

**MIDWAY CITY SANITARY DISTRICT  
REGULAR MEETING  
BOARD OF DIRECTORS  
DISTRICT OFFICE  
14451 CEDARWOOD STREET  
WESTMINSTER, CA 92683**

**Tuesday, March 19, 2024  
5:30 P.M.**

**AGENDA**

**OUR MISSION STATEMENT**

**THE BOARD OF DIRECTORS AND EMPLOYEES OF THE MIDWAY CITY SANITARY DISTRICT WORK DILIGENTLY TO PROVIDE SEWER AND SOLID WASTE SERVICES TO THE RESIDENTS OF THE DISTRICT. OUR TOP PRIORITY IS TO ACCOMPLISH THIS IN AN ETHICAL, EFFICIENT, AND COST-EFFECTIVE MANNER THAT WILL PROTECT THE HEALTH AND SAFETY OF THOSE WE SERVE.**

In accordance with the requirements of California Government Code Section 54954.2, this Agenda is posted not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2, or as set forth on a Supplemental Agenda posted not less than 72 hours prior to the meeting.

Please Note: The District complies with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact the District's Secretary at (714) 893-3553, at least one business day prior to the meeting so that we may accommodate you.

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND INVOCATION**
- 2. ROLL CALL AND DECLARATION OF QUORUM**
- 3. PUBLIC COMMENTS**

All persons wishing to address the Board on specific Agenda items or matters of general interest should do so at this time. As determined by the President, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three (3) minutes.

- 4. APPROVAL OF THE MINUTES**
  - A. Approval of the Minutes of the Regular Meeting on March 5, 2024
  - B. Approval of the Minutes of the Special Meeting on March 7, 2024

## **5. REPORTS**

The President, General Manager, Legal Counsel, and other staff present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

- A. Report of President
- B. Report of General Manager
- C. Report of Director of Services & Program Development
- D. Report of Outreach Committee Meeting on March 6, 2024
- E. Report of Radio Outreach Radio Bolsa on March 8, 2024
- F. Report of Radio Outreach VNCR on March 8, 2024
- G. Report of Calendar Committee Meeting on March 11, 2024

## **6. CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and will be acted upon at the same time unless separate discussion and/or action is requested by a Board Member, the public, or staff.

- A. Receive and File the Register of Demands in the Amount of \$376,869.54
- B. Approve and File the Treasurer's Investment Report for February 2024
- C. Approve the March 6, 2024 Outreach Committee Recommendations
- D. Approve the March 11, 2024 Calendar Committee Recommendations
- E. Recognition and Approval of a 10-Year Safe Driving Award for Solid Waste Driver, Sergio Gonzalez, in the Amount of \$300.00
- F. Receive and File the Engineer Report for February 2024

## **7. OLD BUSINESS**

None

## **8. NEW BUSINESS**

- A. Consider Approval of a Proposal to Amend the Existing Professional Services Agreement with AKM Consulting Engineering for the Sewer System Master Plan Project to Include Additional Services at an Additional Cost Not to Exceed \$199,596 and Authorizing the General Manager to Enter into and Execute an Amendment to the Existing Agreement
- B. Consider Consulting Services with Procure America, Inc. for Business Intelligence Services
- C. CONSIDERATION OF RESOLUTION NO. 2024-06 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY NOMINATING ROBERT HOUSLEY AS A CANDIDATE FOR APPOINTMENT TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

**D. RESOLUTION NO. 2024-07**

A Resolution of the Board of Directors of the Midway City Sanitary District of Orange County, California, Ratifying and Implementing Changes to the Compensation of the General Manager

**9. INFORMATIONAL ITEMS**

None

**10. BOARD CONCERNS AND COMMENTS**

**11. GM/STAFF CONCERNS AND COMMENTS**

**12. GENERAL COUNSEL CONCERNS AND COMMENTS**

**13. CLOSED SESSION ITEMS**

None

**CLOSED SESSION:** During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

**14. ADJOURNMENT TO TUESDAY, APRIL 2, 2024**

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE MIDWAY CITY  
SANITARY DISTRICT OF ORANGE COUNTY  
14451 CEDARWOOD STREET  
WESTMINSTER, CA 92683**

**March 5, 2024**

**CALL TO ORDER:**

President M. Nguyen called the regular meeting of the Governing Board of the Midway City Sanitary District to order at 14451 Cedarwood Street, Westminster, California on Tuesday, March 5, 2024 at 5:35 P.M.

**BOARD MEMBERS PRESENT:**

Mark Nguyen  
Tyler Diep (arrived @ 5:40 P.M.)  
Chi Charlie Nguyen (arrived @ 5:36 P.M.)  
Andrew Nguyen  
Sergio Contreras

**STAFF MEMBERS PRESENT:**

Robert Housley, General Manager  
Ashley Davies, Director of Servs. & Program Development  
Cynthia Olsder, Executive/Board Secretary

**OTHERS PRESENT:**

James H. Eggart, General Counsel Woodruff & Smart  
Julie Barreda, CR&R Inc.  
Gabriel Angulo, CR&R Inc.

**PLEDGE OF ALLEGIANCE AND INVOCATION:**

President M. Nguyen led the Pledge of Allegiance. Director S. Contreras gave the Invocation.

Director C. Nguyen arrived at 5:36 P.M.

**PUBLIC COMMENTS:**

None

**APPROVAL OF THE MINUTES OF THE SPECIAL MEETING ON FEBRUARY 16, 2024, AND  
THE MINUTES OF THE REGULAR MEETING ON FEBRUARY 20, 2024:**

A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to approve the minutes of the Special Meeting on February 16, 2024, and of the Regular Meeting on February 20, 2024. The motion was approved by the following 4-0 vote:

AYES: A. Nguyen, M. Nguyen, C. Nguyen, S. Contreras

NAYS:

ABSTAIN:

ABSENT: T. Diep

## **REPORTS:**

### **Report of President**

None

### **Report of General Manager**

GM R. Housley provided updates on current affairs and planned activities at the District. He stated that the District has begun the process of recruiting a candidate to serve as the Director of Finance and Human Resources. Furthermore, he disclosed that he intends to apply for the role of SDRMA Board Member.

### **Director of Services & Program Development**

Director of Services & Program Development A. Davies provided an update on all planned outreach-related activities. She reported that the Compost event is scheduled for Saturday, July 20, 2024, and the 85<sup>th</sup> Anniversary event is scheduled for Saturday, September 14, 2024

Director T. Diep arrived at 5:40 P.M.

### **Report of CR&R 4<sup>th</sup> Quarter & Annual Report**

Sr. Regional VP J. Barrera gave a presentation on recycling and program updates. According to the findings of a recent one-week audit of the black trash carts, she reported, 53.3% of the contents were trash, 13.89% were recyclables, and 32.81% were organic waste. She also reported that CR&R is currently working on mailing out educational SB1383 flyers throughout their service area, and they will keep working closely with the District to educate the people of Westminster and Midway City of the SB 1383 regulations.

### **Report of OC San Board of Directors Meeting on February 28, 2024**

Director A. Nguyen provided sewer construction updates in Orange County and announced that OC San will be having an Open House celebrating their 70<sup>th</sup> Anniversary on Saturday, June 8, 2024.

### **Report of District Employee Luncheon on February 28, 2024**

Director T. Diep, Director A. Nguyen, and Director C. Nguyen attended the luncheon to recognize some staff for their outstanding customer service.

### **Report of Westminster City Council Meeting on February 28, 2024**

President M. Nguyen attended the meeting to accept the certificate of recognition on behalf of the District for sponsoring the Tet Parade.

### **Report of the Clean-up Event at Liberty Park on March 2, 2024**

President M. Nguyen, Director C. Nguyen, Director A. Nguyen, and Director S. Contreras attended the clean-up and reported that despite the heavy downpour, it was another successful event.

## **CONSENT CALENDAR:**

- A. Receive and File the Register of Demands in the Amount of \$329,681.48
- B. Approve the Statement of Work for Audit Services, the Agreed-upon Procedures, and Compilation & Preparation Between the Midway City Sanitary District and CliftonLarsonAllen, LLP to Perform the Independent Audit for Fiscal Year 2023-2024

- C. Approve Fiscal Year 2023-2024 Budget Adjustment No.1
- D. Receive and File the California Employer’s Pension Prefunding Trust (CEPPT) Account Update Summary as of December 31, 2023
- E. Receive and File the California Employer’s Retiree Benefit (CERBT) Account Update Summary as of December 31, 2023
- F. Approve General Manager, Robert Housley’s, Vacation Request for June 19, 2024 through June 28, 2024 for a total of Eight (8) Days and Approve Acting Pay for Director of Operations & Safety, Nick Castro for Eight (8) Days
- G. Approve General Manager, Robert Housley’s, Time off Request for February 19, 2024 through February 23, 2024 for a total of Five (5) days and Approve Acting Pay for Director of Services & Program Development, Ashley Davies for Five (5) Days

A motion was made by Director T. Diep, seconded by Director A. Nguyen, to approve the Consent Calendar. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen, T. Diep  
 NAYS:  
 ABSTAIN:  
 ABSENT:

**OLD BUSINESS:**

None

**NEW BUSINESS:**

- A. Approval of Side Letter Agreement (“Agreement”) with American Federation of State, County and Municipal Employees, AFL-CIO Local 1734-01 (“Union”)

A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to approve the side letter Agreement (“Agreement”) with American Federation of State, County and Municipal Employees, AFL-CIO Local 1734-01 (“Union”). The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen, T. Diep  
 NAYS:  
 ABSTAIN:  
 ABSENT:

- B. A RESOLUTION No. 2024-04 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (PERS ALL EMPLOYEES)

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to adopt Resolution No. 2024-04 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

**C. A RESOLUTION No. 2024-05 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (NON-PERS BOARD OF DIRECTORS)**

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director T. Diep, seconded by Director S. Contreras, to adopt Resolution No. 2024-05 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

**INFORMATIONAL ITEMS:**

Receive and File.

**BOARD CONCERNS AND COMMENTS:**

The Directors thanked Staff.

Director A. Nguyen expressed gratitude to the Staff and Directors for attending his brother's service.

**GM/STAFF CONCERNS AND COMMENT:**

None

**GENERAL COUNSEL CONCERNS AND COMMENTS:**

None

General Counsel, J. Eggart convened the meeting to closed session at 6:12 P.M. for consideration of the following two matters identified on Agenda pursuant to applicable law.

**CLOSED SESSION:**

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))  
Title: General Manager
- B. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)  
Title: Agency Designated Representatives: Sergio Contreras, Andrew Nguyen, and James Eggart  
Unrepresented Employee: Robert Housley

President M. Nguyen reconvened the open session portion of the meeting at 7:07 P.M.

General Counsel J. Eggart reported that the Board had met in closed session as identified on Agenda Item 13A and Item 13B, and that no reportable action had been taken.

**OPEN SESSION ITEM AFTER CLOSED SESSION:**

- A. Discuss and Consider Approval of Award of Performance Bonus and/or Increase to General Manager Salary or Compensation Pursuant to General Manager Employment Agreement and Direction to General Counsel to Prepare Ratifying Resolution

A motion was made by President M. Nguyen, seconded by Director A. Nguyen, that in recognition of the General Manager’s exceptional job performance during the performance period under review, (1) effective March 8, 2024, the General Manager’s current annual base salary shall be increased to \$210,000; and (2) the District’s General Counsel is directed to prepare a resolution ratifying this minute action for Board of Director approval at the regular meeting of the Board on March 19, 2024. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen, T. Diep  
NAYS:  
ABSTAIN:  
ABSENT:

**ADJOURNMENT:**

President M. Nguyen adjourned the meeting at 7:14 P.M. to the next Board Meeting to be held at the District on Tuesday, March 19, 2024, at 5:30 P.M.

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Andrew Nguyen, Secretary



**MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF THE MIDWAY CITY  
SANITARY DISTRICT OF ORANGE COUNTY  
14451 CEDARWOOD STREET  
WESTMINSTER, CA 92683**

**March 7, 2024**

**CALL TO ORDER:**

President M. Nguyen called the special meeting of the Governing Board of the Midway City Sanitary District to order at 14451 Cedarwood Street, Westminster, California on Thursday, March 7, 2024 at 5:34 PM.

