prepare Governance Policies, Procedures, and Programs**

##### *1.1 Policies & Procedures Manual (includes Board training)*

Develop policies that describe board procedures, responsibilities, restrictions or guidelines for the conduct of meetings and other district business. Policies also address special considerations, such as board member codes of ethics, compensation, training, education and conferences. A Draft Scotia CSD Board Policies manual has been prepared from the policies employed by another district.

Rules and Regulations will be adopted, applied and enforced with more detailed provisions which set out standards by which the district will operate, offer and supply utility and other civic services to members of the community. These are the "Rules and Regulations" (sometimes called "Ordinances") of the agency. Scotia CSD Draft Rules and Regulations are derived from those in use by the McKinleyville Community Services District. It is the intention of the Scotia CSD Board to use these Draft Rules and Regulations as a starting point, to adopt and revise these provisions as necessary and appropriate to serve the Scotia community. These provisions will be addressed as an agenda item at the regular meetings of the Board Members-Elect, and public comment, testimony and input is invited at those meetings and in written correspondence for consideration by the Members-Elect. Currently, the Draft Ordinance No. 2015-3 Adopting Title III- Sewer Service is being developed.

##### *1.2 Purchasing & Procurement Code*

Develop a Purchasing and Procurement Code consistent with CA Law. Consult the Department of General Services, Procurement Division (contact info below) in developing the policies and procedures regarding purchasing for the CSD. Also, consult with CSDA, which provides assistance to special districts in purchasing and procurement.

Department of General Services, Procurement Division

Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS)

707 Third Street, 1st Floor, Room 400, West Sacramento, CA 95605

PHONE: (916) 375-4940 FAX: 916-375-4950 Email: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov)

CSDA Alliance- the CSDA Alliance is a coalition comprised of the California Special Districts Association, the Special District Risk Management Authority, and the CSDA Finance Corporation. The Alliance covers all the needs of special districts, ranging from legislative advocacy, educational workshops, risk management, workers' compensation, property liability and health coverages, and financing options for major purchases or projects.

CSDA Finance Corporation- the Finance Corporation is a non-profit public benefit corporation formed by CSDA to assist special districts and other public agencies with acquiring highly competitive, tax-exempt financing for all type of major capital improvement projects, land acquisitions, and equipment purchases.

Scotia CSD may also consider using other District's Purchasing Manuals as guides for developing their own.

##### *1.3 Injury & Illness Prevention Program*

Develop an Injury and Illness Prevention (IIP), Program pursuant to the California Occupational Safety and Health Act of 1973. Follow the "Guide to Developing Your Workplace Injury and Illness Prevention Program with checklists for self-inspection" in developing the IIP Program, available at [http://www.dir.ca.gov/dosh/dosh\\_publications/iipp.html](http://www.dir.ca.gov/dosh/dosh_publications/iipp.html). This

manual describes the employers' responsibilities in establishing, implementing, maintaining, an IIP Program. It also outlines steps that can be taken to develop an effective Program that helps assure the safety and health of employees while on the job.

If needed, Cal/ OSHA Consultation Service provides professional assistance from the on any of the issues or activities described in the above manual. Cal/OSHA consultants help employers by:

- Identifying actual and potential safety or health hazards in the workplace and finding solutions to eliminate or control them.
- Identifying sources of help for employers if further technical assistance is needed.
- Providing a written report summarizing the finding of any consultation visit.
- Interpreting applicable safety and health standards.
- Helping establish or improve worksite Injury and Illness Prevention Programs.
- Helping develop and/or conduct safety and health training of both supervisory and non-supervisory personnel.

All services of the Cal/OSHA Consultation Service are entirely separate and distinct from the enforcement activities of the Division of Occupational Safety and Health (DOSH). Consultants do not issue citations or assess penalties, and they do not inform DOSH of their work with an employer. Any employer who has had a wall-wall survey performed by the Cal/OSHA Consultation Service, and has an effective Injury and Illness Prevention Program in operation, will greatly re-duce the likelihood of citations or penalties if inspected by DOSH.

Employers with fixed worksites and 250 or fewer employees at a specific worksite, can now become exempt from a DOSH discretionary compliance inspection by participating in a voluntary compliance program.

Obtain assistance or information from the Cal/OSHA Consultation Service by contacting any of its offices.

#### *1.4 Personnel Code/Labor Relations Policy*

Develop a Policy for Management Rights; Employees' Rights; Employer-Employee Relations; Discrimination in Employment; Benefits and Authorized Leave; Salaries and Other Associated Compensation and Reimbursements including Supplemental Pay; Days and Hours of Work and Overtime; Employment Classifications and Descriptions; Retirement; Training and Education; Workers' Compensation and Employee Safety; Evaluations and Personnel Files; Layoffs; Grievance Procedures; Disciplinary Actions; and Entire Agreement.

