



CITY OF BUELLTON

CITY COUNCIL AGENDA

**Regular Meeting of April 9, 2020 – 6:00 p.m.
City Council Chambers, 140 West Highway 246
Buellton, California**

Copies of staff reports or other written documentation relating to each item of business referred to on this Agenda are on file in the office of the City Clerk and are available for public inspection

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No.-25-20 and No. N-29-20 from the Executive Department of the State of California and a Declaration of Local Health Emergency from the County of Santa Barbara, City Council meetings will not be physically open to the public and one or more (or even all) City Council Members may be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting through the City's website, via City TV Live Stream at: <http://www.cityofbuellton.com/government/cityTV.php> and may provide public comment by sending comments to the City Clerk via email at lindar@cityofbuellton.com (reference subject matter or agenda item in the subject line of email). Please include name and address in contents of message. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Mayor's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations can contact the City Clerk at (805) 688-5177 and best efforts will be made to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City of Buellton's procedure for resolving reasonable accommodation requests.

CALL TO ORDER

Mayor Holly Sierra

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members Ed Andrisek, Dave King, John Sanchez, Vice Mayor Art Mercado, and Mayor Holly Sierra

REORDERING OF AGENDA

PUBLIC COMMENTS

Speaker Slip to be completed and turned in to the City Clerk prior to commencement of meeting. Any person may address the Council on any subject pertaining to City business, including all items on the agenda not listed as a Public Hearing, including the Consent Agenda and Closed Session. Limited to three (3) minutes per speaker. By law, no action may be taken at this meeting on matters raised during Public Comments not included on this agenda. Public Speakers using a translator are allotted a total of six (6) minutes to speak, unless simultaneous translation equipment is used.

CONSENT CALENDAR**(ACTION)**

The following items are considered routine and non-controversial and are scheduled for consideration as a group. Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion. Members of the Public may speak on Consent Agenda items during the Public Comment period.

- 1. Minutes of April 1, 2020 Special City Council Meeting**
- 2. Minutes of March 26, 2020 City Council Meeting**
- 3. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
- 4. Resolution No. 20-09 – “A Resolution of the City Council of the City of Buellton, California, Approving a 3.0% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2020”**
❖ (Staff Contact: Finance Director Shannel Zamora)
- 5. Acceptance of City of Buellton Transportation Development Act (TDA) Fund Financial Statements for Years Ended June 30, 2019 and 2018 with Independent Auditor’s Report**
❖ (Staff Contact: Finance Director Shannel Zamora)

PRESENTATIONS

- 6. Proclamation Recognizing National Donate Life Month**

PUBLIC HEARINGS**COUNCIL MEMBER COMMENTS/ITEMS****WRITTEN COMMUNICATIONS**

Written communications are included in the agenda packets. Any Council Member, the City Manager, or City Attorney may request that a written communication be read into the record.

COMMITTEE REPORTS

This Agenda listing is the opportunity for Council Members to give verbal Committee Reports on any meetings recently held for which the Council Members are the City representatives thereto.

BUSINESS ITEMS**(POSSIBLE ACTION)**

7. **Consideration of Emergency Funding of the Buellton Senior Center's Meals on Wheels Program**
❖ *(Staff Contact: City Manager Scott Wolfe)*
8. **Consideration of Agreement for Chief Plant Officer (CPO) and Support Staffing Services for the City of Buellton's Wastewater Treatment Plant (WWTP) and Sewer Facilities with Fluid Resource Management (FRM)**
❖ *(Staff Contact: Public Works Director Rose Hess)*

CITY MANAGER'S REPORT**CLOSED SESSION ITEMS****(POSSIBLE ACTION)**

9. **Closed Session Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator**
Property: 264 La Lata Drive, Buellton, CA (APN: 099-450-012)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: ECCUMENICAL III, LLC, Property Owner
Under Negotiation: Price and Terms of Payment
10. **Closed Session Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator**
Property: 202 Dairyland Road, Buellton, CA (APN: 099-66-032, -033, -034, -035; and 099-67-005)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: Greg Willemsen, Successor Trustee for Willemsen Living Trust, Property Owner
Under Negotiation: Price and Terms of Payment
11. **Closed Session Pursuant to Government Code Section 54956.9(d)(4) Potential Initiation of Litigation**

ADJOURNMENT

The next meeting of the City Council will be held on Thursday, April 23, 2020 at 6:00 p.m.

CITY OF BUELLTON

CITY COUNCIL SPECIAL MEETING MINUTES

Special Meeting of April 1, 2020

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Sierra called the Special meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present via Telephone: Council Members Ed Andrisek, Dave King, and John Sanchez, and Vice Mayor Art Mercado

Present: Mayor Holly Sierra

Staff: City Manager Scott Wolfe, City Attorney Greg Murphy (via telephone), Public Works Director Rose Hess, Finance Director Shannel Zamora (via telephone), and City Clerk Linda Reid

REORDERING OF AGENDA

None

PUBLIC COMMENTS

None

BUSINESS ITEMS

- 1. Ordinance No. 20-04 – “An Urgency Ordinance of the City Council of the City of Buellton, California, Temporarily Prohibiting Evictions of Residential and Commercial Tenants Arising out of Financial Impacts of the Covid-19 Pandemic”**

RECOMMENDATION:

That the City Council approve Urgency Ordinance No. 20-04.

STAFF REPORT:

City Manager Wolfe presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Vice Mayor Mercado, seconded by Council Member King approving Ordinance No. 20-04 – “An Urgency Ordinance of the City Council of the City of Buellton, California, Temporarily Prohibiting Evictions of Residential and Commercial Tenants Arising out of Financial Impacts of the Covid-19 Pandemic” by title only and waive further reading.

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

2. **Resolution No. 20-10 – “A Resolution of the City Council of the City of Buellton, California, Authorizing the Deferral of Water and Wastewater Payments and the Waiving of Penalties”**

RECOMMENDATION:

That the City Council consider adoption of Resolution No. 20-10.

STAFF REPORT:

City Manager Wolfe presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

- Whether the federal government is providing assistance with utility bills during the pandemic. City Attorney Murphy stated that he is not aware of the federal government assisting with deferral of utility payments at this time
- Requiring proof that water customers actually have COVID-19, enabling them to defer their water payments
- Waiver of late fees during the emergency health order, plus an additional 60 days

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member King, seconded by Council Member Sanchez approving Resolution No. 20-10 – “A Resolution of the City Council of the City of Buellton, California, Authorizing the Deferral of Water and Wastewater Payments and the Waiving of Penalties”

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

CITY MANAGER’S REPORT

None

CLOSED SESSION ITEMS

**3. Closed Session Pursuant to Government Code Section 54956.9(d)(4)
Potential Initiation of Litigation**

The City Council met in closed session to discuss Item 3. No reportable action was taken.

ADJOURNMENT

Mayor Sierra adjourned the special meeting at 5:53 p.m. The next regular meeting of the City Council will be held on Thursday, April 9, 2020 at 6:00 p.m.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

CITY OF BUELLTON

CITY COUNCIL MEETING MINUTES

Regular Meeting of March 26, 2020

City Council Chambers, 140 West Highway 246
Buellton, California

CALL TO ORDER

Mayor Sierra called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present via Telephone: Council Members Ed Andrisek, Dave King, and John Sanchez, and Vice Mayor Art Mercado

Present: Mayor Holly Sierra

Staff: City Manager Scott Wolfe, City Attorney Greg Murphy (via telephone), Public Works Director Rose Hess, Finance Director Shannel Zamora (via telephone), Contract City Planner Irma Tucker, Planning Assistant Cara Meche (via telephone), Recreation Supervisor Kyle Abello (via telephone), Youth Recreation Coordinator Paul Smith (via telephone), and City Clerk Linda Reid

REORDERING OF AGENDA

City Manager Wolfe announced that Item No. 9 will be continued to a future date in order to allow the entire Council to be present to congratulate Lt. Eddie Hsueh on his retirement and thank him for his service to the City of Buellton.

City Attorney Murphy explained the law and the process as to how the meeting would take place via telephone, due to the COVID-19 emergency and the social distancing mandate.

PUBLIC COMMENTS

None

CONSENT CALENDAR

1. **Minutes of March 12, 2020 Regular City Council Meeting**
2. **List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20**
3. **Monthly Treasurer's Report – February 29, 2020**
4. **Resolution No. 20-06 – “A Resolution of the City Council of the City of Buellton, California, Authorizing the Filing of a Claim with the Santa Barbara County Association of Governments for Allocation of Transportation Development Act Funds for Fiscal Year 2020-21”**
5. **Receive and File the 2019 Annual Report on the Status of the General Plan**
6. **Acceptance of Bid and Award of Construction Contract for the 2019/20 Road Maintenance Project**
7. **Acceptance of Bids and Award of Construction Contracts for Phase 1 and Phase 2 of the Storm Drain Improvement Projects**
8. **Contract Extension with Moss, Levy & Hartzheim LLP for Auditing Services for Fiscal Years Ending June 30, 2020 and 2021**

MOTION:

Motion by Council Member King, seconded by Council Member Andrisek, approving Consent Calendar Items 1 through 8 as listed.