**BOARD MEMBERS PRESENT:**

Mark Nguyen  
Chi Charlie Nguyen  
Andrew Nguyen  
Sergio Contreras  
Tyler Diep

**STAFF MEMBERS PRESENT:**

Robert Housley, General Manager  
Ashley Davies, Director of Servs. & Program Development  
Cynthia Olsder, Executive/Board Secretary

**OTHERS PRESENT:**

James H. Eggart, General Counsel Woodruff & Smart

**PLEDGE OF ALLEGIANCE AND INVOCATION:**

Director C. Nguyen led the Pledge of Allegiance. Director T. Diep gave the Invocation.

**PUBLIC COMMENTS:**

None

**NEW BUSINESS:**

A. Strategic Planning Workshops

GM, R. Housley discussed the District's strategic plans. He provided an outline of a few of his planned projects for the District. No action was taken.

**BOARD CONCERNS AND COMMENTS:**

Director C. Nguyen requested greater public awareness, particularly in the area of education. Furthermore, he requested that the Staff make clear the kind of garbage service the District is providing to its customers and ensure that it is not mistaken for Westminster's trash service.

Director T. Diep requested that the Staff look into whether working with Westminster's code enforcement will help the district or if it will make things worse.

Director S. Contreras requested that Staff look into and report on the District's real estate expansion plans. In addition, he requested Staff to address the timeline for strategic planning.

**GM/STAFF CONCERNS AND COMMENT:**

None

**GENERAL COUNSEL CONCERNS AND COMMENTS:**

None

**ADJOURNMENT:**

President M. Nguyen adjourned the meeting at 6:16 P.M.

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Andrew Nguyen, Secretary

AGENDA ITEM #6A

Date: March 19, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Mariana Sanchez, Accountant

Subject: Receive and File the Register of Demands in the Amount of \$376,869.54

**BACKGROUND**

The laws of the State of California governing Special Districts provide that the Midway City Sanitary District Board of Directors shall review for approval all payments made by the District.

A Register of Demands is provided at each regular Midway City Sanitary District Board Meeting describing each payment made or to be made by the district during the specified period. The report is designed to communicate fiscal activity based on adopted and approved budget appropriations.

The Treasurer has duly reviewed the demands on the attached register.

**FISCAL IMPACT**

The total value of demand for this period is \$376,869.54. This includes expenses, payroll, and payroll-related disbursements.

Sufficient funds are available to process all payments.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors review and file the attached Register of Demands.

**ATTACHMENTS:**

1. Disbursement Details for March 19, 2024

Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and Transfer(s) Report

Prepared for Board Meeting held on March 19, 2024

Type	Num	Date	Name	Memo	Paid Amount
<b>Check</b>	<b>15436</b>	<b>03/01/2024</b>	<b>Akeso Occupational Health</b>	<b>PO# 14723</b>	
Bill	EM002214	02/05/2024		Physical - DOT Gonzalez, Sergio	95.00
					95.00
<b>Check</b>	<b>15437</b>	<b>03/01/2024</b>	<b>AT&amp;T (Brookhurst Lift Station)</b>	<b>Acct # 714 531-0272 115 1</b>	
Bill	7145310272 02/24	02/13/2024		Brookhurst Feb-2024	534.84
					534.84
<b>Check</b>	<b>15438</b>	<b>03/01/2024</b>	<b>Ayala's Car Wash</b>		
Bill	1573	02/21/2024		Fleet Wash (8) 02/21/2024	320.00
Bill	1575	02/22/2024		Fleet Wash (3) 02/22/24	90.00
				Fleet Wash (1) 02/22/24	30.00
				Fleet Wash (3) 02/22/24	90.00
				Fleet Wash (3) 02/22/24	90.00
Bill	1578	02/26/2024		Fleet wash (5) 2/26/24	200.00
Bill	1579	02/27/2024		Fleet wash (2) 2/27/24	80.00
				Fleet wash (3) 2/27/24	120.00
					1,020.00
<b>Check</b>	<b>15439</b>	<b>03/01/2024</b>	<b>Bodyworks Equip. Inc.</b>		
Bill	46407	02/15/2024		Pivot Pin (2), Rocker Switch (20)	641.41
Bill	46427	02/19/2024		Replacement Hydraulic Pump for NG-3	2,588.28
Bill	46477	02/21/2024		Diagnose manifold issue on NG-3	750.00
					3,979.69
<b>Check</b>	<b>15440</b>	<b>03/01/2024</b>	<b>Cameron Welding Supply</b>		
Bill	1613356-00	01/31/2024		Cutting Attachment Repair	90.00
Bill	1617996-00	02/21/2024		Propane, Liquefied (1)	47.46
Bill	1617200-00	02/21/2024		4 1/2 x 045 x 5/8-11 Cut Off Wheel (10)	53.09
Bill	1618683-00	02/26/2024		Compressed CO2 (1), Revco MIG Glove (1)	82.25
					272.80
<b>Check</b>	<b>15441</b>	<b>03/01/2024</b>	<b>City of Westminster Hydrant</b>	<b>Acct #013-0012-00 Customer #045973</b>	
Bill	87523 02/13/24	02/13/2024		Hydrant Water Service Feb-2024	84.94
					84.94
<b>Check</b>	<b>15442</b>	<b>03/01/2024</b>	<b>County of Orange/ Healthcare</b>	<b>Account # AR1327358</b>	
Bill	IN2650919	02/23/2024		CUPA - State Surcharge Charge Base Fee (07/01/23 - 06/30/24) (FY 2023-2024 New Oversight Surchar...	10.00
					10.00
<b>Check</b>	<b>15443</b>	<b>03/01/2024</b>	<b>CRC Cloud</b>		
Bill	2102866	02/12/2024		Surveillance Camera Access Setup for Nick	424.00
Bill	2102867	02/12/2024		Surveillance Camera Access for Shannon	549.06
Bill	2102868	02/12/2024		Dual Monitor Stands for Nick, Milo, Robert, Leanne, Mariana, Ashley and Finance Office	2,955.21
Bill	2102869	02/12/2024		New AutoCAD Workstation for Milo	2,325.98
Bill	2102870	02/12/2024		Black and White Laser Printer for Leanne, Mariana, Milo, Randy	2,139.90
Bill	2102871	02/12/2024		Color Printer for Ashley	679.61
Bill	2102872	02/12/2024		Phone headset and USV Memory Card Reader for Ashley	216.41
Bill	2102873	02/12/2024		Microsoft Email Multi-Factor Authentication	400.00
					9,690.17
<b>Check</b>	<b>15444</b>	<b>03/01/2024</b>	<b>Daniels Tire Service</b>		
Bill	200497457	02/21/2024		Recap Tires (2)	490.43
Bill	200498042	02/27/2024		Recap Tires (13)	3,082.78
					3,573.21
<b>Check</b>	<b>15445</b>	<b>03/01/2024</b>	<b>Driveshaftpro</b>		
Bill	638568	02/12/2024		Rebuilt drive shaft for solid waste trucks	166.59
Bill	638765	02/27/2024		Rebuilt drive line for NG-3	156.94
					323.53
<b>Check</b>	<b>15446</b>	<b>03/01/2024</b>	<b>Frontier Communications</b>	<b>Acct # 209-188-5155-071808-5</b>	
Bill	MCS D 02/19/2024	02/19/2024		(714)903-1863 Willow Feb - 2024	175.80
				(714)903-6154 Westminster Feb - 2024	175.64

Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and Transfer(s) Report

Prepared for Board Meeting held on March 19, 2024

Type	Num	Date	Name	Memo	Paid Amount
				(714)903-6274 Hammon Feb - 2024	175.64
				(714)897-5136 District Offices Feb - 2024	102.52
					629.60
<b>Check</b>	<b>15447</b>	<b>03/01/2024</b>	<b>HB Staffing/Cathyjon Enterprises, Inc.</b>		
Bill	4335234	02/08/2024		Administrative Assistant 01/30/24 - 02/01/24	716.63
Bill	4339070	02/15/2024		Administrative Assistant 02/06/24 - 02/08/24	716.63
					1,433.26
<b>Check</b>	<b>15448</b>	<b>03/01/2024</b>	<b>Hillco Fastener Warehouse Inc.</b>	<b>Order No. 01379591</b>	
Bill	5373827	02/16/2024		7" Black Nylon Wire Tie (200)	18.32
					18.32
<b>Check</b>	<b>15449</b>	<b>03/01/2024</b>	<b>Hydraulic Solutions And Supplies</b>		
Bill	126613	02/21/2024		Heil Hydraulic Pump Repair (2)	5,791.24
Bill	126612	02/21/2024		Heil In&Out Cylinder RB Exchange (2), Heil Up&Down Cylinder TB Exchange (3), Heil Dump Cylinder ...	4,509.42
					10,300.66
<b>Check</b>	<b>15450</b>	<b>03/01/2024</b>	<b>Me Viet Nam Productions</b>	<b>FEBRUARY-2024</b>	
Bill	Feb-00 Feb	02/27/2024		Talk Show 15 minute (7) 2/17/24 - 2/25/24	2,000.00
					2,000.00
<b>Check</b>	<b>15451</b>	<b>03/01/2024</b>	<b>Merchants Building Maintenance, LLC</b>	<b>Cust # 33114</b>	
Bill	784486	02/08/2024		Janitorial Services February - 2024	853.21
					853.21
<b>Check</b>	<b>15452</b>	<b>03/01/2024</b>	<b>Odyssey Power Corporation</b>		
Bill	133112	02/05/2024		Generator Repair 10/24/2023	1,333.49
Bill	134786	02/05/2024		Generator Repair 01/16/24	2,011.84
					3,345.33
<b>Check</b>	<b>15453</b>	<b>03/01/2024</b>	<b>Plumbers Depot Inc.</b>	<b>SO No. 51618 PO No. Midway 19</b>	
Bill	PD-55599	02/22/2024		Screen, Y Strainer (4)	478.07
					478.07
<b>Check</b>	<b>15454</b>	<b>03/01/2024</b>	<b>Pre-Paid Legal Services, Inc.</b>	<b>Group #155124</b>	
Bill	155124 022524	02/25/2024		Prepaid Legal Jan-2023	33.90
					33.90
<b>Check</b>	<b>15455</b>	<b>03/01/2024</b>	<b>Pro-Vision, Inc.</b>	<b>Acct # 1992434</b>	
Bill	INV2124603	02/22/2024		AHD Waterproof Night Vision Standard Camera Kit (2), AHD Heavy Duty Camera Bracket (2)	603.44
					603.44
<b>Check</b>	<b>15456</b>	<b>03/01/2024</b>	<b>Radio Bolsa Corp.</b>	<b>BS 2023 2027d</b>	
Bill	4256	02/01/2024		Radio talkshows (6) 20Min Recorded 01/01/24-01/31/24	2,000.00
					2,000.00
<b>Check</b>	<b>15457</b>	<b>03/01/2024</b>	<b>SCI Consulting Group</b>	<b>Sewer &amp; Trash Fee Levy Admin FY 2023-22</b>	
Bill	SBS11081	01/31/2024		Sewer & Trash Fee Levy Admin/Services FY 2023-24	3,688.00
				Sewer & Trash Fee Levy Admin/Services FY 2023-24	3,688.00
				Client Reimbursable - property owner refunds and auditor fees	81.82
				Client Reimbursable - property owner refunds and auditor fees	81.82
					7,539.64
<b>Check</b>	<b>15458</b>	<b>03/01/2024</b>	<b>Snap-On Tools</b>	<b>PO # 35032</b>	
Bill	02212486878	02/21/2024		New Wrench Set and tools for shop use	729.17
					729.17
<b>Check</b>	<b>15459</b>	<b>03/01/2024</b>	<b>SoCal Auto &amp; Truck Parts, Inc.</b>		
Bill	602839	02/13/2024		Grinder (2), Bake Parts Cleaner (36)	508.39
Bill	602914	02/14/2024	SoCal Auto & Truck Parts, Inc.	PO# 35026	0.00
Bill	603086	02/16/2024		Motor Oil 5Qt 5W20 (6)	225.16

Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and Transfer(s) Report

Prepared for Board Meeting held on March 19, 2024

Type	Num	Date	Name	Memo	Paid Amount
Bill	603809	02/26/2024		14Loom (200), 12Loom (100)	137.04
					870.59
<b>Check</b>	<b>15460</b>	<b>03/01/2024</b>	<b>Southern California Edison</b>	<b>Acct # 700472251517</b>	
Bill	700472251517 022024	02/20/2024		Willow Feb-2024	368.32
				Brookhurst Feb-2024	196.77
				Hammon Feb-2024	1,080.27
				Westminster Feb-2024	2,009.78
				Cedarwood Feb-2024	6,843.28
					10,498.42
<b>Check</b>	<b>15461</b>	<b>03/01/2024</b>	<b>Spectrum Enterprise (Time Warner Cable)</b>		
Bill	0973949020924	02/09/2024		Feb-2024	1,349.00
Bill	0973956022024	02/20/2024		Feb-2024	206.39
					1,555.39
<b>Check</b>	<b>15462</b>	<b>03/01/2024</b>	<b>Standard Insurance Company Life</b>	<b>Policy # 00 141873 0003</b>	
Bill	001417830003 03/2024	03/01/2024		Mar - 2024	515.04
				Mar - 2024	193.52
				Mar - 2024	238.96
				Mar - 2024	424.40
				Mar - 2024	96.00
					1,467.92
<b>Check</b>	<b>15463</b>	<b>03/01/2024</b>	<b>TEC Of California, Inc.</b>		
Bill	1431952L	02/14/2024		Tie Rod En (4)	294.24
Bill	1431997L	02/15/2024		Tie Rod En (1), Discpad AD (6)	934.05
Bill	1432938L	02/22/2024		Filter (1), Lube Filter (3), Fule Fil.ter (2), Air Filter (1), Breather (6), Replacement (4), Se...	2,076.56
Bill	1433210L	02/26/2024		Air dryer (1), Latch (1)	241.74
Bill	1433209L	02/26/2024		Air dryer (1), Latch (3)	361.25
Bill	5028736XS	02/28/2024		Tank Inspection on NG-3	504.00
Bill	5028737XS	02/28/2024		Tank Inspection on NG-5	300.00
					4,711.84
<b>Check</b>	<b>15464</b>	<b>03/01/2024</b>	<b>UniFirst Corporation</b>		
Bill	2190129909	02/16/2024		February - 2024	193.03
Bill	2190129912	02/16/2024		February - 2024	73.58
Bill	2190129915	02/16/2024		February - 2024	66.30
Bill	2190129916	02/16/2024		February - 2024	15.45
Bill	2190133606	02/23/2024		February - 2024	185.26
Bill	2190133607	02/23/2024		February - 2024	73.58
Bill	2190133608	02/23/2024		February - 2024	66.30
Bill	2190133609	02/23/2024		February - 2024	15.45
					688.95
<b>Check</b>	<b>15465</b>	<b>03/01/2024</b>	<b>Spectrum Reach</b>	<b>Client ID 900102120</b>	
Bill	Media Campaign	02/28/2024		SB 1383 Online Media Campaign Prepayment	8,000.00
					8,000.00
<b>Check</b>	<b>15466</b>	<b>03/01/2024</b>	<b>CRC Cloud</b>		
Bill	2102790	12/11/2023		Oversight of the CAT6 cabling installation at new MCSD building	1,500.00
Bill	2102855	01/25/2024		Labor Services for Relocation on January 19th	7,875.00
Bill	2102860	01/25/2024		Essential Items Needed for Relocation on January 19th	4,110.75
Bill	2102856	01/25/2024		New Computer System for Cynthia	2,369.69
Bill	2102854	01/25/2024		New Printer for Robert	525.19
Bill	2102857	01/25/2024		New Computer System for Robert	2,369.69
Bill	2102858	01/25/2024		Webcam, speakers and computer monitor for Finance	381.24
Bill	2102859	01/25/2024		Wireless keyboard/mouse for Mariana	69.60
Bill	2102863	01/29/2024		Network Switch Expansion	2,143.24
Bill	2102864	01/29/2024		New Computer for Nick	1,333.13
Bill	2102839	02/01/2024		Maintenance & Support Feb-2024	2,404.00
					25,081.53
<b>Check</b>	<b>15467</b>	<b>03/01/2024</b>	<b>HB Staffing/Cathyjon Enterprises, Inc.</b>	<b>Client# 341347</b>	
Bill	4342832	02/22/2024		Administrative Assistant 02/13/24 - 02/15/24	477.75
					477.75
<b>Check</b>	<b>15468</b>	<b>03/01/2024</b>	<b>PeopleSpace</b>		

Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and Transfer(s) Report

Prepared for Board Meeting held on March 19, 2024

Type	Num	Date	Name	Memo	Paid Amount
Bill	INV85118	01/29/2024		50% Due after install	12,331.07
Bill	INV85980	02/27/2024		50% Due after install	7,508.01
					19,839.08
<b>Check</b>	<b>15469</b>	<b>03/01/2024</b>	<b>Viet Link Radio</b>	<b>02/15/24 - 02/26/24</b>	
Bill	February-2024	02/27/2024		Radio outreach (8) 02/15/24 - 02/26/24	2,000.00
					2,000.00
<b>Check</b>	<b>15470</b>	<b>03/07/2024</b>	<b>Agility Fuel Solutions</b>	<b>Cust # 11337 Order # 298136</b>	
Bill	CD137225	02/19/2024		Subassembly, Guage 0-200 psi (1)	370.98
					370.98
<b>Check</b>	<b>15471</b>	<b>03/07/2024</b>	<b>City of Westminster-Water Billing</b>		
Bill	8456005 021524	02/27/2024		Hammon Lift Station 12/18/23 - 02/15/24	18.34
Bill	8451607 0224	02/27/2024		Westminster Lift Station 12/13/23 - 02/14/24	19.07
					37.41
<b>Check</b>	<b>15472</b>	<b>03/07/2024</b>	<b>CRC Cloud</b>		
Bill	2102902	02/26/2024		5-Year Domain Renewal for mcsandst.com through 03/15/2029	90.00
Bill	2102886	03/01/2024		Maintenance & Support Mar-2024	2,458.00
					2,548.00
<b>Check</b>	<b>15473</b>	<b>03/07/2024</b>	<b>Cynthia Loan Olsder</b>	<b>Board Meeting Meal - 03/05/24</b>	
Bill	Expense Reimbursemen	03/06/2024		Board Meeting Meal - 03/05/24	87.00
					87.00
<b>Check</b>	<b>15474</b>	<b>03/07/2024</b>	<b>Dntech</b>	<b>Sigler Park Cleanup Mailer</b>	
Bill	18584	03/04/2024		Sigler Park Cleanup Mailer (4521)	2,496.33
					2,496.33
<b>Check</b>	<b>15475</b>	<b>03/07/2024</b>	<b>HB Staffing/Cathyjon Enterprises, Inc.</b>	<b>Client# 341347</b>	
Bill	4346577	02/29/2024		Administrative Assistant 02/20/24 - 02/22/24	716.63
					716.63
<b>Check</b>	<b>15476</b>	<b>03/07/2024</b>	<b>Merchants Building Maintenance, LLC</b>		
Bill	788439	02/26/2024		Deep cleaning of new locker rooms - 2/26/24	365.00
Bill	788988	03/01/2024		Janitorial Services March - 2024	853.21
					1,218.21
<b>Check</b>	<b>15477</b>	<b>03/07/2024</b>	<b>SDRMA - Employee Benefits</b>	<b>Member # 7732</b>	
Bill	H44563	04/01/2024		Apr - 2024	614.09
				Apr - 2024	1,395.25
				Apr - 2024	813.70
				Apr - 2024	527.36
				Apr - 2024	453.41
				Apr - 2024	113.93
				Apr - 2024	219.30
				Apr - 2024	97.42
				Apr - 2024	98.48
				Apr - 2024	48.71
					4,381.65
<b>Check</b>	<b>15478</b>	<b>03/07/2024</b>	<b>TEC Of California, Inc.</b>		
Bill	5028754XS	02/29/2024		Tank Inspection on NG-8	504.00
Bill	5028755XS	02/29/2024		Tank Inspection on NG-7	300.00
Bill	5028756XS	02/29/2024		Tank Inspection on NG-6	300.00
Bill	5028772XS	02/29/2024		Tank Inspection on NG-10	504.00
Bill	5028773XS	02/29/2024		Tank Inspection on NG-12	300.00
					1,908.00
<b>Check</b>	<b>15479</b>	<b>03/07/2024</b>	<b>Underground Service Alert</b>		
Bill	120240434	02/01/2024		Underground Dig Alerts Januar-2024 (2)	13.50
Bill	220240441	03/01/2024		Underground Dig Alerts February-2024 (7)	20.50
					34.00
<b>Check Total</b>					<b>\$138,538.46</b>
<b>ACH Payment</b>		<b>03/01/2024</b>		<b>Funds Transfer 457(b) OBRA-PST</b>	
				Funds Transfer 457(b) OBRA-PST	846.00

Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and Transfer(s) Report

Prepared for Board Meeting held on March 19, 2024

Type	Num	Date	Name	Memo	Paid Amount
					846.00
<b>ACH Payment</b>	<b>1002588362</b>	<b>03/01/2024</b>	<b>CalPERS - Health Benefits</b>	<b>6882866561</b>	
Bill	17457964	03/01/2024		2024_03	9,527.02
				2024_03	25,747.84
				2024_03	15,835.40
				2024_03	5,997.76
				2024_03	3,000.44
				2024_03	7,478.21
				2024_03	7,068.37
				2024_03	448.15
					75,103.19
<b>ACH Payment</b>	<b>1002588373</b>	<b>03/01/2024</b>	<b>CalPERS - Health Benefits</b>	<b>6882866561</b>	
Bill	17457966	03/01/2024		2024_03	7,035.87
					7,035.87
<b>ACH Payment</b>	<b>0610809</b>	<b>03/01/2024</b>	<b>SoCalGas</b>	<b>Acct # 021-760-4610 6</b>	
Bill	02176046106 0124	01/31/2024		CNG Station Jan-2024 (11,160)	10,581.75
					10,581.75
<b>ACH Payment</b>	<b>1002592483</b>	<b>03/06/2024</b>	<b>CalPERS-Retirement</b>	<b>6882866561</b>	
Bill	02/19/24 - 03/03/24	03/03/2024		Earned Period 02/19/24 - 03/03/24	1,859.19
				Earned Period 02/19/24 - 03/03/24	3,042.86
				Earned Period 02/19/24 - 03/03/24	3,463.94
				Earned Period 02/19/24 - 03/03/24	1,352.30
					9,718.29
<b>ACH Payment</b>	<b>1002592484</b>	<b>03/06/2024</b>	<b>CalPERS-Retirement</b>	<b>6882866561</b>	
Bill	02/19/24 - 03/03/24	03/03/2024		Earned Period 02/19/24 - 03/03/24	1,612.93
				Earned Period 02/19/24 - 03/03/24	2,639.83
				Earned Period 02/19/24 - 03/03/24	3,005.14
				Earned Period 02/19/24 - 03/03/24	1,173.18
					8,431.08
<b>ACH Payment</b>	<b>1002592485</b>	<b>03/06/2024</b>	<b>CalPERS-Retirement</b>	<b>6882866561</b>	
Bill	02/19/24 - 03/03/24	03/03/2024		Earned Period 02/19/24 - 03/03/24	121.39
				Earned Period 02/19/24 - 03/03/24	198.68
				Earned Period 02/19/24 - 03/03/24	226.17
				Earned Period 02/19/24 - 03/03/24	88.30
					634.54
<b>ACH Payment</b>		<b>03/07/2024</b>		<b>Funds Transfer 457(b) Salary Reduction</b>	
				Funds Transfer 457(b) Salary Reduction	4,915.86
					4,915.86
<b>ACH Payment</b>		<b>03/07/2024</b>		<b>Funds Transfer 457(b) Roth</b>	
				Funds Transfer 457(b) Roth	1,510.78
					1,510.78
<b>ACH Payment</b>	<b>0681809</b>	<b>03/08/2024</b>	<b>SoCalGas</b>	<b>Acct # 021-760-4610 6</b>	
Bill	02176046106 0224	02/29/2024		CNG Station Feb-2024 (10,475)	10,453.75
					10,453.75
<b>ACH Payment</b>	<b>90280308202</b>	<b>03/08/2024</b>	<b>Chevron Texaco (Wex Bank)</b>	<b>Acct # 0496-00-525172-3</b>	
Bill	95638398	02/29/2024		Feb-2024	282.94
				Feb-2024	334.09
				Feb-2024	277.14
				Feb-2024	634.94
					1,529.11
<b>ACH Payments Total</b>					<b>\$130,760.22</b>
<b>Payroll</b>		<b>03/01/2024</b>		<b>Board Payroll</b>	<b>8,291.08</b>
<b>Payroll</b>		<b>03/06/2024</b>		<b>Employee Payroll</b>	<b>99,279.78</b>
<b>Payroll Total</b>					<b>\$107,570.86</b>
<b>Total Disbursements</b>					<b>\$376,869.54</b>



Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and Transfer(s) Report

Prepared for Board Meeting held on March 19, 2024

Type	Num	Date	Name	Memo	Paid Amount
<b>Transfers</b>					
<b>Transfers Total</b>					<b>\$0.00</b>

AGENDA ITEM #6B

Date: March 19, 2024  
 To: Board of Directors  
 From: Robert Housley, General Manager  
 Prepared by: Robert Housley, General Manager  
 Subject: Approve and File the Treasurer’s Investment Report for February 2024

**BACKGROUND**

Midway City Sanitary District’s investment policy requires a monthly investment report, which includes all financial investments of the district and provides information on the investment type, value, and yield available for all investments. The report also provides the Board of Directors with an update on the balances of the District’s various funds.

Per the State Government Code 53600 et seq., and the Midway City Sanitary District’s (District) Investment Policy, the District may invest up to a maximum percentage of the entire portfolio funds in authorized financial investments.

The following table shows a summary of the District’s authorized financial investments, the yield available as of the preparation of this report, the book and market value of the District’s funds, the percentage of the District’s pooled funds that are invested in each financial investment, and the maximum percentage (or dollar limit), allowable per the State Government Code and the District’s investment policy.

MCSD’s total invested cash as of February 29, 2024, is \$54,534,449.60

INVESTMENT	TYPE OF INVESTMENT	MATURITY DATE	YIELD	BOOK VALUE AS OF 2/29/2024	MARKET VALUE AS OF 2/29/2024	% OF PORTFOLIO	MAXIMUM PERCENTAGE OF PORTFOLIO
<b>FDIC Insured Accounts</b>							
US Bank Interest Checking	Checking	Liquid	1.359%	\$ 1,574,135.93	\$ 1,574,135.93	2.89%	None
US Bank Money Market	Money Market	Liquid	0.051%	\$ 249,559.81	\$ 249,559.81	0.46%	20%
Certificate of Deposits	CD	-	-	\$ -	\$ -	0.00%	30%
<b>Total FDIC Insured Accounts</b>				<b>\$ 1,823,695.74</b>	<b>\$ 1,823,695.74</b>	<b>3.35%</b>	
<b>LAIF</b>							
LAIF	Pool	Liquid	4.122%	\$ 51,254,920.28	\$ 51,254,920.28	93.99%	\$75 million
CalTRUST (Medium Term Fund)	Pool/Bond Fund	Liquid	-0.400%	\$ 1,532,350.47	\$ 1,455,833.58	2.67%	30%
Certificate of Deposits	CD	-	-	\$ -	\$ -	0.00%	30%
U.S. Treasury Securities	US Securities	-	-	\$ -	\$ -	0.00%	None
<b>TOTAL Investments</b>				<b>\$ 54,610,966.49</b>	<b>\$ 54,534,449.60</b>	<b>100.00%</b>	

**FISCAL IMPACT**

There is no fiscal impact associated with the approval of this informational report.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve and file the Treasurer's Investment Report.

**ATTACHMENTS:**

1. Treasurer's Investment Report

MIDWAY CITY SANITARY DISTRICT  
District Investment Activities  
2/29/2024

	Operating Fund 1040.10	Midway City 1040.20	Buildings Equipment & Facilities 1040.30	Lift Stations & Sewer Lines 1040.40	CNG Station & Fueling Facilities 1040.50	Vehicle Replacement 1040.60	Total LAIF Account No. 7030-005	Emergency Fund CalTRUST Medium-Term #114.00
Beginning Balance, 01.01.2024	\$ 9,642,262.37	\$ 1,915,162.56	\$ 3,427,994.49	\$ 30,624,647.07	\$ 2,001,632.08	\$ 3,643,221.71	\$ 47,767,690.46	\$ 1,466,285.72
Investment Income, LAIF & CalTRUST								
Market Value Capital Gain/(Loss)								\$ 4,548.47
Transfer from LAIF to US Bank								\$ (10,452.14)
Transfer from US Bank to LAIF								
Transfers LAIF to LAIF	\$ 449,340.20					\$ (449,340.20)		
Transfer from CalTRUST to US Bank								\$ (4,548.47)
Ending Balance, 01.31.2024	\$ 10,091,602.57	\$ 1,915,162.56	\$ 3,427,994.49	\$ 30,624,647.07	\$ 2,001,632.08	\$ 3,193,881.51	\$ 51,254,920.28	\$ 1,455,833.58

TOTAL LAIF, U.S. SECURITIES, CalTRUST  
& INTEREST RECEIVABLE \$ 52,710,753.86  
 ADD: US BANK \$ 1,574,135.93  
 a. Checking (158301509028) \$ 249,559.81  
 b. Money Market (158200156913)  
 TOTAL DISTRICT CASH ON HAND \$ 54,534,449.60

C E R T I F I C A T I O N

I certify that (1) all investment actions executed since the last report have been made in full compliance with the District's Investment Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California Government Code Sections 53646(b)(2) and (3), respectively.

[Redacted Signature]

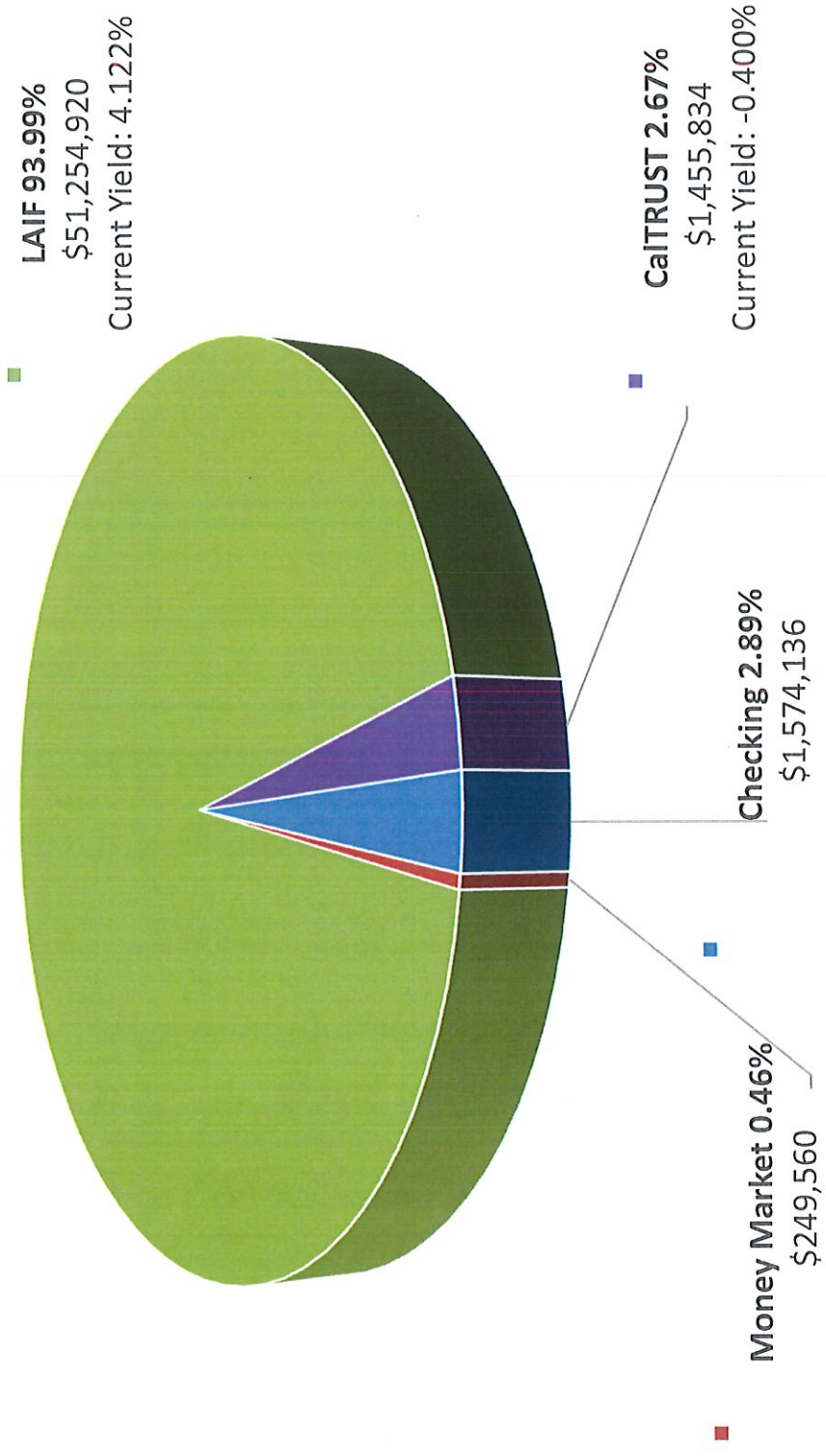
Prepared & Submitted by  
Robert Housley, General Manager

Sergio Contreras, Board Treasurer

Dated

Dated

# MCSD Portfolio as of 02.29.2024



California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

March 13, 2024

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[PMIA Average Monthly Yields](#)

MIDWAY CITY SANITARY DISTRICT

GENERAL MANAGER  
14451 CEDARWOOD STREET  
WESTMINSTER, CA 92683

[Tran Type Definitions](#)

Account Number: 70-30-005

February 2024 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	51,254,920.28
Total Withdrawal:	0.00	Ending Balance:	51,254,920.28



California State Treasurer  
**Fiona Ma, CPA**



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**POOLED MONEY INVESTMENT ACCOUNT**

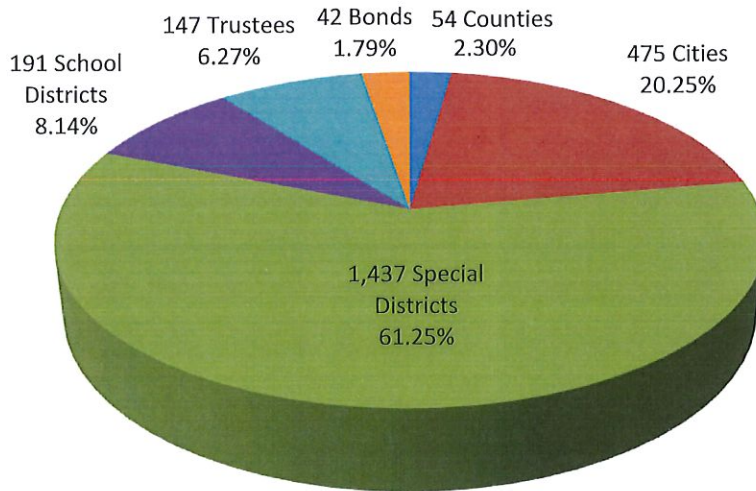
### PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122										