#### *1.5 Public Records Policy*

Develop a Public Records Policy consistent with CA GC §6250-6270, which includes written guidelines\* pertaining to, but not exclusive to, the following: who the request should be made to, where the request should be sent (contact info), what the request should include, when public records are available (usually during business hours), time period in which the information will be provided, costs associated with providing information (duplication/production, shipping costs), and distribution of policy procedures.

Example:

<http://www.cacommunities.org/policies-and-fees/public-access-to-records-policy/>

Develop other records procedures including: noticing procedures in accordance with the Brown Act; procedures for website management including posting meeting agendas and minutes, board policies and procedures, and relevant projects and associated documents, as well as archiving procedures for old documents; storage and maintenance of paper records; procedures for reporting district financials, as well as the salary and compensation of all staff and board members, to the State Controller every year; and procedures for regular audits,

performed by a county auditor or a certified public accountant, to be filed with the State Controller's Office, as well as the County Auditor/Controller.

\*"Local bodies shall establish written guidelines for accessibility of records. A copy of these guidelines shall be posted in a conspicuous public place at the offices of these bodies, and a copy of the guidelines shall be available upon request free of charge to any person requesting that body's records"

## **Task 2 - Operational Items – CSD Managing Procedures and Property Transfer:**

### **2.1      *Drinking Water Treatment and Distribution***

Prepare agreements and terms for Transfer and management of:

Eel River water intake structure and associated appurtenances and piping; and raw water supply for fire-fighting located on the east side of Highway 101, including the fire-fighting water storage and associated appurtenances and piping, as shown in Exhibit D1, through assignment by easement deed.

Water treatment plant, as shown in Exhibit D1, located on the east side of Highway 101, including the buildings and furnishings, water storage, operational equipment, and associated appurtenances and piping by easement deed in Phase 1.

Linear underground infrastructure, as shown in Exhibit D, including water transmission and distribution system, and associated appurtenances and piping, by easement, then deed in Phase 1, once approved.

### **2.2      *Wastewater Collection, Treatment, and Discharge***

Prepare agreements, terms and schedule for transfer and management of:

Wastewater treatment plant, as shown in Exhibits D2 and D5 on lots 243 and 247, located along Railroad Avenue, including the buildings and furnishings, wetland treatment ponds, log pond, log pond clarifier, and operational equipment with preliminary easement by deed at subdivision in Phase 4.

Linear underground infrastructure including wastewater collection system, and associated appurtenances and piping, as shown in Exhibit D, by easement, then deed in Phase 1 once approved.

### **2.3      *Stormwater and Drainage***

Prepare agreement, terms and schedule for transfer and management of linear underground infrastructure including storm water drainage system, after improvements and relocation to right-of-way, and associated appurtenances and piping, as shown in Exhibit D, by easement, then deed in Phase 1 once approved.

### **2.4      *Fire Protection services and Fire Hall***

Prepare agreement, terms and schedule for transfer of Scotia Volunteer Fire District building, as shown in Exhibit D8 on lot 231, located at the intersection of Main Street and First Street, including office equipment, furniture, and fire-fighting equipment, and the Pipe Shop located in the basement with its contents by easement, then deed in Phase 3; the transfer shall also include an ADA compliance assessment.

### **2.5      *Streets, alleys, and parking lots maintained by CSD***

Verify with Humboldt County Department of Public Works the roadways they will continue to maintain. Prepare a list of streets, alleys, travelways, lanes and parking lots to be maintained by CSD and overall approach for developing a maintenance schedule.

### **2.6      *Street Lighting and Landscaping***

Prepare agreement, terms and schedule for transfer of street lighting system. Develop overall maintenance schedule and period replica lampposts.

### **2.7      *Parks and Recreation, and Community Forest***

Prepare agreement, terms and schedule for transfer and management of:



Baseball Park (a regulation irrigated and lighted baseball field with electric scoreboard, permanent bleachers, and snack bar), as shown in Exhibit D6 on lot 245, located between Williams Street and Railroad Avenue, including installations, bleachers, and parking area by easement, deed in Phase 4.

Community Soccer Park (a regulation irrigated soccer field with goals and a 60-seat bleacher system) including installations, bleachers, and parking area, as shown in Exhibit D4 on lot 246, located between Railroad Avenue and the Eel River, south of the wastewater treatment facility and northwest of the baseball field by easement, then deed in Phase 4.

Firemen's Park picnic area., including pit barbecue, permanent tables, and restrooms, as shown in Exhibit D6 on lot 245, located in the vicinity of the Community Soccer Park by easement, then deed in Phase 4.