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King - Yes

Council Member Sanchez - Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

PRESENTATIONS

9. **Recognition of Lieutenant Eddie Hsueh's Service to the City of Buellton**

This item was continued to a City Council meeting in the future when the entire City Council can be present to congratulate Lt. Hsueh on his retirement and thank him for his service to the City of Buellton.

PUBLIC HEARINGS

- 10. Ordinance No. 20-03 – “An Urgency Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-01) Relating to Accessory Dwelling Units, Amending Sections: 19.04.142 and 19.06.180”**

RECOMMENDATION:

That the City Council approve Urgency Ordinance No. 20-03.

STAFF REPORT:

Contract Planner Irma Tucker presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

- Areas of the City not excluded by the proposed ordinance will be able to add ADU's to garages even if they have Codes, Covenants, and Restrictions (CC&R's) that otherwise would prohibit second units

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Vice Mayor Mercado, seconded by Council Member King approving Ordinance No. 20-03 – “An Urgency Ordinance of the City Council of the City of Buellton, California, Considering Revisions to Title 19 (Zoning) of the Buellton Municipal Code (20-ZOA-01) Relating to Accessory Dwelling Units, Amending Sections: 19.04.142 and 19.06.180” by title only and waive further reading.

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

COUNCIL MEMBER COMMENTS/ITEMS

Mayor Sierra thanked Buellton residents for helping each other through the current global pandemic.

WRITTEN COMMUNICATIONS

None

COMMITTEE REPORTS

Vice Mayor Mercado announced that he attended the Buellton Chamber of Commerce and Visitors Bureau board meeting and provided an oral report regarding the meeting.

Mayor Sierra announced that she attended the Library Advisory Committee board meeting and provided an oral report regarding the meeting.

Mayor Sierra announced that she attended a board meeting for Santa Barbara County Association of Governments (SBCAG) and provided an oral report regarding the meeting.

BUSINESS ITEMS

11. Clarification of City Council Direction Regarding the Arts & Culture Committee Funding Request Rules and Procedures

RECOMMENDATION:

That the City Council discuss how to move forward with project funding for the Arts and Culture Committee.

STAFF REPORT:

Recreation Supervisor Abello presented the staff report.

SPEAKERS/DISCUSSION:

Marie Chavis, Buellton, submitted comments regarding this item, which were read into the record.

Peggy Brierton and Judi Stauffer, Co-Chairs of the Arts and Culture Committee, submitted comments regarding this item, which were read into the record.

The City Council discussed the following issues:

- Whether additional funding should be allocated to the Arts and Culture Committee
- Keeping the Arts and Culture approval process simple, rather than overly detailed
- Look into obtaining grant funding to pay for future Arts and Culture Committee projects by forming a sub-committee to seek out and apply for grant funding
- Welcoming all Arts and Culture applications that include social distancing at the time

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sanchez, seconded by Council Member King directing staff to proceed with a simple Arts and Culture approval process going forward, rather than a detailed process and that the Committee look into obtaining grant funding to fund future projects, with staff continuing to be involved in the Arts and Culture Committee meetings.

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez– Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

12. Conceptual Approval of Bike Skills Course at River View Park**RECOMMENDATION:**

That the City Council discuss the conceptual approval of a Bike Skills Course at River View Park and direct staff to return with a detailed cost estimate for the project and possible partnership with the Santa Ynez Valley Youth Recreation.

STAFF REPORT:

Recreation Supervisor Abello and Youth Recreation Coordinator Smith presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

- Whether the bike paths would cross each other and if this could become a liability for the City. Youth Recreation Coordinator Smith stated the area is large enough to see other bikers coming from the other direction
- Cost to maintain the bike skills course and using stronger materials that don't break down through the years
- Making the bike skills course as safe as possible for bike riders and eliminate the figure eight bike path design

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member King, seconded by Vice Mayor Mercado providing conceptual approval of a Bike Skills Course at River View Park and directing staff to return with a detailed cost estimate and course design for the project (without figure eight crossings) and partnership with the Santa Ynez Valley Youth Recreation.

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez– Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

13. Appointment of Two Council Members to Serve on the Aquatics Ad Hoc Committee**RECOMMENDATION:**

That the City Council appoint two members of the Council to serve on the Aquatics Ad Hoc Committee and participate in discussions regarding the future of the Santa Ynez Valley Community Aquatics Complex.

STAFF REPORT:

Recreation Supervisor Abello presented the staff report.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

CONCENSUS:

The City Council agreed by consensus to appoint Vice Mayor Mercado and Council Member King to serve on the Aquatics Ad Hoc Committee regarding the future of the Santa Ynez Valley Community Aquatics Complex.

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez– Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

14. Resolution No. 20-07 – A Resolution of the City Council of the City of Buellton, California, Recognizing the Importance of the 2020 Census and Encouraging Residents of the City of Buellton to Promote and Complete the Census to Ensure a Fair and Complete Count”**RECOMMENDATION:**

That the City Council consider adoption of Resolution No. 20-07.

STAFF REPORT:

Planning Assistant Meche presented the staff report.

SPEAKERS/DISCUSSION:

Kenneth Maryanski, Partnership Specialist with the Los Angeles Regional Census Center submitted comments regarding this item, which were read into the record.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member King, seconded by Council Member Andrisek approving Resolution No. 20-07 – “A Resolution of the City Council of the City of Buellton, California, Recognizing the Importance of the 2020 Census and Encouraging Residents of the City of Buellton to Promote and Complete the Census to Ensure a Fair and Complete Count”

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

15. Determination of Employee Cost of Living Adjustment (COLA) for Fiscal Year 2020-21

RECOMMENDATION:

That the City Council consider approval of a COLA for all full-time regular City employees for Fiscal Year 2020-21 in the amount of 3.2 percent.

STAFF REPORT:

Finance Director Zamora presented the staff report.

SPEAKERS/DISCUSSION:

The City Council discussed the following issues:

- Support for a 3.0 percent COLA
- Deferring the COLA until the April 23 City Council meeting, due to the COVID-19 global pandemic

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Mayor Sierra, seconded by Council Member Andrisek approving a 3.0 percent COLA for all full-time regular City employees for Fiscal Year 2020-21 and requesting that staff return with the a resolution solidifying the COLA approval.

VOTE:

Motion passed by a roll call vote of 3-2, with Council Member King and Vice Mayor Mercado voting no.

Council Member Andrisek – Yes

Council Member King – No

Council Member Sanchez – Yes

Vice Mayor Mercado – No

Mayor Sierra – Yes

MOTION:

Motion by Council Member King, seconded by Vice Mayor Mercado requesting that the COLA for all full-time regular City employees for Fiscal Year 2020-21 be brought back at the April 23rd Council meeting. This motion was not voted on due to the fact that the prior motion passed by a 3-2 roll call vote.

16. Presentation and Discussion of Administrative Steps Taken in Response to COVID-19 and County Declaration of Local Health Emergency

City Manager Wolfe discussed the administrative actions regarding the City's response to COVID-19 and the County Declaration of Local Health Emergency.

The City Council discussed the following issues:

- Deferring water shutoffs and waiving penalties and interest
- Thanking City Manager Wolfe for providing comprehensive and prompt reports to the City Council regarding the COVID-19 global pandemic and its effects on Buellton's residents and businesses

17. Resolution No. 20-08 – “A Resolution of the City Council of the City of Buellton, California, Authorizing the Deferral of Payments of Transient Occupancy Tax and the Waiving of Penalties and Interest in Certain Instances”

RECOMMENDATION:

That the City Council consider adoption of Resolution No. 20-08.

STAFF REPORT:

City Manager Wolfe presented the staff report.

SPEAKERS/DISCUSSION:

Kathy Vreeland, Executive Director of the Buellton Chamber of Commerce and Visitors Bureau, submitted a letter regarding this item, which was read into the record.

Daryl Nielsen Jr., General Manager of Pea Soup Andersen's Inn, submitted comments regarding this item, which were read into the record.

The City Council discussed their support for Resolution No. 20-08 and the effort to help Buellton's businesses.

DOCUMENTS:

Staff report with attachments as listed in the staff report.

MOTION:

Motion by Council Member Sanchez, seconded by Council Member Andrisek approving Resolution No. 20-08 – “A Resolution of the City Council of the City of Buellton, California, Authorizing the Deferral of Payments of Transient Occupancy Tax and the Waiving of Penalties and Interest in Certain Instances”

VOTE:

Motion passed by a roll call vote of 5-0.

Council Member Andrisek – Yes

Council Member King – Yes

Council Member Sanchez – Yes

Vice Mayor Mercado – Yes

Mayor Sierra – Yes

CITY MANAGER’S REPORT

City Manager Wolfe provided an informational report to the City Council. City Manager Wolfe and City Attorney Murphy detailed a potential urgency ordinance to suspend evictions during the COVID-19 global pandemic. The City Council agreed by consensus to agendize an urgency ordinance to suspend evictions during the COVID-19 global pandemic via a special meeting during the week of March 30, 2020.