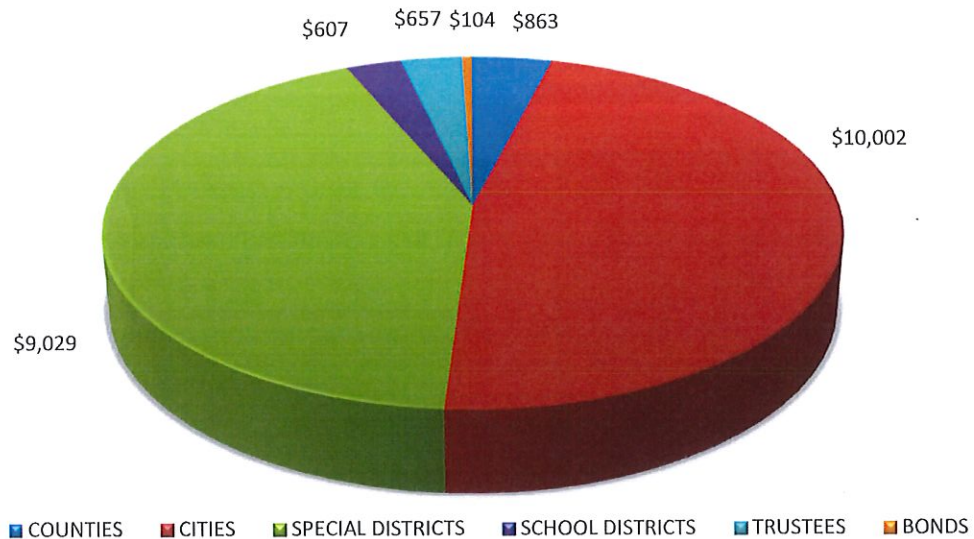
## LAIF STATISTICS AS OF 02/29/24

	Balance By Type	Participation	% of Fund
54 COUNTIES	862,939,111.25	2.30%	4.06%
475 CITIES	10,001,817,126.76	20.25%	47.04%
1,437 SPECIAL DISTRICTS	9,028,726,684.65	61.25%	42.46%
191 SCHOOL DISTRICTS	607,208,841.51	8.14%	2.86%
147 TRUSTEES	657,200,984.35	6.27%	3.09%
42 BONDS	104,458,004.70	1.79%	0.49%
<b>2,346 Fund Balance:</b>	<b>\$21,262,350,753.22</b>	<b>100.00%</b>	<b>100.00%</b>

Participation:



Balance by Type (dollars in millions):



Percentages may not total 100% due to rounding.





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## Investment Account Summary

02/01/2024 through 02/29/2024

### SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Feb 29 (\$)	Value on Feb 29 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
MIDWAY CITY SANITARY DISTRICT	20100007910					
CalTRUST Medium Term Fund	20100007910	149,316.265	9.75	1,455,833.58	1,532,350.47	(76,516.89)
Portfolios Total value as of 02/29/2024				1,455,833.58		

### DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
		MIDWAY CITY SANITARY DISTRICT			Account Number: 20100007910			
CalTRUST Medium Term Fund								
Beginning Balance	02/01/2024			149,316.265	9.82	1,466,285.72		
Accrual Income Div Cash	02/29/2024	4,548.47	0.000	149,316.265	9.75	1,455,833.58	0.00	0.00
Change in Value						(10,452.14)		
Closing Balance as of	Feb 29			149,316.265	9.75	1,455,833.58		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.



### 2024 CalTRUST Closures

Please note that the CalTRUST Funds will be closed for trading on the following days:

Date	Holiday
January 1, 2024	New Year's Day
January 15, 2024	Martin Luther King, Jr. Day
February 19, 2024	Presidents' Day
March 29, 2024	Good Friday
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth National Independence Day
July 4, 2024	Independence Day
September 2, 2024	Labor Day
October 14, 2024	Indigenous Peoples Day
November 11, 2024	Veterans Day
November 28, 2024	Thanksgiving Day
December 25, 2024	Christmas Day

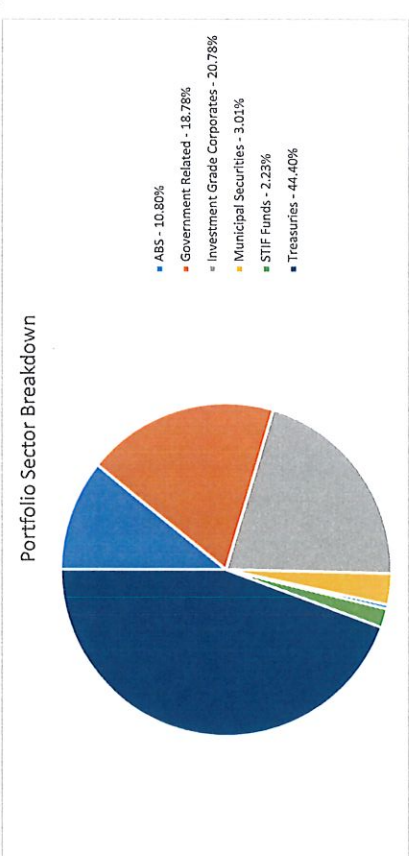
**EARLY CLOSES:**

March 28, May 24, July 3, November 29, December 24, and December 31



	CalTRUST Medium Term	BofAML 1-3 Corp & Gov't, A Rated and Above	CalTRUST Medium Term Net Total Return	CalTRUST Medium Term Yield	BofAML 1-3 Corp & Gov't, A Rated and Above
Net Assets	\$985,651,215.28	N/A	-0.40%	0.31%	-0.34%
NAV per Share	\$9.75	N/A	1.18%	0.97%	1.26%
30 Day SEC Yield	4.53%	N/A	2.56%	1.93%	2.71%
Distribution Yield	3.94%	N/A	4.46%	3.71%	4.67%
Period Net Total Return	-0.40%	N/A	1.07%	2.71%	0.99%
Effective Duration	2.09 yrs	N/A	0.19%	1.93%	0.14%
Average Maturity	2.36 yrs	N/A	1.41%	1.82%	1.43%
Weighted Average Life	2.32 yrs	N/A	1.18%	1.53%	1.26%
			1.85%	1.98%	2.14%

\*Annualized



Rated AA-f by S&P Global Ratings

Midway City Sanitary District  
CalTRUST Summary

CalTRUST - Medium-Term Fund

	Investment +	Dividends	Distribution of	Capital Gain or	Balance
	'+'	'+'	Dividend (-)	Loss (-)	
Investment May-2020	\$ 750,000.00	432.90		1,460.57	\$ 751,893.47
June-2020		857.56		730.70	\$ 753,481.73
July-2020		765.26		731.54	\$ 754,978.53
August-2020		745.40		-	\$ 755,723.93
September-2020		677.57		(733.01)	\$ 755,668.49
October-2020		621.72		(733.66)	\$ 755,556.55
November-2020		476.58		-	\$ 756,033.13
December-2020		439.21			\$ 756,472.34
January-2021		387.68			\$ 756,860.02
February-2021		342.73		(1,471.06)	\$ 755,731.69
March-2021		354.98		(735.87)	\$ 755,350.80
April-2021		251.06			\$ 755,601.86
May-2021	\$ 750,000.00	316.74		736.45	\$ 1,506,655.05
June-2021		473.98		(1,467.04)	\$ 1,505,661.99
July-2021		415.67		1,467.51	\$ 1,507,545.17
August-2021		390.03		0.01	\$ 1,507,935.21
September-2021		370.72		(1,468.29)	\$ 1,506,837.64
October-2021		396.41		(5,874.61)	\$ 1,501,359.44
November-2021		461.36		(1,469.04)	\$ 1,500,351.76
December-2021		516.64		(2,938.98)	\$ 1,497,929.42
January-2022		598.08		(10,289.99)	\$ 1,488,237.51
February-2022		610.05		(7,352.96)	\$ 1,481,494.60
March-2022		836.34		(20,596.74)	\$ 1,461,734.20
April-2022		1,028.38		(8,832.23)	\$ 1,453,930.35
May-2022		1,290.86		5,892.32	\$ 1,461,113.53
June-2022		1,354.72		(8,846.29)	\$ 1,453,621.96
July-2022		1,518.86		5,903.03	\$ 1,461,043.85
August-2022		1,986.06		(11,818.35)	\$ 1,451,211.56
September-2022		2,166.97		(20,710.46)	\$ 1,432,668.07
October-2022		2,438.11		(4,444.68)	\$ 1,430,661.50
November-2022		2,709.46		8,904.53	\$ 1,442,275.49
December-2022		2,890.90		1,486.88	\$ 1,446,653.27
January-2023		3,227.48		8,939.16	\$ 1,458,819.91
February-2023		3,447.06	(3,447.06)	(13,438.46)	\$ 1,445,381.45
March-2023		4,147.17	(4,147.17)	14,931.62	\$ 1,460,313.07
April-2023		3,791.32	(3,791.32)	1,493.16	\$ 1,461,806.23
May-2023		4,482.39	(4,482.39)	(7,465.81)	\$ 1,454,340.42
June-2023		4,090.56	(4,090.56)	(8,958.97)	\$ 1,445,381.45
July-2023		4,246.18	(4,246.18)	1,493.16	\$ 1,446,874.61
August-2023		4,455.68	(4,455.68)	-	\$ 1,446,874.61
September-2023		4,286.72	(4,286.72)	(7,465.82)	\$ 1,439,408.79
October-2023		4,795.72	(4,795.72)	(1,493.16)	\$ 1,437,915.63
November-2023		4,603.47	(4,603.47)	14,931.63	\$ 1,452,847.26
December-2023		4,484.90	(4,484.90)	13,438.46	\$ 1,466,285.72
January-2024		5,122.63	(5,122.63)	-	\$ 1,466,285.72
February-2024		4,548.47	(4,548.47)	(10,452.14)	\$ 1,455,833.58

\$ 1,500,000.00	\$ 88,852.74	\$ (56,502.27)	\$ (76,516.89)	\$ (33,714.28)
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AGENDA ITEM #6C

Date: March 19, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Ashley Davies, Director of Services and Program Development  
Subject: Approve the March 6, 2024 Outreach Committee Recommendations

**BACKGROUND**

At the April 5, 2022 meeting the Board approved the formation of a standing Outreach Committee. The Outreach Committee usually meets on the first Wednesday of each month to plan and discuss upcoming outreach activities. The Committee recommends continued radio and media outreach, averaging up to two radio programs per month on an ongoing basis.

The Outreach Committee met on March 6, 2024 and their recommendations are as follows:

1. The Committee recommends that the District participate in the radio outreach with Radio Bolsa and VNCR. Two directors will attend each radio program. Appointments will be set up in March.
2. The Committee recommends hosting the 85<sup>th</sup> Anniversary Celebration on Saturday, September 14, 2024 at the District.
3. The Committee recommends increasing the number of community partner booths at the 85<sup>th</sup> Anniversary Celebration and also using In-N-Out, Soto Band, a Boba vendor, and shaved ice truck.
4. The Committee recommends hosting the annual Compost event at Westminster Mall on Saturday, July 20, 2024.
5. The Committee recommends purchasing magnets as swag to be handed out at events.
6. The Committee recommends increasing Sponsorship levels for the 85<sup>th</sup> Anniversary celebration.
7. The Committee recommends purchasing postcards with event dates for the entire year to pass out at events.

**FISCAL IMPACT**

The potential fiscal impact of the Outreach Committee’s recommendations are as follows:

- Monthly radio outreach \$4,000
- Compost leasing space \$1,000
- Postcards for events \$325
- 85<sup>th</sup> Anniversary Budget TBD
- Swag Magnets TBD

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve the Outreach Committee’s recommendations as presented.

AGENDA ITEM #6D

Date: March 19, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Ashley Davies, Director of Services and Program Development  
Subject: Approve the March 11, 2024 Calendar Committee Recommendations

**BACKGROUND**

In 2007, the Board elected to change from the traditional newsletter style format to a calendar format that the District mails to the patrons it serves on an annual basis. This will be the 19<sup>th</sup> year the District has chosen to do a calendar. This calendar provides information on important event dates in the District, program information, delayed service schedules, and an directs where to find more information on our website and social media pages.

The Board appointed Directors T. Diep and S. Contreras to work with General Manager, Robert Housley and Director of Services and Program Development, Ashley Davies on the MCSD 2025 Calendar.