Pocket parks along Main Street associated with Winema Theater and Scotia Museum, as shown in Exhibits D3 and D7 on lots 29 and 31, by easement, then deed in Phase 2.

Scotia Community forest, a wooded buffer area along the Eel River, as shown in Exhibit D2 on lot 247, by easement, then deed in Phase 4.

## *2.8 Theatre, Museum and Carpenter Shop*

Prepare agreement, terms and schedule for transfer and management of:

Winema Theater on Lot 29 at the intersection of Main Street and Bridge Street, as shown in Exhibit D3, including the building, its contents, state-of-the-art audio-visual systems and cable television, and the landscaped grounds surrounding the building, by easement, then deed in Phase 2; the transfer shall also include an assessment for ADA compliance.

Scotia Museum, as shown in Exhibit D3 on lot 31, located between Main Street, B Street, and Eddy Street, including the museum building, its contents, and the landscaped grounds, picnic area, and various railroad and logging artifacts surrounding the building, by easement, then deed in Phase 2; the transfer shall also include an assessment for ADA compliance.

Carpenter Shop, including the portions of the building known as the Paint Shop, the parking and yard areas, and associated tools and equipment, to be used as a corporation yard, as shown in Exhibit D9 on lot 248, by preliminary easement, license, or by agreement, and finally by deed in Phase 4.

## *2.9 Land and Easements*

List Transfers

### **Task 3 – Services Procurement:**

3.1 *Secure Insurance* Aqua JPA, CSDA (risk management authority), etc.

3.2 *Contract for Bookkeeping and Accounting Services*

3.3 *Contract for Billing Services - Water*

3.4 *Staffing and personnel*

## **EXHIBIT B - PAYMENT SCHEDULE**

### **Compensation for Scope of Services**

Board Secretary/Clerk: \$40.00 per hour  
GIS Analyst: \$58.00 per hour  
Interim General Manager: \$ 58.00 per hour  
Planner \$ 58.00 per hour  
Analyst: \$78.00 per hour  
Principal: \$104.00 per hour  
  
+ direct expenses

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# **STAFF REPORT – BOARD OF DIRECTORS MEETING**

**TO:** President Rick Walsh and Respected Board Members

**FROM:** Special Counsel to the Board, Tracy M. Boobar

**DATE:** June 4, 2015

**AGENDA ITEM:** Changing Regular Meeting Time from 6:30 p.m. to 5:30 p.m.

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## **RECOMMENDATION:**

Staff recommends changing the meeting time from 6:30 p.m. to 5:30 p.m. in order to have a more effective meeting and to accommodate the schedules of many staff and community members.

## **DISCUSSION:**

In January the Board established the meeting time of 6:30 for regular meetings. The staff respectfully requests the time be moved up by one hour, to 5:30. This is the most common time chosen by the Board for Special Meetings.

An earlier meeting time would create a more effective meeting. With agendas covering many items in our near future, an earlier start time would allow all staff and Board Members to approach the this broad range of materials with a fresher outlook.

Changing the time would improve the length of the work day for Board Members and staff. An earlier start time would allow Board Members to get home to their families at an earlier hour. Also, in January, the majority of the staff (Mark) lived locally. At this time, all staff and consultants live out of the area. Changing the meeting time would benefit all concerned.

## **BUDGET/FISCAL IMPACT:**

None.

## **Scotia Community Services District Staff Report**

DATE: June 26, 2015

TO: Scotia CSD Board of Directors

FROM: SCSD Staff

SUBJECT: Schedule Next Special Board Meeting Date for July 2015

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### **RECOMMENDATION:**

Schedule Next Special Board Meeting Date for July 2015.

### **DISCUSSION:**

The next Regular Board meeting is set for July 16, 2015. Potential Special Meeting dates include: July 9, 23, and 30 (No July 2 meeting, as it is a 'holiday' week)

### **FISCAL IMPACT:**

None

## **Scotia Community Services District Staff Report**

DATE: June 26, 2015  
TO: Scotia CSD Board of Directors  
FROM: SCSD Staff  
SUBJECT: Report on Staffing of SCSD Office

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### **DISCUSSION:**

Leslie Marshall, the SCSD Board Clerk staffed the SCSD office June 22, 2015 and June 25, 2015, from 10am to 2pm. Starting July, the office will be staffed on Mondays and Thursdays by Stephen Avis, times to be determined upon Stephen's return from vacation.

During staffing hours, Stephen will also be developing the Injury and Illness Prevention (IIP) Program from Task 1.3 on Planwest's Scope of Work for SCSD.

### **FISCAL IMPACT:**

Costs to cover approximately 8 hours/ week for staffing.