CLOSED SESSION ITEMS

- 18. Closed Session Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator**
Property: 264 La Lata Drive, Buellton, CA (APN: 099-450-012)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: ECCUMENICAL III, LLC, Property Owner
Under Negotiation: Price and Terms of Payment

- 19. Closed Session Pursuant to Government Code Section 54956.8**
Conference with Real Property Negotiator
Property: 202 Dairyland Road, Buellton, CA (APN: 099-66-032, -033, -034, -035; and 099-67-005)
Agency Negotiator: Scott Wolfe, City Manager
Negotiating Party: Greg Willemsen, Successor Trustee for Willemsen Living Trust, Property Owner
Under Negotiation: Price and Terms of Payment

**20. Closed Session Pursuant to Government Code Section 54956.9(d)(4)
Potential Initiation of Litigation**

The City Council met in closed session to discuss Items 18, 19, and 20. No reportable action was taken.

ADJOURNMENT

Mayor Sierra adjourned the regular meeting at 8:53 p.m. The next regular meeting of the City Council will be held on Thursday, April 9, 2020 at 6:00 p.m.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SW
Council Agenda Item No.: 3

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: April 9, 2020

Subject: List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2019/20

BACKGROUND

Staff is required to submit a check register to the City Council for approval every council meeting for the most recently completed check register (Attachment 1).

The check register for the period 03/18/2020 through 03/31/2020 has been prepared in accordance to Government Code section 37202 and Buellton Municipal Code section 3.08.070. The check register lists all vendor payments for the specified period above, along with claimant's name, a brief description of the goods or service purchased, amount of demand, check number, check date and the account number(s) associated with each payment.

The total amount of checks, 03/18/2020 through 03/31/2020, and electronic fund transfers issued for the period of 03/18/2020 through 03/31/2020 was \$195,195.86.

FISCAL IMPACT

Payments made to the various vendors were consistent with the approved City's Budget for FY 2019/20. Cash is available for the payment disbursements of the above liabilities.

RECOMMENDATION

That the City Council review and accept the check register for the period 03/18/2020 through 03/31/2020.

ATTACHMENTS

Attachment 1 – Claims

ATTACHMENT 1

CONSOLIDATED CLAIMS DISBURSEMENT

BACK-UP/SUPPORT DATA IS AVAILABLE FOR COUNCIL REVIEW IN CITY HALL

The following is a list of claims for the period of **March 18, 2020 through March 31, 2020** for ratification by the City at the **April 09, 2020** City Council Meeting.

EXHIBIT A - A/P Packets processed

A/P Packet #APPKT01231	<u>119,911.18</u>
Total A/P Packets:	<u>\$119,911.18</u> (3 pages)

Utility Packet #UBPKT01913	88.84 (1 page)
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Total of checks issued:	<u>\$120,000.02</u>
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EXHIBIT B - Payments via Electronic Fund Transfer (EFT)

EFT Total:	<u>\$22,494.75</u>
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Payroll processed

CC Payroll	3/26/2020	2,329.83
Staff Payroll	3/27/2020	50,371.26

Total Payroll:	<u>\$52,701.09</u>
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TOTAL AMOUNT OF CLAIMS:	<u>\$195,195.86</u>
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SJ 4/2/20

Payments via Electronic Fund Transfer (EFT):

From 03/18/2020 through 03/31/2020

CalPERS - PEPRA	3/30/2020	4,201.53
CalPERS - Classic	3/30/2020	157.24
CalPERS - PEPRA	3/30/2020	63.02
Payroll Tax - IRS	3/30/2020	8,778.65
CalPERS - Classic	3/30/2020	5,795.43
Payroll Tax - IRS	3/30/2020	70.48
Hassler - Postage	3/30/2020	300.00
Bank Fees	3/31/2020	47.10
Payroll Tax - EDD	3/31/2020	3,081.30

Total

22,494.75



City of Buellton, CA

Check Disbursements - City Council - April 9, 2020

By Payment Number

Payment Dates 03/18/2020 - 03/31/2020

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount
39383	3/24/2020	001482	INV0011801	ALISON SMITH 2/19-3/11/2020 - REC - SPIN CLASS 4	001-511-67140		88.00 88.00
39384	3/24/2020	001481	INV0011797	ALYSSIA TRANCOSO 3/21/2020 - REFUND - RVP RESERVATION CANCELLATION	001-22510		140.00 140.00
39385	3/24/2020	000028	INV0011798 INV0011798	ARAMARK UNIFORM SERVICES INC FEB 2020 - MATS/TOWELS SERVICE FEB 2020 - MATS/TOWELS SERVICE	001-558-60800 005-701-60800		473.12 378.50 94.62
39386	3/24/2020	001372	BPJ33210	BRENNTAG PACIFIC, INC. 3/12/2020 - WTP - CHEMICALS	020-601-61111		779.04 779.04
39387	3/24/2020	001163	12775	BUELLTON GARAGE INC 3/11/2020 - REC - VEHICLE MAINTENANCE	001-511-60270		1,189.07 1,189.07
39388	3/24/2020	000063	INV20-00020	BUELLTON UNION SCHOOL DISTRICT APR-JUN2020 - REC CNTR - QTRLY CSTDIAL SERVICES	001-511-60800		7,500.00 7,500.00
39389	3/24/2020	000121	INV0011804	BUELLTON VISITORS BUREAU MAR 2020 - VB - TOT PER CONTRACT	001-410-67790		37,500.00 37,500.00
39390	3/24/2020	000065	252193 252194	BURKE, WILLIAMS & SORENSEN, LLP FEB 2020 - RETAINER - LEGAL SERVICES FEB 2020 - LEGAL SERVICES	001-404-60840 001-404-60840		30,016.81 10,461.35 19,555.46
39391	3/24/2020	000107	2722	CITY OF LOMPOC APR 2020 - TRANSIT SERVICES	027-559-67445		1,666.66 1,666.66
39392	3/24/2020	000118	901110 901111	COASTAL COPY, INC. 2/16-4/15/2020 - HR - BASE RATE & OVERAGE CHRGS 2/18-3/17/2020 - AR/FD/CH - COPIER OVERAGE CHARGES	001-410-61130 001-410-61130		510.65 47.47 463.18
39393	3/24/2020	001364	S100024396-001	FAMCON PIPE & SUPPLY-SM 3/16/2020 - WTP - MAINT/REPAIR ITEMS	020-601-60250		150.85 150.85
39395	3/24/2020	000203	1257	Gary Brown Service & Repair, Inc. 2/24/2020 - CH - HVAC MAINTENANCE	001-558-60800		380.00 380.00
39396	3/24/2020	000241	100469 101190	J B DEWAR, INC. 3/11/2020 - WWTP - PUMP TRANSMISSION FUEL 3/18/2020 - WTP - BOOSTER/SUPPLY/PMPNG/TRNSMSN	005-701-61111 092-608-74100	09260874100	2,815.68 858.47 1,957.21
39397	3/24/2020	000395	1443	JOSE RAFAEL RUIZ dba 3/13/2020 - OP - JANITORIAL SERVICES	001-552-60256		1,050.00 1,050.00
39398	3/24/2020	001438	INV0011799 INV0011799	JUAN GOMEZ 3/13/2020 - REIMBURSEMENT - CERT RENEWALS WTP/WWTP 3/13/2020 - REIMBURSEMENT - CERT RENEWALS WTP/WWTP	005-701-60650 020-601-60650		346.00 286.00 60.00
39399	3/24/2020	000779	14629	LASH CONSTRUCTION, INC. 2/15/2020 - WTP - REPAIR WATER SERVICE	020-601-60250		1,702.81 1,702.81
39400	3/24/2020	000280	156237	LEE CENTRAL COAST NEWSPAPERS 3/12/2020 - NtcPblcHrng - Ord# 20-03	001-403-60520		160.23 160.23
39401	3/24/2020	000669	30253481	O'CONNOR & SONS dba 3/2/2020 - USPO - PEST CONTROL	001-558-60800		105.00 105.00

Check Disbursements - City Council - April 9, 2020

Payment Dates: 03/18/2020 - 03/31/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
39402	3/24/2020 4372-124731	000801 3/14/2020 - WWTP - MISC MAINT/REPAIR ITEMS	O'REILLY AUTOMOTIVE STORES, INC.	005-701-60250		60.31 60.31
39403	3/24/2020 117989646	000352 3/23/2020 - NON-REFUNDABLE 50% DISCNT OPTION	P G & E	092-215-74100	09221574100	3,287.22 3,287.22
39404	3/24/2020 1437977	000861 3/10/2020 - WWTP - CHEMICALS	POLYDYNE INC.	005-701-61111		1,304.80 1,304.80
39405	3/24/2020 CM0000169 INV0011803	000894 FEB 2020 - TBID - ADMIN FEES FEB 2020 - SYVTBID FEES	Santa Ynez Valley Hotel Assn., Inc. dba	001-44250 001-22160		27,506.15 (561.35) 28,067.50
39406	3/24/2020 INV0011800 INV0011800	000978 2/15-3/15/2020 - Misc Office Supplies 2/15-3/15/2020 - Misc Office Supplies	Staples Credit Plan	001-410-61130 001-511-61130		273.77 70.19 203.58
39407	3/24/2020 9849995373 9849995373 9849995373 9849995373 9849995373 9849995373	000556 3/9-4/8/2020 - Wireless Telephone Service 3/9-4/8/2020 - Wireless Telephone Service	VERIZON WIRELESS	001-410-60014 001-410-67705 001-511-61290 001-558-67705 005-701-67705 020-601-67705		518.97 0.96 67.48 32.65 136.39 134.72 146.77
39408	3/24/2020 5009582330	001063 3/24-4/23/2020 - CH- Copier Lease	Wells Fargo Vendor Fin Serv	001-410-60310		340.81 340.81
39409	3/24/2020 43575	000187 3/16/2020 - WTP - MISC MAT'LS/SUPPLIES	FARM SUPPLY COMPANY	020-601-60250		45.23 45.23
Payment Total:						119,911.18