Note: As this is a standing committee, all meeting agendas are posted 72 hours in advance.

**DISCUSSION**

The Calendar Committee met on March 11, 2024 and their recommendations are as follows:

1. The Committee recommends using a page for information regarding District fees compared to fees for other jurisdictions in Orange County.
2. The Committee recommends updating photos and graphics for several months of the calendar.
3. The Committee recommends using 5 weeks on the calendar instead of 6 to make the squares larger on the dates.
4. The Committee recommends replacing some graphics with more information on programs like Bulky Item Pickup, FOG, mattress drop-off, etc.
5. The Committee recommends adding a digital newsletter a few times a year that will coincide with calendar events but provides more detailed information about events that are scheduled.

**FISCAL IMPACT**

The potential fiscal impact of the Calendar Committee’s recommendations are as follows:

- Digital Newsletter To be determined

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve the Calendar Committee’s recommendations as presented.

AGENDA ITEM #6E

Date: March 19, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Nicolas Castro, Director of Operations/Safety  
Subject: Recognition and Approval of a 10-Year Safe Driving Award for Solid Waste Driver, Sergio Gonzalez, in the Amount of \$300.00

**BACKGROUND**

As of March 11, 2024, Solid Waste Driver, Sergio Gonzalez, became eligible for the 10-year Safe Driving Award.

**DISCUSSION**

To promote safety in the operation of District equipment and the encouragement of safety in personal work habits, the Board of Directors has set as District policy the following program:

Safe Driving Awards – Solid Waste Drivers Only

- 5 years - \$200.00
- 10 years - \$300.00
- 15 years - \$500.00
- 20 years - Honor plaque and \$750.00
- 25 years - Honor plaque and \$1,000.00

**FISCAL IMPACT**

\$300.00

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve a 10-year safe driving award for solid waste driver, Sergio Gonzalez, in the amount of \$300.00.

## AGENDA ITEM #6F

Date: March 19, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Milo Ebrahimi, P.E., District Engineer  
Subject: Receive and File the Engineer Report for February 2024

### **BACKGROUND**

District Engineer prepares a monthly report for the Board of Directors to inform about engineering and engineering related activities. This report includes monthly progress of District projects, reviewed plans, sewer department projects and activities, trainings and meetings, preventive maintenances and repairs of the district assets, and more.

### **DISCUSSION**

#### 1. District Building Project by Woodcliff

##### 1.1. The new office building:

- 1.1.1. Contractor has finished the new office building.
- 1.1.2. Punch list has been created by Architect except the restrooms.
- 1.1.3. Contractor is working on the punch list items.

##### 1.2. The locker room building:

- 1.2.1. Contractor has finished the Locker room building.
- 1.2.2. Punch list has been created by Architect except the interior.
- 1.2.3. Contractor is working on the punch list items.

##### 1.3. Landscaping and sitework:

- 1.3.1. Contractor has finished the landscape and the sitework.
- 1.3.2. Punch list has been created by Architect.
- 1.3.3. Contractor is working on the punch list items.

##### 1.4. Solar Carport:

- 1.4.1. Contractor has finished the solar carport except the charging stations.
- 1.4.2. Punch list has not been created by Architect yet.

#### 2. Plans Reviewed

- 2.1. Sewer permits (this month): 19.
- 2.2. Sewer permits (this fiscal year): 127.



- 2.3. Development projects (trash enclosures and/or sewer lines): 4.
3. Westminster Mall project
  - 3.1. The Conditional Will Serve Letter is prepared and sent to the developer's engineer for review.
  - 3.2. District has not received any comments on the Conditional Will Serve Letter yet.
4. Sewer department projects
  - 4.1. Sewer System Master Plan (SSMP) Project by AKM
    - 4.1.1. SSMP is in progress. There is a monthly meeting with AKM about the progress.
    - 4.1.2. Consultant will finish in about 4 months. A few months' delay is possible due to some missing As-Builts. A survey of the missing area is needed to cover missing information for engineering analysis.
    - 4.1.3. Consultant worked on developing sewer system model and utilizing GIS based software (task 2 of the project).
    - 4.1.4. Consultant worked on flow monitoring plan and implementation (task 3 of the project).
    - 4.1.5. Consultant finished developing land use criteria and establishing sewer system flow criteria (task 5 of the project).
    - 4.1.6. Consultant worked on assessing the overall sewer system and development solutions (task 6 of the project).
    - 4.1.7. Consultant worked on evaluating operation and maintenance program (task 8 of the project).
    - 4.1.8. Consultant worked on preparing and developing project management plans (task 11 of the project).
  - 4.2. Sewer System Cleaning and CCTV Project By Empire Pipe Cleaning & Equipment
    - 4.2.1. District issued Notice To Proceed letter (except the Midway City area for now) to Contractor after receiving all the required permits.
    - 4.2.2. The first day of the project was on February 12, 2024.
    - 4.2.3. Contractor will finish in about 10 months.
    - 4.2.4. District Engineer is working with Contractor and AKM to link the CCTV inspection report with GIS.
5. Sewer Department Activities
  - 5.1. There was no emergency related repair for sewer system this month.
  - 5.2. There was no sewer system overflow this month.
  - 5.3. 73 hotspot locations were cleaned this month.
  - 5.4. About 48 hotspot locations were checked weekly.

5.5. About 51,000 linear feet of sewer line was cleaned on the west side.

6. Trainings and Meetings

6.1. District Engineer attended monthly meetings with District Engineer of Costa Mesa Sanitary District.

6.2. District Engineer helped Costa Mesa Sanitary District with being part of the Interview Panel for Engineering Technician position.

6.3. District Engineer attended Development Review Team meetings at the City of Westminster.

6.4. District Engineer and Sewer Crew attended Winter 2024 SARBS of CWEA Collection seminar/training.

6.5. District Engineer and Sewer Lead attended FOG workshop/training.

6.6. TESCO trained the sewer crew and District Engineer on how to use the SCADA software and how to use the new features.

7. Preventive Maintenances (PM) and Repairs

7.1. Contractor performed the monthly PM services on the CNG station at the yard.

7.2. A repair is needed on the portable generator in the yard. The portable generator is still not operational due to more issues. The contractor will need more parts to finish the repair.

**FISCAL IMPACT**

Informational report only.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve and file the Engineer Report.

## AGENDA ITEM #8A

Date: March 19, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Milo Ebrahimi, P.E., District Engineer

Subject: Consider Approval of a Proposal to Amend the Existing Professional Services Agreement with AKM Consulting Engineering for the Sewer System Master Plan Project to Include Additional Services at an Additional Cost Not to Exceed \$199,596 and Authorizing the General Manager to Enter into and Execute an Amendment to the Existing Agreement

### **BACKGROUND**

At the December 20, 2022 meeting, the Board of Directors (Board) approved a Professional Services Agreement with AKM Consulting Engineers (AKM) to provide engineering services to update the District's Sewer System Master Plan (SSMP). On February 7, 2023, the Board approved Amendment No. 1 to the Agreement to incorporate an update to the District's Spill Emergency Response Plan into the scope of work.

As a part of the SSMP project, a Sewer GIS was prepared utilizing the Midway City Sanitary District (MCSD) atlas maps, AutoCAD files and available as-built plans. Unfortunately, some of the as-built plans, digital scans and original hard copies were illegible or not found.

### **DISCUSSION**

In order to complete the hydraulic model, which is part of SSMP, pipe inverts and slopes are needed for approximately 435 pipes (this equates to the need for pipe inverts at 525 manholes). The scope of the work will include the following items:

1. Development of Sewer GIS;
2. Preparation of Maps for Surveyor;
3. GPS Survey of 525 Manholes;
4. Update Sewer GIS and Hydraulic Model with Survey Data.

At Staff's request, AKM has prepared a proposal to complete the hydraulic model and for the extra time for developing sewer GIS. AKM's proposal and a map of the manholes for which data is missing are attached to this report at Attachments 1 and 2, respectively.

The Hydraulic model will be used by AKM to evaluate the capacity of the system at peak dry weather flows, and wet weather flow capacity. Any future loads for known development areas will also be added to the hydraulic model. Therefore, any capacity deficient sewer line will be identified. Based on hydraulic model analysis, recommendations for upsizing, parallel pipes, diversions, etc. will be made.

There are two other options that District Engineer and AKM do not recommend to the Board of Directors:

- The first option would be by estimating and interpolating to find missing data. This method is not recommended due to big number of missing manholes' data and connectivity of those manholes.
- The second option would be to ignore the missing data in SSMP. Therefore, hydraulic models in many areas will be inconclusive. This method is also not recommended by District Engineer and AKM due to big number of missing manholes' data and connectivity of those manholes.

The District Engineer recommends that the Hydraulic Model of the entire sewer system is certainly needed based on the collected/actual data from the site when the as-built plans are not available. Hydraulic Models are one of the main components of the SSMP. Hydraulic Models could also help the District Engineer in both daily operations and future planning:

- For operations, a hydraulic model can be used to identify potential areas of concern, zones of inefficiency, how the system behaves under a variety of scenarios, and how the system reacts to operational changes.
- For planning, a model can identify areas currently limited in capacity and can predict which areas may become overloaded in the future. This predictiveness allows for the design and construction of improvements prior to issues arising.

### **FISCAL IMPACT**

The total fiscal impact by this amendment to the SSMP project agreement with AKM will be \$199,596.

The Board approved \$510,000 for SSMP in the Fiscal Year 2023-24 Budget. Staff anticipates up to an additional \$199,596 will need to be budgeted for the Project because of this amendment. Therefore, Staff proposes to increase the FY 2023/2024 Budget for the SSMP from \$510,000 to \$710,000. Funds will be transferred from Sewer Reserve account to Engineering & Consulting expense account.

### **STAFF RECOMMENDATION**

Staff recommends that the Board of Directors authorize the General Manager to enter into and execute an Amendment No. 2 to the Professional Services Agreement with AKM Consulting Engineers, in a form approved by General Counsel, to amend the scope of work and not-to-exceed compensation under the Agreement for the Sewer GIS, Survey of Manholes, and Hydraulic Model Update at a not to exceed additional cost of \$199,596.

### **ATTACHMENTS:**

1. AKM proposal for Sewer GIS, Survey of Manholes, and Hydraulic Model Update.
2. Map of missing manhole's data.



*Water Resources*

*Infrastructure*

*Construction Management*

*AKM Consulting Engineers*

553 Wald

Irvine, CA 92618

Telephone: 949.753.7333 Facsimile: 949.753.7320

[www.akmce.com](http://www.akmce.com)

March 12, 2024

**Midway City Sanitary District**

14451 Cedarwood Avenue

Westminster, CA 92683

Attention: Mr. Robert Housley, General Manager

**Subject: Proposal for Sewer GIS, Survey of Manholes, and Hydraulic Model Update**

Dear Mr. Housley:

AKM Consulting Engineers has been working on the Midway City Sanitary District's (MCSD) Sewer Master Plan. In order to complete the Sewer GIS and Hydraulic Model, AKM is requesting funding for the following items:

1. Development of Sewer GIS

The first task of the Sewer Master Plan project was the development of a Sewer GIS utilizing MCSD's existing atlas maps, AutoCAD files, and available as-built plans. AKM and DCSE (AKM's GIS subconsultant) spent a significant amount of extra time developing the Sewer GIS. Some of the reasons are as follows:

- a. Some plans are missing and AKM tried to find hard copies in MCSD's file room.
- b. The plans were not well organized or easy to locate when searching for a particular street/area.
- c. DCSE created a more detailed inventory for all plans than what was originally provided, because there were multiple folders on the external hard drive and the naming convention of the files was not always useful.
- d. All historical plans were provided so AKM/DCSE went through many that weren't actually needed for the hydraulic model because the sewers are not abandoned or belong to another agency. But AKM/DCSE still had to take the time to review plans to determine what it was for.
- e. AKM contacted Orange County Sanitation District (OCSD) to verify connection points with OCSD's trunk sewers. This had to be done because AKM could not find the plans in what was provided by MCSD.
- f. The QA/QC process took much longer than expected because of all the aforementioned issues.

2. Preparation of Maps for Surveyor

Unfortunately, some of the as-built plan scans were illegible or not found. In order to complete the hydraulic model, pipe inverts and slopes are needed for approximately 435 pipes (this equates to the need for pipe inverts at 525 manholes). AKM will use developed Sewer GIS to prepare maps for the surveyor to use in the field to collect rim elevations and pipe inverts at 525 manholes.

3. GPS Survey of 525 Manholes

AKM's subcontractor, Kelsoe and Associates, will conduct GPS Survey of approximately 525 manholes. Horizontal control will be based on OCS GPS control points. Vertical control will be based on OCS Benchmarks. NAD 83 coordinates at the center of each manhole and rim elevation of each manhole will be provided. All pipe invert depths at each manhole will be measured and a diagram showing the bottom configuration will be prepared.

4. Update Sewer GIS and Hydraulic Model with Survey Data

AKM will utilize the survey data provided by Kelsoe and Associates to calculate the missing pipe inverts. Then the inverts will be updated in the Sewer GIS and in the hydraulic model.

The estimated project fee is provided in Table 1 below.

**Table 1  
Project Fee**

Task/Description		Project Manager	Assistant Engineer	Surveyor	Total Cost
1	Development of Sewer GIS	60	100		\$25,460
2	Preparation of Maps for Surveyor	8	24		\$4,536
3	GPS Survey of 525 Manholes	8	4	\$139,900	\$142,296
4	Update Hydraulic Model with Survey Data	24	200		\$27,304
<b>Hours</b>		<b>100</b>	<b>328</b>		
<b>2024 Hourly Rates</b>		<b>\$246</b>	<b>\$107</b>		
<b>Total Cost</b>		<b>\$24,600</b>	<b>\$35,096</b>	<b>\$139,900</b>	<b>\$199,596</b>

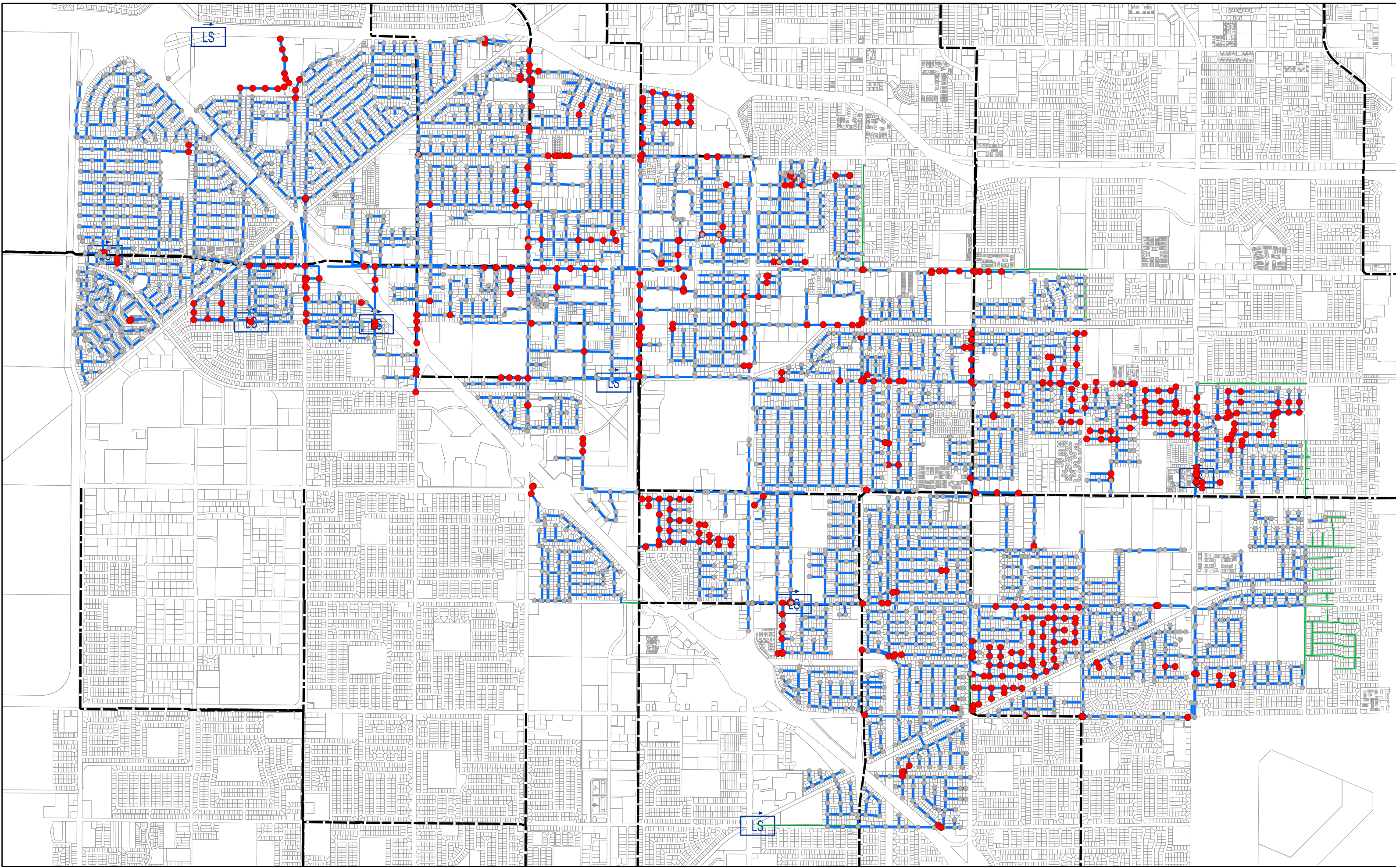
We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Should you have any questions or require additional information, please do not hesitate in contacting the undersigned.

Sincerely,

**AKM Consulting Engineers**



Diann Pay, P.E.  
Principal



AGENDA ITEM #8B

Date: March 19, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: Consider Consulting Services with Procure America, Inc. for Business Intelligence Services

**BACKGROUND**

In 2023 and 2024 the Midway City Sanitary District (District) Board of Directors (Board) set future goals and priorities for the District and staff. Cost reduction and revenue generating opportunities are two of the goals and priorities set by the Board.

**DISCUSSION**

In alignment with the Board’s goals and priorities for the District, Todd Main, Executive Vice President with Procure America, Inc. is present at tonight’s meeting to give a high-level presentation on how Procure America’s consulting services can be beneficial in partnering with the District in helping achieve its goal and priority of cost savings and revenue generating opportunities.

Procure America provides Business Intelligence Services through six practice groups staffed by industry specific veterans. Experience, information, and dedication will deliver the District increased service levels, vendor transparency, and net cost reduction. Procure America has been successful with many government agencies in Orange County and nationwide, as well as being affiliated with the League of California Cities and California State Association of Counties.

Procure America achieves cost reductions and revenue opportunities for agencies by having their teams of subject matter experts review and analyze the District’s vendors and treasury services.

In the event the Board desires to pursue an agreement with Procure America, Staff recommends the District “piggyback” off the agreement entered into between the County of Orange and Procure America (Attachment 1). The District’s Purchasing Policy and Procedures provide that, when another public entity has awarded a contract for goods or services pursuant to a competitive procurement process similar to the one typically followed by the District, the District may acquire such goods or services on the same or substantially similar terms without conducting its own separate procurement process. The agreement between the County of Orange and Procure America is expressly set up as a “cooperative agreement” that provides for its terms and pricing to be extended to other local government agencies, such as the District.



**FISCAL IMPACT**

The potential fiscal impact of cost reduction and revenue generating opportunities are to be determined. The terms of the agreement provide for a 70/30 split of cost savings and revenue generating opportunities identified by Procure America for a period of 60 months.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors receive a presentation from Procure America, consider procuring consulting services with Procure America for business intelligence services, and if desirous of doing so, direct the General Manager to negotiate and prepare an agreement with Procure America for future consideration and approval by the Board.

**ATTACHMENTS:**

1. County of Orange Cost Recovery and Reduction Services Contract

**CONTRACT RCA-017-19010018  
FOR  
COST RECOVERY AND REDUCTION SERVICES**

THIS Contract, *RCA-017-19010018* for Cost Recovery and Reduction Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Procure America, Inc. (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

**RECITALS**

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide cost recovery and reductions services for the County; and,

WHEREAS, County and Contractor are entering into this Contract for Cost Recovery and Reduction Services under a Usage Contract; and,

WHEREAS, Contractor agrees to provide Cost Recovery and Reduction Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**GENERAL TERMS AND CONDITIONS:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provision:** Prior to the provision of services under this Contract, the Contractor Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy)

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting

from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Intentionally Omitted.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.



- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**ADDITIONAL TERMS AND CONDITIONS:**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Cost Recovery and Reduction Services under a usage Contract.
2. **Term:** This Contract shall be effective upon execution of all signatures, and shall continue for five (5) years, unless otherwise terminated as provided herein. This Contract is not renewable.
3. **Regional Cooperative Agreement (RCA):** This Contract is to be used as an RCA against which subordinate contracts will be created and issued by the user agencies/departments based on the fixed pricing, terms, and conditions of this RCA. The subordinate contract must end prior to or be coterminous with this RCA. Contractor will be required to provide services requested by County departments. For the Contractor's full and complete performance of its obligations under this Contract, the County shall compensate the Contractor the fixed prices set forth herein.

As required by County policy, subordinate Contracts created against the RCA may require Board of Supervisors approval.

4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **County's Project Manager:** The County Project Manager, as specified in Article "21" Notices, will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

6. **Contractor's Project Manager:** Contractor Project Manager, as specified in Article "21" Notices, will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this Contract for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

7. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange DPA.
9. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
10. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually, per entity, and shall be provided to the County within seven (7) calendar days upon County's request.

11. **Child Support Enforcement Requirements:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
12. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
14. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County.

17. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
18. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
- a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.
19. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

20. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

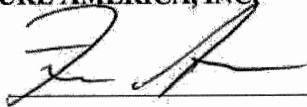
County: County of Orange, County Procurement Office  
Attn: Jeff Miller  
1300 S. Grand Avenue  
Building-A, 2nd Floor  
Santa Ana, CA 92705  
Phone: 714-796-8329  
Email: [jeff.miller@ocgov.com](mailto:jeff.miller@ocgov.com)


Contractor: Procure America, Inc.  
Attn: Fred Armendariz  
31103 Rancho Viejo Rd., # D2102  
San Juan Capistrano, CA 92675  
Telephone: 949-388-2686  
Email: [f.armendariz@procureamerica.org](mailto:f.armendariz@procureamerica.org)

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates following their respective signatures.


**PROCURE AMERICA, INC.**

By:   
Print Name: FRED AMERON  
Title: President & CEO  
Date: 6/21/19

By:   
Print Name: FRED AMERON  
Title: Secretary  
Date: 6/21/19

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE, a political subdivision of the State of California

By:   
Print Name: Jeff Miller  
Title: Deputy Purchasing Agent  
Date: 6/25/19

## ATTACHMENT A SCOPE OF WORK

- I. **INTRODUCTION:** Contractor shall provide County with two separate program option (Basic and Basic Plus-ESP) for Cost Recovery and Expenses Reduction Services under this Scope of Work for obtaining cost savings/refunds through audits and assessments relating to billing invoices and taxes. Contractor shall review, audit, and implement applicable billing rates amongst all County accounts in an effort to provide Cost Recovery and Reduction Services.

In an effort to reduce current billing costs and ensure all rates are secured and correct amongst service providers, Contractor will provide to the County expertise in billing audits with the primary goal of cost reduction. Contractor will review and audit in depth County accounts to recover overpayment and correct billing rates, calculation methods and tariffs including taxes.

The County has multiple contracts with service providers for supply of the following:

- Utilities
- Waste & Recycling
- Telecommunications
- Document Management
- Treasury Services
- Shipping & Logistics

### II. PROGRAM OPTIONS:

#### A. BASIC PROGRAM –BILL AUDIT (Contract to invoice compliance review):

1. In this service, Contractor shall conduct a review of the target expense category's supplier contract with the "County" to outline the cost structures, terms, conditions.
2. Contractor would then deliver a report back to "County" with their findings and subsequent recovery plan.
3. In the event that Contractor identifies billing or contract errors, Contractor would work with the "County" and the supplier to rectify the discrepancy and settle the account accordingly.