Report Summary

Fund Summary

Fund	Payment Amount
001 - General Fund	107,376.47
005 - Sewer Fund	2,738.92
020 - Water Fund	2,884.70
027 - Local Transportation Fund	1,666.66
092 - Capital Improvement Proj Fund	5,244.43
Grand Total:	<u>119,911.18</u>

Account Summary

Account Number	Account Name	Payment Amount
001-22160	SYVTBID Payable	28,067.50
001-22510	Park/Damage Charge	140.00
001-403-60520	Advertising - Legal	160.23
001-404-60840	Contract Services-Legal Fees	30,016.81
001-410-60014	Emergency Operations	0.96
001-410-60310	Equipment Rental	340.81
001-410-61130	Office Supplies	580.84
001-410-67705	Telephone	67.48
001-410-67790	Visitors Bureau	37,500.00
001-44250	Miscellaneous	(561.35)
001-511-60270	Maintenance-Vehicles	1,189.07
001-511-60800	Contract Services	7,500.00
001-511-61130	Office Supplies	203.58
001-511-61290	Telephone/Internet	32.65
001-511-67140	Buelltton Recreation Program	88.00
001-552-60256	Maintenance/Repair-Oak Park	1,050.00
001-558-60800	Contract Services	863.50
001-558-67705	Telephone	136.39
005-701-60250	Maintenance / Repair	60.31
005-701-60650	Membership & Publications	286.00
005-701-60800	Contract Services	94.62
005-701-61111	Chemicals / Analysis	2,163.27
005-701-67705	Telephone	134.72
020-601-60250	Maintenance / Repair	1,898.89
020-601-60650	Membership & Publications	60.00
020-601-61111	Chemicals / Analysis	779.04
020-601-67705	Telephone	146.77
027-559-67445	Lompoc- Wine Country Express	1,666.66
092-215-74100	Construction and Improvements	3,287.22
092-608-74100	Construction and Improvements	1,957.21
Grand Total:		<u>119,911.18</u>

Project Account Summary

Project Account Key		Payment Amount
None		114,666.75
09221574100	Avenue of Flags Median 2 Improvements	3,287.22
09260874100	WTP/Booster Power Reliability	1,957.21
Grand Total:		<u>119,911.18</u>



UBPKT01913 - Refunds 01 UBPKT01911 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
03-03000-009	SANCHEZ, LUIS	3/26/2020	39410	22.48			22.48	Generated From Billing
04-03100-003	JARRETT, JEREMY & ANGELA	3/26/2020	39411	66.36			66.36	Generated From Billing
Total Refunds: 2				Total Refunded Amount:	88.84			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	88.84
Revenue Total:	88.84

General Ledger Distribution

Posting Date: 03/26/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 020 - WATER FUND			
020-10000	Claim On Pooled Cash	-88.84	Yes
020-22420	Unapplied Credits	88.84	
		020 Total:	0.00
Fund: 999 - POOLED CASH			
999-10001	Pooled Cash - General Checking	-88.84	
999-27000	Due To Other Funds	88.84	Yes
		999 Total:	0.00
		Distribution Total:	0.00

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SW
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: April 9, 2020

Subject: Resolution No. 20-09 – “A Resolution of the City Council of the City of Buellton, California, Approving a 3.0% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2020”

BACKGROUND

Buellton Municipal Code Section 2.08.060 authorizes the City Manager to prepare and submit a proposed annual salary plan to the City Council for its approval. On March 26, 2020, the City Council authorized a 3.0 percent Cost of Living Adjustment (COLA) for all regular full-time employees, effective, July 1, 2020 and requested that staff bring back a resolution formally approving the COLA for Fiscal Year 2020-21.

FISCAL IMPACT

The fiscal impact of the COLA will be reflected in the Fiscal Year 2020-21 Budget and the overall increase including benefits would be \$88,600. The General Fund expenditures will experience a \$48,200 increase. Both the Water and Wastewater Fund expenditures will experience a \$20,200 increase each.

RECOMMENDATION

That the City Council approve Resolution No. 20-09 – “A Resolution of the City Council of the City of Buellton, California, Approving a 3.0% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2020”

ATTACHMENTS

Resolution No. 20-09

RESOLUTION NO. 20-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, APPROVING A 3.0% COST OF LIVING ADJUSTMENT (COLA) FOR ALL REGULAR FULL-TIME EMPLOYEES, EFFECTIVE JULY 1, 2020

WHEREAS, Section 2.08.060 of the Buellton Municipal Code authorizes the City Manager to prepare and submit a proposed annual salary plan to the City Council for its approval; and

WHEREAS, the City Council reviewed the request for COLA submitted on March 26, 2020 and approved a 3.0% COLA at that time; and

WHEREAS, the City Council values the work performed by its regular full-time employees; and

WHEREAS, based on financial information provided by the Finance Director, the City Council has determined that it is financially prudent to provide for an increase in salaries of regular full-time employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUELLTON DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The City Council hereby directs adjustments to regular full-time employees' salaries to reflect a 3.0% cost of living adjustment, effective July 1, 2020.

SECTION 3. The fiscal impact of the salary adjustment will be reflected in the Fiscal Year 2020-21 City Budget.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 9th day of April, 2020.

Holly Sierra
Mayor

ATTEST:

Linda Reid
City Clerk

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SW
Council Agenda Item No.: 5

To: The Honorable Mayor and City Council

From: Shannel Zamora, Finance Director

Meeting Date: April 9, 2020

Subject: Acceptance of City of Buellton Transportation Development Act (TDA) Fund Financial Statements for Years Ended June 30, 2019 and 2018 with Independent Auditor's Report

BACKGROUND

An audit of the City's Transportation Development Act Fund has been performed by Moss, Levy & Hartzheim LLP, a firm of Certified Public Accountants. The purpose of the audit is to determine compliance with the Transportation Development Act (TDA) (California Public Utilities Code sections 99234 and 99400(a)), and compliance with the rules and regulations of the Santa Barbara County Association of Governments.

The audit is presented herewith for your review and acceptance. The audit includes an examination of the assets, liabilities and fund balance of the TDA Fund as of June 30, 2019 and 2018, and the related statements of revenue, expenditures and changes in fund balance.

The Independent Accountant's Report on Compliance with Requirements Applicable to the TDA, dated March 25, 2020 states that the City complied with applicable statutes, rules, regulations of the TDA and the allocation instructions and resolutions of the Santa Barbara County Association of Governments as required by Section 6666 of Title 21, Division 3, Chapter 2, Article 5.5 of the California Code of Regulations during the year ended June 30, 2019.

FISCAL IMPACT

This annual TDA audit is required along with an unqualified auditor's opinion in order for the City to receive continued funding.

RECOMMENDATION

That the City Council review and accept the City of Buellton TDA Fund Financial Statements for the years ended June 30, 2019 and 2018 along with the Independent Auditor's Report.

ATTACHMENTS

Attachment 1 - TDA Fund Financial Statements for Years Ended June 30, 2019 and 2018.

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
FINANCIAL STATEMENTS
FISCAL YEARS ENDED JUNE 30, 2019 AND 2018
WITH INDEPENDENT AUDITORS' REPORT
SEGREGATED BY SECTIONS 99234
AND 99400(a) OF THE PUBLIC UTILITIES CODE

CITY OF BUELLTON
Transportation Development Act Fund
Segregated by Sections 99234 and 99400(a)
of the Public Utilities Code
June 30, 2019 and 2018
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INDEPENDENT AUDITORS' REPORT

The Board of Directors of the
Santa Barbara County Association of Governments

Report on Financial Statements

We have audited the accompanying financial statements of the Transportation Development Act Fund of the City of Buellton (the Fund), as of and for the fiscal years ended June 30, 2019 and June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Transportation Development Act Fund of the City of Buellton, as of June 30, 2019 and June 30, 2018, and the changes in financial position for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Transportation Development Act Fund and do not purport to, and do not, present fairly the financial position of the City of Buellton as of June 30, 2019 and June 30, 2018, the changes in its financial position for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Moss, Levy & Hartzheim LLP

Santa Maria, California
March 25, 2020

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
BALANCE SHEETS
June 30, 2019 and June 30, 2018

	2019		2018	
	99234	99400(a)	Total	Total
Assets:				
Cash and investments	\$ 30,844	\$ 293,440	\$ 324,284	\$ 173,367
Interest receivable	116	982	1,098	524
Prepaid expenditures				1,667
Total assets	<u>\$ 30,960</u>	<u>\$ 294,422</u>	<u>\$ 325,382</u>	<u>\$ 175,558</u>
Liabilities:				
Accounts payable	\$ -	\$ 1,500	\$ 1,500	\$ -
Total liabilities		<u>1,500</u>	<u>1,500</u>	
Fund balance:				
Nonspendable				1,667
Restricted	<u>30,960</u>	<u>292,922</u>	<u>323,882</u>	<u>173,891</u>
Total fund balance	<u>30,960</u>	<u>292,922</u>	<u>323,882</u>	<u>175,558</u>
Total liabilities and fund balance	<u>\$ 30,960</u>	<u>\$ 294,422</u>	<u>\$ 325,382</u>	<u>\$ 175,558</u>

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For Fiscal Years Ended June 30, 2019 and June 30, 2018

	2019		2018
	99234	99400(a)	Total
		Total	Total
Revenues:			
Local Transportation Fund allocations	\$ 4,173	\$ -	\$ 4,173
Interest	409	3,458	3,867
Total revenues	4,582	3,458	8,040
Expenditures:			
Contract services		20,000	20,000
Dial-A-Ride-Solvang		1,500	1,500
Total expenditures		21,500	21,500
Excess of revenues over expenditures	4,582	(18,042)	(13,460)
Transfers:			
Transfers in from the City of Buellton	7,387	160,113	167,500
Transfers out to the City of Buellton		(5,716)	(5,716)
Total transfers	7,387	154,397	161,784
Change in fund balance	11,969	136,355	148,324
Fund balance, beginning of fiscal year	18,991	156,567	175,558
Fund balance, end of fiscal year	\$ 30,960	\$ 292,922	\$ 323,882

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2019

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues:			
Local Transportation Fund allocations	\$ 4,057	\$ 4,173	\$ 116
Interest	<u>270</u>	<u>3,867</u>	<u>3,597</u>
Total revenues	<u>4,327</u>	<u>8,040</u>	<u>3,713</u>
Expenditures:			
Contract services	46,000	20,000	26,000
Dial-A-Ride-Solvang	<u>1,500</u>	<u>1,500</u>	
Total expenditures	<u>47,500</u>	<u>21,500</u>	<u>26,000</u>
Excess of revenues over expenditures	<u>(43,173)</u>	<u>(13,460)</u>	<u>29,713</u>
Transfers:			
Transfers in from City of Buellton	640,000	167,500	(472,500)
Transfers out to City of Buellton	<u>(600,000)</u>	<u>(5,716)</u>	<u>594,284</u>
Total transfers	<u>40,000</u>	<u>161,784</u>	<u>121,784</u>
Change in fund balance	(3,173)	148,324	151,497
Fund balance, beginning of fiscal year	<u>175,558</u>	<u>175,558</u>	
Fund balance, end of fiscal year	<u>\$ 172,385</u>	<u>\$ 323,882</u>	<u>\$ 151,497</u>

See accompanying notes to financial statements

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2018

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues:			
Local Transportation Fund			
allocations	\$ 3,977	\$ 3,922	\$ (55)
Miscellaneous	5,847		(5,847)
Interest	<u>30</u>	<u>744</u>	<u>714</u>
Total revenues	<u>9,854</u>	<u>4,666</u>	<u>(5,188)</u>
Expenditures:			
Contract services	25,000	45,121	(20,121)
Dial-A-Ride-Solvang	<u>15,000</u>	<u>1,500</u>	<u>13,500</u>
Total expenditures	<u>40,000</u>	<u>46,621</u>	<u>(6,621)</u>
Excess of revenues over expenditures	<u>(30,146)</u>	<u>(41,955)</u>	<u>(11,809)</u>
Transfers:			
Transfers in from City of Buellton	(95,000)		95,000
Transfers out to City of Buellton	<u>184,100</u>	<u>164,100</u>	<u>(20,000)</u>
Total transfers	<u>89,100</u>	<u>164,100</u>	<u>75,000</u>
Change in fund balance	58,954	122,145	63,191
Fund balance, beginning of fiscal year	<u>53,413</u>	<u>53,413</u>	
Fund balance, end of fiscal year	<u>\$ 112,367</u>	<u>\$ 175,558</u>	<u>\$ 63,191</u>

CITY OF BUELLTON
TRANSPORTATION DEVELOPMENT ACT FUND
SEGREGATED BY SECTIONS 99234 AND 99400(a) OF THE PUBLIC UTILITIES CODE
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and June 30, 2018

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Transportation Development Act Fund of the City of Buellton is a governmental fund type. Governmental funds are accounted for using a current financial resources measurement focus. The application of this measurement focus provides that, in general, only current assets and current liabilities are present on the balance sheet. Operating statements of these funds present revenues and expenditures.

The modified accrual basis of accounting is used for the Transportation Development Act Fund. Under the modified accrual basis of accounting, revenues are recognized when they become susceptible to accrual (i.e., both measurable and available). Measurable means that the amount of the transaction can be determined. Available means the funds are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures of governmental funds are generally recognized when the related fund liability is incurred.

Reporting Entity

The financial statements present only the Transportation Development Act Fund and do not purport to, and do not present, the City's financial position and changes in financial position. The City of Buellton's basic financial statements are available from the Finance Department at 107 W. Highway 246, Buellton, CA 93427.

NOTE 2 – CASH DEPOSITS

The City follows the practice of pooling cash and investments for all funds (including the Transportation Development Act Fund) under its direct daily control. Interest earned on pooled cash and investments is allocated periodically to the various funds based on average cash balances. Detailed disclosure regarding the City's investments of cash is included in the notes to financial statements of the City.

**INDEPENDENT AUDITORS' REPORT ON TRANSPORTATION
DEVELOPMENT ACT COMPLIANCE**

The Board of Directors of the
Santa Barbara County Association of Governments

We have audited the financial statements of the City of Buellton Transportation Development Act Fund's (the City) compliance with the types of compliance requirements described in the *Transportation Development Act Guidebook*, published by the State of California Department of Transportation applicable for the fiscal year ended June 30, 2019.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the Transportation Development Act.

Auditors' Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit of the compliance with applicable statutes, rules and regulations of the Transportation Development Act (TDA), Sections 99234 and 99400(a), of the California Code of Regulations (CCR), and the allocation instructions and resolutions of Santa Barbara County Association of Governments as required by Section 6666 of the CCR. Section 6666 requires that for a non-transit claimant, the independent auditor shall perform at least the following tasks: (a) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualified purposes, including Public Utilities Code section 99402 for streets and roads claimants and section 99233.3 for claimants under that section for pedestrian and bicycle facilities and bicycle safety education programs, (b) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation-planning agency and in compliance with the allocation instructions, and (c) Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code sections 99301 and 99301.5. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Transportation Development Act Guidebook*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state laws and regulations applicable to the City occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the City's compliance.

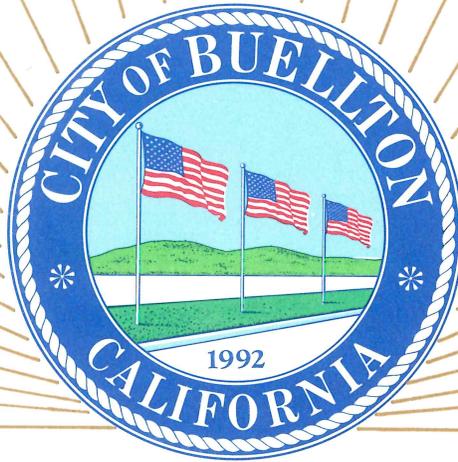
Opinion on Compliance with the Transportation Development Act

In our opinion, the funds allocated to and received by the City of Buellton Transportation Development Act Fund, complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements of the Transportation Development Act and the allocation instructions and resolutions of Santa Barbara County Association of Governments for the fiscal year ended June 30, 2019.

This report is intended solely for the information and use of the City Council, management of the Santa Barbara County Association of Governments and for filing with the appropriate regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim LLP

Santa Maria, California
March 25, 2020



City of Buellton

PROCLAMATION RECOGNIZING NATIONAL DONATE LIFE MONTH

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and more than 112,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and more than 600,000 units of blood per year are required to meet the need in California and each year, there are 18,000 patients in need of volunteer marrow donors; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and the spirit of giving and decision to donate are not restricted by age or medical condition; and California residents interested in saving a life through living kidney donation are encouraged to visit www.LivingDonationCalifornia.org for more information; and

WHEREAS, over sixteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles.

NOW, THEREFORE, I, Holly Sierra, Mayor of the City of Buellton, hereby recognize National Donate Life Month, the month of April 2020 is hereby proclaimed "DMV/Donate Life Month" in the City of Buellton, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFeCalifornia.org or www.doneVIDAcalifornia.org.

PRESENTED this 9th day of April 2020



Holly Sierra

Mayor

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SW
Council Agenda Item No.: 7

To: The Honorable Mayor and City Council

From: Scott Wolfe, City Manager

Meeting Date: April 9, 2020

Subject: Consideration of Emergency Funding of the Buellton Senior Center's Meals on Wheels Program

BACKGROUND

The various responses to the COVID-19 pandemic in the form of public health orders from the federal, state, and county governments have resulted in severe restrictions on many businesses, leading to the need to either cease operations or reduce staffing levels through layoffs. Fundraising efforts of non-profit organizations are not immune to these orders or the impacts that result from them. The Buellton Senior Center, in addition to its Senior Citizen programming, is a local provider of Meals on Wheels services across much of the Santa Ynez Valley. The Meals on Wheels program provides nutritious food to local residents who are unable to leave their homes to obtain food on their own, due to some incapacity. For many of these people, primarily senior citizens, the delivery from Meals on Wheels represents the only nutritious meal that they will eat on a given day.

Since the County Public Health Officer's social distancing order was imposed on March 12, the Senior Center Thrift Store has been required to be closed. This closure represents a loss of approximately \$8,150.00 per month of revenue to the Senior Center's programs. As most of their social programs are severely limited due to social distancing and the need to protect their particularly vulnerable clientele, the bulk of the funding available is channeled into the Meals on Wheels program. As of April 2, there were 172 persons served by the BSC Meals on Wheels program. Additionally, the BSC helps run other food aid programs throughout the Valley.

The current financial difficulties are made more troublesome when it is recognized that the number of persons requiring the Meals on Wheels service will increase as the COVID-19 pandemic progresses, with more infected people being required to self-quarantine and fewer people available to assist them with food delivery. Ensuring the supply of healthy food will become as important as management of symptoms for those who are sick, as malnutrition will result in patients that might otherwise be able to recover at home needing to be hospitalized. With the expected influx of COVID-19

patients, such hospitalization will likely not be a viable option during the peak infection period which may be reached in April or May.

Given the critical importance of this program to Buellton (and other Santa Ynez Valley) residents, and the lack of another agency capable of filling this need should BSC be unable to do so, a request has been made by BSC to the City Council to extend additional funding to allow the Meals on Wheels program to continue. Should the City Council authorize this additional funding, it would be in addition to the \$65,000 of funding that has been budgeted for support of the BSC through the Fiscal Year 2019-20 budget. Staff would note that the additional funding request should not be viewed as additional support to a local non-profit organization, as there are many local non-profits that will be in need of such support. Instead, staff would submit to the City Council that this request represents a request for emergency funding of a critical social service function during a time of emergency, and that the loss of this critical service to the community would be detrimental to the health, safety, and welfare of many City residents.

Staff has identified a potential source of funds for this additional support, in the event that the City Council desires to grant it. There are funds which have not yet been expended from a Minor Capital line item in the Public Works Department budget. This line item (001-558-74100) is for the Cash 4 Grass program, which promotes water conservation through the offer of grants to residents in exchange for removing high water use landscaping, such as turf grass, in favor of more drought tolerant landscaping.

FISCAL IMPACT

The authorization of this funding request will result in an expenditure of \$15,000, but would be offset by a commensurate reduction of an existing budget line item with this amount of funds presently unused. Therefore, no significant fiscal impact would be seen as a result of the granting of this request.

RECOMMENDATION

Staff recommends that the City Council consider the request of the Buellton Senior Center for \$15,000 of emergency funding for the Meals on Wheels program, and if desired, direct staff to disburse the funds and include the transfer of funds from the Cash 4 Grass line item in the next quarterly budget adjustment.

CITY OF BUELLTON
City Council Agenda Staff Report

City Manager Review: SW
Council Agenda Item No.: 8

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Meeting Date: April 9, 2020

Subject: Consideration of Agreement for Chief Plant Officer (CPO) and Support Staffing Services for the City of Buellton’s Wastewater Treatment Plant (WWTP) and Sewer Facilities with Fluid Resource Management (FRM)

BACKGROUND

The City of Buellton operates and maintains its own municipal WWTP. As required by Regional Water Quality Control Board (RWQCB), each WWTP must have a designated CPO that is responsible for the overall operation of the WWTP, including compliance with effluent limitations established in the WWTP’s waste discharge requirements. With the recent retirements within the City’s Wastewater Division, the Lead position that is the designated CPO has been open. This position had been advertised and actively recruiting since October 1, 2018 through early 2019 and remains open until filled.

In order to remain in compliance with the RWQCB, the City entered into a contract with the Santa Ynez Community Services District (SYCSD) to provide contract CPO and support staff services in January 2019. Unfortunately, at the SYCSD March 18, 2020 meet, the SYCSD Board of Directors elected to terminate the contract with the City due to lack of staff resources to fulfill our needs. Staff received SYCSD’s formal 30-day notice of termination on March 19, 2020.

Staff has been in discussions with FRM to provide contract CPO and support staff services to remain in compliance with the RWQCB. The City previously entered into a short term contract with FRM prior to the SYCSD to provide these services. FRM is registered with the RWQCB to provide contract operator services and has the staff available to provide the necessary support.

The Agreement is provided as Attachment 1 for Council’s review and approval. The term of the contract is until needed, with a thirty-day termination clause. The hourly rate for FRM’s Grade 3 Operator is \$100/hour. It is anticipated that at the start the CPO would be at the WWTP approximately 2-4 hours per day, 4 days per week and would be available to staff at all times per the requirements of the RWQCB.

Section 3.12.90 of the Buellton Municipal Code requires consulting contracts in excess of \$10,000 to be subject to a Request for Proposal (RFP) process. The contract operator services for the WWTP must be local and accessible to the staff at all times to be in compliance with the RWQCB requirements. FRM is the only local firm that provides contract services with licensed operators which could be available at all times. In addition, as coverage is needed by April 19, there is insufficient time to send out an RFP. Were the City to undertake the RFP process, the only firms aside from FRM would be out of area firms, making the costs to provide the services much higher.

For these reasons, City staff is recommending that the RFP process be bypassed in this instance and the contract be awarded to FRM.

FISCAL IMPACT

This Agreement with FRM will directly impact the Sewer Fund. However, costs will be off-set with the current vacancy of the Lead Wastewater Operator position. Actual costs will be based on actual hours required for coverage at the WWTP, which will fluctuate, based on daily operations and maintenance needs. It is estimated that the impact is approximately of \$6,400/month (based on \$100/hour, 4 hours/day, 4 days/week, and 4 weeks/month).

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Agreement for CPO and Support Staffing Services for the City of Buellton's WWTP and Sewer Facilities with FRM.

ATTACHMENT

Attachment 1 – Agreement and Scope of Work

**AGREEMENT FOR CPO and SUPPORT STAFFING SERVICES FOR
THE CITY OF BUELLTON'S WWTP AND SEWER FACILITIES**

**BETWEEN
THE CITY OF BUELLTON
AND
FLUID RESOURCE MANAGEMENT**

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**AGREEMENT FOR CPO and SUPPORT STAFFING SERVICES FOR
THE CITY OF BUELLTON'S WWTP AND SEWER FACILITIES**

**BETWEEN
THE CITY OF BUELLTON
AND
FLUID RESOURCE MANAGEMENT**

This AGREEMENT FOR **AGREEMENT FOR CPO and SUPPORT STAFFING FOR THE CITY OF BUELLTON'S WWTP AND SEWER FACILITIES SERVICES BETWEEN THE CITY OF BUELLTON AND FLUID RESOURCE MANAGEMENT, INC.** ("AGREEMENT"), is made and entered into this 9th day of April 2020, by and among the City of BUELLTON a municipal corporation ("CITY") and **FLUID RESOURCE MANAGEMENT, INC.** (FRM).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT", the term of this AGREEMENT shall be month-to-month as needed by the City, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT as executed by the City Manager.

SECTION 2. SCOPE OF SERVICES.

FRM agrees to perform the services set forth in EXHIBIT "A", "SCOPE OF SERVICES/PROPOSAL" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

FRM shall not be compensated for any services rendered in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. FRM shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay FRM the hourly rates specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed Six Thousand Four Hundred DOLLARS (\$6,400) monthly, unless additional compensation is approved in writing by the City Manager.

(b) Each month FRM shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the FRM to determine whether the work performed, and expenses incurred

are in compliance with the provisions of this AGREEMENT. If no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, the original invoice shall be returned by CITY to FRM for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by FRM which are disputed by CITY, CITY will use its best efforts to cause FRM to be paid within thirty (30) days of receipt of FRM invoice.

(d) Payment to FRM for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by FRM.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of FRM's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept FRM's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise FRM's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of FRM's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by FRM in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the FRM. Upon completion, expiration or termination of this AGREEMENT, FRM shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANTS BOOKS AND RECORDS.

(a) FRM shall maintain any and all documents and records demonstrating or relating to FRM 's performance of services pursuant to this AGREEMENT. FRM shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by FRM pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such

documents and records shall be made available at FRM 's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of FRM's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. FRM shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY; whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under FRM's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of FRM or any of FRM's officers, employees or agents, except as set forth in this AGREEMENT. FRM shall not at any time or in any manner represent that FRM or any of FRM's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither FRM, nor any of FRM 's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY's employees. FRM expressly waives any claim FRM may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

FRM represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. FRM shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, FRM shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of FRM under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

FRM shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. FRM shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of FRM to comply with this section.

SECTION 11. NONDISCRIMINATION.

Basic Provisions. In performing the Work, *FRM* agrees as follows:

(1) *FRM* will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. *FRM* will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. *FRM* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause.

(2) *FRM* will, in all solicitations or advertisements for employees placed by or on behalf of *FRM*, state that all qualified applicants will receive consideration for employment without regard to race creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

SECTION 12. UNAUTHORIZED ALIENS.

FRM hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.* as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should *FRM* so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, *FRM* hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) *FRM* covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder *FRM*'s performance of services under this AGREEMENT. CITY acknowledges and accepts that *FRM* performs services for other local entities. In order to provide the necessary services to CITY without creating a conflict of interest, *FRM* shall ensure that any staff assigned to the City shall not be assigned to any other facility within the City of Buellton. *FRM* further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager.

FRM agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that FRM is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. FRM is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by FRM in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to FRM. FRM shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) FRM, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided FRM gives CITY notice of such court order or subpoena.

(c) If FRM, or any officer, employee, agent or subcontractor of FRM, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from FRM for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of FRM's conduct.

(d) FRM shall promptly notify CITY should FRM, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent FRM or be present at any deposition, hearing or similar proceeding. FRM agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by FRM. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

INDEMNITY FOR PROFESSIONAL LIABILITY: When the law establishes a professional standard of care for FRM's services, to the fullest extent permitted by law, FRM shall indemnify, defend and hold harmless CITY and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against 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 FRM, its officers, agents, employees or subconsultants (or any entity or individual for which FRM shall bear legal liability) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY: To the full extent permitted by law, CITY shall indemnify, defend and hold harmless FRM , and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CITY or by any individual or entity for which CITY is legally liable, including but not limited to officers, agents, employees or subcontractors of CITY.

CITY shall indemnify, defend and hold harmless FRM and any and all of its owners, officials, employees, and agents ("Indemnified Parties") from and against all fines imposed by a regulatory agency, losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by; deficiencies in plant design to adequately treat the CITY's incoming wastewater, excess influent solids loading and/or excess Biochemical Oxygen Demand (BOD) loading, or any other constituent found in the influent which causes a partial or complete plant upset, inability of CITY to dispose of its biosolids, or inability of CITY to dispose of plant effluent, or equipment failure, electrical system failure or power failure.

SECTION 16. INSURANCE.

FRM agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. FRM agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of FRM are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon FRM under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of FRM's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that FRM, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

FRM shall make every reasonable effort to maintain the stability and continuity of FRM's staff assigned to perform the services required under this AGREEMENT. FRM shall notify CITY of any changes in FRM's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to FRM. In the event such notice is given, FRM shall cease immediately all work in progress.

(b) FRM may terminate this AGREEMENT at any time upon thirty- (30) days written notice of termination to CITY.

(c) If either FRM or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either FRM, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either FRM or CITY, all property belonging exclusively to CITY, which is in *FRM's* possession, shall be returned to CITY. *FRM* shall furnish to CITY a final invoice for work performed and expenses incurred by *FRM*, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that *FRM* is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating *FRM* for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the *FRM*.

SECTION 21. EXCUSABLE DELAYS.

FRM shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of *FRM*. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES/PROPOSAL", shall be furnished to *FRM* in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: City of Buellton
Attn:
P.O. Box 1819
107 W. Highway 246
Buellton, CA 93427

To: EEI dba FRM
2385 Precision Drive
Arroyo Grande, CA 93420

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of *FRM* represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind *FRM* to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the *FRM* and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and attached Exhibit "A", the terms and conditions of this AGREEMENT shall control. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by *FRM* shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEY’S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between *FRM* and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

Chuck Ellison, Fluid Resource Management, Inc.

By: _____

By: _____

Title: _____

Title: _____

CITY OF BUELLTON

APPROVED AS TO FORM:

By: _____
Scott Wolf, CITY MANAGER

Greg Murphy, CITY ATTORNEY

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL

[NOTE: Scope of Services and FRM Compensation is set forth in the letter from FRM - dated 03-31-2020, attached hereto and incorporated herein by this reference. Total compensation shall not exceed \$ 6,400 monthly]

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. *FRM* shall provide and maintain insurance, acceptable to the City Manager or City Council, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by *FRM*, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. *FRM* shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the *FRM* and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the *FRM*'s profession.

2. Minimum Limits of Insurance. *FRM* shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 5 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the CITY FINANCE DIRECTOR.

2. General Liability Accident -- Mobile Liability Rates.

(1) CITY and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities *FRM* performs; products and completed operations of *FRM*; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by *FRM*. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) *FRM*'s insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, *FRM*'s insurance.

(3) *FRM*'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by *FRM*.

C. Other Requirements. *FRM* agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that *FRM* furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. *FRM* shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or



March 31, 2020

City of Buellton
Attn: Rose Hess
107 West Highway 246
Buellton CA, 93427

SUBJECT: Interim Operations Oversight Proposal for the City of Buellton

Dear Ms. Hess,

Fluid Resource Management (FRM) is pleased to submit this proposal to provide operations oversight services for the above referenced project. Based on our discussions, we feel qualified to meet the City of Buellton (City) needs as we understand them to be.

FRM's role is to be the Chief Plant Operator (CPO) for the City and as such carries with it certain responsibilities related to the State of California. In our service to the City, it is tantamount that those employees assigned to the City's wastewater treatment plant (WWTP) understand that FRM's instructions, suggestions, schedules of tasks, etc. are to be carried out in a timely and professional manner, and that any subjects related to the operation of the plant are to be discussed with FRM, including adjustments or changes to the various processes. Of additional importance to the success of this interim arrangement is the participation of other Department Heads in recognizing FRM's role as part of the City's team.

During the term of our service. FRM is to be the liaison between the City and Regional Water Quality Control Board in matters relating to the WWTP.

SCOPE OF WORK (INTERIM WASTEWATER OPERATIONS)

- FRM will provide one Wastewater Operator holding a current Grade III license from the California State Water Resources Control Board to serve as CPO on an interim basis until the City can fill the CPO position or until such time that the agreement to provide interim operations is terminated by either party or revised by both parties. This interim CPO and/or any additional relief operations staff provided by FRM is expected to work at the plant part-time Monday through Friday, with on call and weekend shifts as needed based on staffing needs. This position will oversee the existing City's staff of licensed operators at the wastewater treatment plant along with the scope of work outlined below:
- During our onsite visits, FRM will review previous operations readings, meet with the assigned staff member(s) to review the log, previous control lab tests and make adjustments to the operation of the facility if/when necessary to ensure continued efficient operation. FRM will develop an ongoing list of in-house tasks to be accomplished by City staff during each week.
- FRM's operator will physically check the facility and be responsible to personally make or oversee City staff member(s) in operational adjustments to maintain compliance.
- FRM will assign a back-up operator and maintenance staff who can respond in times of emergencies (typically within three hours of notification). In addition, the City of Buellton will be provided with FRM's 24-hour emergency answering service information.
- FRM will verify proper operation of all pumps, motors, blowers, and alarm systems related to the treatment plant. FRM staff will perform operational tasks necessary for efficient operation of the plant, including de-ragging of plant equipment, running the belt press, loading the sludge bin, etc. FRM's responsibility under





this contract includes only the wastewater treatment plant facilities and does not include the City's collection system or the water treatment facility.

- FRM will provide a monthly report to the City's Director of Public Works detailing the previous month's activities and include any recommendations FRM feels would enhance the operation and/or repairs necessary for continued compliance.
- FRM will notify the City's Director of Public Works in writing of any process problems, equipment failures, safety concerns, or anticipated issues which may affect the facility's operation.
- FRM will compile required monthly and annual Self-Monitoring Reports for the WWTP and submit to City of Buellton staff for review, approval, signature, and submittal to RWQCB.
- FRM will respond via telephone/email to any questions as necessary related to plant performance, etc.
- As part of this scope, FRM will implement and train the City's staff on a customized Operations Portal. The Portal will be established allowing for global, electronic access to all pertinent plant documentation, and will include at a minimum the following;
 - Schedule of routine operations, laboratory, maintenance and compliance tasks
 - Data input for recording of all data collected from routine tasks
 - Support request that allows plant staff to submit requests for operations and maintenance support.
 - Request ticket submission and response can be reviewed and approved by Tribal Management.

Interim wastewater operations will be invoiced monthly on an accrued cost basis, in accordance with the attached Schedule of Fees (Exhibit A). Emergency callouts will be billed at the rate of time-and-one-half, with a two-hour minimum regardless of time-of-day. The subscription service for the portal will be invoiced monthly on an accrued basis.

FRM anticipates the CPO will be onsite approximately 12 hours per week. This will vary and be dependent on the condition of the plant, staffing, meetings or any other unforeseen needs.

TO BE PROVIDED BY CLIENT

1. The City shall provide FRM with the current Waste Discharge Requirements (WDR), O&M Manuals, and last three years of Self-Monitoring Reports electronically. Hard copies of these documents also need to be stored onsite.
2. At least one full-time licensed operator with a backup licensed operator, whose job duties include operating and maintaining the plant. This person is to be provided adequate time daily to inspect, clean, adjust, and maintain entire plant and ancillary equipment in accordance with the daily checksheet, SOP's and O&M manuals. This person is to be available to meet onsite with FRM personnel during regular onsite visits at an agreed to schedule. This person(s) must also be available via e-mail and cell phone for immediate correction of problems noted by FRM personnel either by observations made online, or made in field during onsite visits, as well as receive and respond to alarm conditions via email/text messaging.
3. The City shall provide to FRM staff all key/lock combinations necessary to allow FRM staff access to pumps, controls or other related lift station/WWTP equipment.





4. The City shall provide FRM daily operational checksheets, logbooks, Standard Operating Procedures and any other documentation necessary related to proper operation and maintenance of the lift station and WWTP.
5. The City shall provide FRM remote access capability to the SCADA system to the interim CPO and any interim FRM relief operations staff.
6. The City shall provide FRM their current sampling plan and schedule.
7. The City shall provide FRM the packages and staff reports for each upcoming City Council meeting.
8. The City shall provide FRM a list of currently certified individuals in CPR, First Aid, AED and Confined Space Entrant and Attendant training.

ASSUMPTIONS

1. The City shall not offer any job opportunity within the City to any FRM employee for a period of two years from end of service.
2. FRM staff to be onsite 2-3 hours per day, 4-5 days per week.

NOT INCLUDED IN THE FIXED FEE PRICE AND SCOPE OF WORK

ADDITIONAL SAMPLING

Should the City be required by the treatment system manufacturer, regulator, engineer, regulatory requirements, etc., or unforeseen circumstances, to perform additional sampling outside of what is required per the current Waste Discharge Requirements, the cost of the samples and labor to collect and deliver those samples to the ELAP laboratory will be in addition to our fixed fee and billed monthly on an accrued cost basis.

CHEMICALS

FRM's scope of work does not include the cost of chemicals.

COMPLIANCE CHANGES

FRM will work to ensure continued compliance for the City with its current and future regulations and policies. Should the City be required by Federal, State, County or local jurisdictions to comply with new regulatory requirements, FRM will notify the client about the new regulatory requirements in writing, and what if any changes to the operation would be necessary to maintain compliance with the new and/or revised requirement(s). In the event that the City does not respond to FRM within 72 hours, FRM will assume that authorization is thereby granted to FRM to take all steps necessary to comply with the new and/or revised regulatory requirements. It should be noted that compliance with the new and/or revised regulations may result in additional time and materials. Should the City fail to maintain compliance with current or future regulatory requirements by not authorizing FRM to do what is necessary to achieve and maintain continued compliance, FRM reserves the right to terminate this agreement immediately.

Reporting, notifications, assessments, compliance etc. required as a result of extra sampling, effluent violations, samples exceeding the Maximum Contaminant Level (MCL), inspections, or new regulatory requirements will be in addition to our fixed fee and billed monthly on an accrued cost basis.





EMERGENCY RESPONSE

FRM will respond as quickly as practical to emergency conditions when notified by the client directly, and/or by electronic notification methods such as an “auto-dialer” or “SCADA System”. FRM maintains a 24-hour emergency number for this purpose and paid standby personnel who are ready to respond to any emergency. FRM’s response to emergency situations will be billed in accordance with the current Schedule of Fees, with a two-hour minimum regardless of time-of-day.

LABORATORY COSTS

FRM’s scope of work does not include actual testing costs. The City will be billed directly from the ELAP laboratory used to analyze the samples.

PROJECT FEES

FRM will perform the interim wastewater operations and/or emergency call outs for additional service on a time and materials basis in accordance with the attached Schedule of Fees (Exhibit A). Any additional services will be invoiced monthly beginning the following month of service and will include any additional expenses on an accrued cost basis. Emergency call-outs will be billed at the rate of time-and-one-half, with a two-hour minimum regardless of time-of-day.

At the request of the City, additional services to the above Scope of Work will be performed by FRM following the signature of our Revision Authorization Request (change to original contract form) or the initiation of a new contract. Additional services will be invoiced on a time and materials basis using the Schedule of Fees currently in use at FRM.

TERMS AND CONDITIONS

In order to ensure a clear understanding of all matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office which will serve as our notice-to-proceed.

This contract will begin April 6, 2020 and continue on a month-by-month basis until the City retains a CPO. Should either party chose to cancel the contract at any time for any reason, written notice must be issued 30 days in advance, in writing, by the terminating party.

We want to thank you for this opportunity to present our proposal to provide professional services and trust that it adequately presents our approach to your project and exhibits our interest toward its success.

If you have any questions regarding our services, please contact FRM’s Operations Manager, Ms. Carinna Butler, at (805) 597-7100.

Sincerely;

FLUID RESOURCE MANAGEMENT

Chuck Ellison
General Manager
Attachments
Exhibit A – Schedule of Fees
Exhibit B – Terms and Conditions

AGREEMENT AND T&C’S ACCEPTED

Signature

Printed Name



HOURLY RATE	
Director of Operations	\$150
Maintenance Division Manager	\$140
Operations Division Manager	\$140
Senior Operations Consultant/Senior Maintenance Mechanic/Senior SCADA Specialist	\$130
Senior Safety Consultant	\$125
System Supervisor/Lead Operator	\$110
Compliance Specialist/Safety Specialist/Environmental Specialist	\$100
SCADA Technician/Fabricator	\$100
Operator III	\$100
Operator II	\$97
Operator I	\$93
Maintenance Technician	\$90
Operator in Training (OIT)	\$85
Maintenance Assistant	\$75
Administrative Assistant	\$60
Vactor truck and operator (Includes mileage)	\$220
Vacuum truck and operator (Includes mileage)	\$180
Mileage – light truck	\$1.15/mile
Mileage – service/gang/heavy truck	\$1.75/mile

EMERGENCY CALLOUTS (EITHER BY THE CLIENT, ALARM SYSTEM OR SCADA SYSTEM) MAY BE BILLED AT UP TO TWICE THE RATES SHOWN ABOVE WITH A TWO HOUR MINIMUM.

DIRECT EXPENSES

Reimbursement of direct expenses incurred in connection with the project Scope of Work will be invoiced to the client including a handling charge of 20%. Direct expenses include, but are not limited to, the following:

- Sub-consultants/sub-contractors
- City/county/state fees
- Copies/outside reproduction
- Travel expenses
- Materials
- Equipment rental
- Postage/delivery service
- Data and communication charges

INVOICING AND LATE CHARGES

Invoices will be submitted monthly on an accrued cost basis in accordance with the current Schedule of Fees. Invoices are due and payable within 30 days of the invoice date. A finance charge of 1.5% per month (18% per annum) will be added to the unpaid past due balance plus any costs to collect.

FEE REVISIONS

This Schedule of Fees will remain in effect through 2020.

1. Certificates of insurance will be issued when requested of Contractor.
2. The contract, plans and specifications are intended to supplement each other. In case of conflict, however, the specifications shall control the plans, and the provisions of this contract shall control both.
3. The Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or the Owner's agent, employee or independent Contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of the Contractor.
4. Should the Contractor fail to make any payments required under this paragraph, Owner may make such payments on behalf of Contractor, and Contractor shall on demand reimburse Owner for the amount actually paid, but Owner shall not by means of assignment or otherwise be entitled to collect any greater amount from Contractor than the amount actually paid for labor or material under this paragraph.
5. Taxes, assessments and permits are the Owner's responsibility.
6. Survey, staking and locations of existing utilities shall be provided by Owner.
7. Should the Owner, construction lender, architect or engineer, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.
8. Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the contract price caused by such Contract Change Order shall be as agreed in writing, or if the parties are not in agreement as to the change in contract price, then the Contractor's actual cost for all labor, equipment, subcontracts and materials, plus a Contractor's fee of 20% shall be the change in contract price.
9. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.
10. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If Owner fails to so record notice of completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a notice of completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.
11. Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be in a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed or trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid for by Owner. Contractor shall carry Workmen's compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and persons on the job site at Owner's invitation.
12. Contractor shall have the right to stop work immediately if any payment shall not be made timely to Contractor under this agreement, Contractor may keep the job idle until all payments due are received. Furthermore, the Contractor may at his option terminate the contract and the Owner shall be liable to the Contractor for breach of contract.
13. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
14. Upon completion of the work, Contractor will remove debris and surplus material created by his operation from the Owner's property, and leave it in a neat and clean condition.
15. Neither party may assign this contract without written consent of the other party.
16. In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation or in a separate suit, shall award reasonable costs, expenses and attorneys fees to the prevailing party. The courts shall not be bound by any court fee schedule, and may in the interest of justice, award the full amount of costs, expenses and attorneys fees incurred in good faith. The Contract shall be governed by the law of the State of California. All claims or disputes between the Contractor and the Owner, or with any other entity, arising out of, or relating to, the Contract Documents or the breach thereof shall be adjudicated in the Superior Court of the County of San Luis Obispo, California.
17. Contractor reserves right to engage subcontractors for any portion of the contracted work.
18. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all of the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
19. The Contractor shall indemnify and save harmless Owner, including its officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Contractor, and its officers, employees, agents or sub consultants arising out of or in connection with Contractor operations to be performed under this agreement.
20. The Owner shall indemnify and save harmless Contractor, including its officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Owner, and its officers, employees, affiliates, parent and subsidiaries arising out of or in connection with operations to be performed under this agreement, including the failure to use equipment in a manner as recommended or advised by Contractor as such failure will void any and all warranties from Contractor to the Owner, as well as the preparation or dissemination of instruction manuals or standard operating procedures.
21. Invoices will be submitted monthly on accrued cost basis in accordance with the then current schedule of fees. Invoices are due and payable within 30 days of the invoice date. A finance charge of 1.5% per month (18% per annum) will be added to the unpaid past due balance.

Client's Signature _____

Date _____

appointed officers, officials, employees and volunteers or the *FRM* shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit *FRMs* liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.