#### B. BASIC PLUS PROGRAM-ESP: - ENTERPRISE STRATEGIC PLAN (ESP):

1. This program includes all the services outlined in the "Basic Program" and the creation of a custom strategic sourcing program that is designed to support the "County's" short, medium and long term goals as it pertains to the subject expense category(s).
  - a. The specific areas of focus in an ESP are:
    - i. Service Level Management
    - ii. Complete service and or equipment inventory
    - iii. Expense Transparency
    - iv. Vendor Administration
    - v. RFP and or Solicitation Support
    - vi. Net Cost Reduction
    - vii. Implementation of ESP
    - viii. Manage Institutional Change Migration
2. ESP report would outline the go forward strategic plan, action steps, deliverable milestones and program outcomes.

## II. GENERAL CONTRACTOR REQUIREMENTS:

- A. Upon County request, Contractor will conduct deep dive analytics (Basic and Basic Plus-ESP).
- B. Contractor shall use its' best efforts to obtain cost savings/refunds for County's benefit by analyzing County's policies, procedures, service provider contracts, past invoices and other pertinent information as it relates to the above selected expense categories set for review (Basic and Basic Plus-ESP)..
- C. Contractor will further gather information as to County's needs (past and present) from County's service providers, so as, to build a solution that not only lowers cost, but also matches County's operational requirements and expectations (Basic Plus-ESP).
- D. Contractor will provide progress reports throughout the audit review, designated deliverable dates will be determined based on review timeline (Basic Plus-Plus).
- E. After analyzing County current spending patterns, Contractor shall provide County with a strategic sourcing report outlining Contractor's observations and recommendations. Contractor's report will include a review of operations, cost reduction recommendations and potential service level enhancements. Contractor will educate County designated staff on best practices related to the applicable review (Basic Plus-ESP).
- F. Contractor will review County's invoicing and deliverables to ensure accountability by County's service providers with respect to the spirit and intent of the Contract between County and the third party service provider. The review will take into account service types, levels, cost controls and overall County satisfaction (Basic and Basic Plus-ESP).
- G. Contractor will continue ongoing services with County to anticipate changes in service needs to ensure that the proper service provider, contract and procedures are in place to address County's go forward requirements (Basic Plus-ESP).
- H. Contractor report will include a full catalogue of all meters and accounts surveyed and will document the Established Rates for each service or product chosen for review and outline the methodology for Contractor's findings. County and Contractor will discuss, agree and document the Established Rates for the targeted service or product (Basic Plus-ESP).
- I. Contractor may discover over billing, credits, rebates, ongoing savings or other sources of revenue. This income is to be considered expense reduction for purposes of this Contract and will be accounted for in the same manner as the expense reduction savings (Basic and Basic Plus-ESP).
- J. Contractor may have the ability to recover rebates or other compensation by service providers. Contractor shall disclose this compensation to the County and both Parties shall share this revenue as savings, in accordance with Attachment B, "Contractor's Rates/Compensation", after revenue is received by the County (Basic and Basic Plus-ESP).
- K. It may be necessary to institute cost reduction strategies within a specific expense category in stages. If this occurs, and upon County approval, each stage of implementation will be viewed with its' own billing cycle (Basic Plus-ESP).
- L. Contractor acknowledges that all information supplied by County shall be kept confidential. Contractor, its subcontractors, employees, or agents shall not disclose such information to any third parties other than Contractor's subcontractors, employees, or agents on a need-to-know basis for the purpose of Contract performance and to other third parties as required for providing services under this Contract. Contractor shall not use any information, documents, or data provided by County for any proprietary purposes and shall not copy, sell, exchange, disclose, or provide to others, or use any information, documents, or data reasonably related to this Contract for its own proprietary interests (Basic and Basic Plus-ESP).



- M. Contractor shall perform all Cost Recovery and Reduction Services required under this Contract in conformity with professional standards, and shall provide qualified personnel (licensed, if applicable) to meet such standards (Basic and Basic Plus-ESP).
- N. **Ownership of County Data** - Contractor acknowledges and agrees that all information supplied by County to Contractor (hereinafter, "County Data") shall remain the property of County. The County Data shall not be used by Contractor other than in connection with providing the services pursuant to this Contract. County Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect. Contractor shall not delete or destroy any County Data or media on which County Data resides without prior written authorization of County. At no cost to County, Contractor shall, upon County request, promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portion of any County Data it may possess or control as well as all work product including exploratory information (Basic and Basic Plus-ESP).
- O. It shall be Contractor's responsibility to ensure compatibility of County's data files and transmittal medium to Contractor's computer system. Contractor shall bear all costs, if necessary, for data conversion to make County's computer system compatible with that of Contractor's and any incidental costs related to the data transfer. Contractor shall promptly inform County of any problems and/or issues with any data conversion or transfer of County's data files (Basic and Basic Plus-ESP).
- P. Contractor is responsible for ensuring that all transmittals to County are compatible with County's ability to record and read such data. Any and all corrupted or otherwise defective data shall be replaced by Contractor at no cost, additional or otherwise, to County (Basic and Basic Plus-ESP).
- Q. During the review, Contractor shall notify the County of any compliance concerns with current and upcoming applicable laws related to provider services (specified in I.1-6 above); this shall be part of the review (Basic Plus-ESP).
- R. During the term of this Contract, Contractor understands that despite Contractor(s) recommendations, suggestions, potential suppliers and other recommendations; County has the right not to proceed with any or all said recommendations (Basic and Basic Plus-ESP).
- II. COUNTY REQUIREMENTS FOR BOTH PROGRAMS BASIC AND BASIC PLUS-ESP:**
- A. County shall provide all required documents, invoices, contracts and staff consultation time to Contractor in order to conduct the expense reduction review.
- B. During the review process, County, to the best of its ability, will not renegotiate, amend or extend in place contracts or introduce operational procedures/changes that will effect cost/pricing and or contractual obligations of the County to the service provider.
- III. SAVINGS/REFUND VERIFICATION DOCUMENTATION:**
- A. Contractor will be submit monthly or at County's discretion verifiable documentation that the correction/retroactive refund/credit/recommendation has been accomplished and savings were implemented. A detailed explanation of savings will be presented by Contractor to clarify and further corroborate the calculated savings (Basic and Basic Plus-ESP).

**ATTACHMENT B  
CONTRACTOR'S RATES/COMPENSATION**

- I. COMPENSATION:** This is a usage Contract between County and Contractor to provide Cost Recovery and Reduction Services, as needed and as set forth in Attachment-A, "Scope of Work."

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. There will be no up-front fees and Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Fee specified herein below unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.**

- II. PRICING:** County will pay fees at the following percentage rate of cost savings/refunds, per audit review, after County approves and receives Contractor recommendations in accordance with the provisions of this Contract.

**1. COST REDUCTION AND RECOVERY SERVICE FEES\*:**

**A. BASIC PROGRAM – REVIEW LEVEL (Bill Audit):**

30 % of actual cost recovered each month, for twelve (12) consecutive months.

**B. BASIC PLUS PROGRAM – REVIEW LEVEL (Enterprise Strategic Plan/ESP)**

30 % if the County elects to commission an Enterprise Strategic Plan (ESP) for the targeted expense category(s) for sixty (60) consecutive months.

**\*Fees will be paid based on the cost savings/refunds identified by the Contractor and approved by the County.**

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to the County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. INVOICING INSTRUCTIONS:** The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include, at minimum, the following information:
- A. Contractor's name and address (as specified in this Contract)
  - B. Contractor's remittance address, if different from (A), above
  - C. Name of County department/contact person
  - D. Contract number (PO, CT or MA Number) must be referenced on all invoices
  - E. Delivery/service address
  - F. Service Date
  - G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
  - H. Description of Services
  - I. Total dollar amount of invoice

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and Contractor will be required to revise them. The department's County's Project Manager, or designee, is responsible for approval of invoice and subsequent submittal of invoice to the Auditor-Controller for processing of payment.

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA

**ATTACHMENT C  
 STAFFING PLAN**

**I. KEY PERSONNEL**

NAME	CLASSIFICATION TITLE	YEARS OF EXPERIENCE
Fred Armendariz	Chief Executive Officer	8
Todd Main	VP Public Sector Services	6
Christi Deverian	Project Manager/VP Operations/Communications	5
Wes Gard	Client Services Manager/ Document Management Administrator (Printers)	18

Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the department County Project Manager. *Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes.*

Contractor may reserve the right to involve Contractor personnel, as services are required, only with County written consent. The specific individuals will be assigned based on the need and timing of the service/classification required by a using County department. Assignment of additional key personnel shall be subject to County Project Manager written approval. *Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes.* County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request to remove a Contractor's personnel and Contractor is required to comply within the time requested.

SUBCONTRACTOR	CONTACT NAME	LICENSES/CERTIFICATION	YEARS OF EXPERIENCE
Utilities	Michael Kerkorian	Certified Measurement & Verification Professional/ Certified Energy Auditor	28
Waste	Sophia Vallozzi	Intentionally Left Blank	21
Treasury	Adam Pflaumer		25
Document Management (copiers)	Ethan Davis		22
Shipping & Logistics	Chad Beville		13
Telecommunications	Matt Denburg		10

**AMENDMENT NUMBER ONE  
TO  
CONTRACT RCA-017-19010018  
FOR  
COST RECOVERY AND REDUCTION SERVICES**

THIS Amendment Number One to *RCA-017-19010018*, for Cost Recovery and Reduction Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Procure America, Inc. (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

**RECITALS**

**WHEREAS**, County and Contractor entered into Regional Cooperative Agreement (RCA) RCA-017-19010018 for Cost Recovery and Reduction Services, (hereinafter referred to as "Contract"), effective June 25, 2019 through and including June 24, 2024; and,

**WHEREAS**, County is desirous to amend the Contract to include additional term; Article-22, Survivability, that was inadvertently omitted in the original Contract.

**NOW THEREFORE**, the Parties mutually agree as follows:

1. Incorporate the following term;


22. **Survivability:** All applicable terms, warranties or service agreements that were entered into between Vendor and Agencies/Departments under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Contracts issued and accepted by Vendor shall survive expiration or termination of the Contract.

2. Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract including its amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates following their respective signatures.

**PROCURE AMERICA, INC.**

By: 

Print Name: FRED ARMENDARIZ

Title: CEO

Date: 1-24-20

By: 

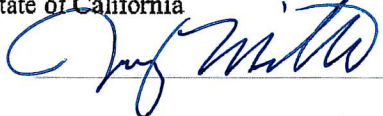
Print Name: FRED ARMENDARIZ

Title: Secretary

Date: 1-24-20

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE, a political subdivision of  
the State of California

By: 

Print Name Jeff Miller

Title Deputy Purchasing Agent

Date 1-24-20

AGENDA ITEM #8C

Date: March 19, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: **CONSIDERATION OF RESOLUTION NO. 2024-06 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY NOMINATING ROBERT HOUSLEY AS A CANDIDATE FOR APPOINTMENT TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

**BACKGROUND**

The Midway City Sanitary District (District) is a member of the Special District Risk Management Authority (SDRMA), which is a Joint Powers Authority formed for the purpose of providing risk management and risk financing for California special districts and other local government agencies. SDRMA is governed by a seven (7) member Board of Directors, whose members are comprised of governing board members and management employees of SDRMA member agencies. Board terms are typically four years. A vacancy has arisen on the SDRMA Board, and SDRMA is soliciting applications from qualified individuals interested in serving out the remaining term of the vacant Board seat, which runs through December 31, 2025. The vacant Board seat will be filled by appointment by the remaining members of the SDRMA Board of Directors. It is anticipated the SDRMA Board will make the appointment and notify candidates on May 2nd and that the selected candidate will be seated at the June SDRMA Board meeting.

Applications materials are due to SDRMA by April 12, 2024, and must include a resolution from the governing body of the SDRMA member agency nominating one of its board members or a management employee for appointment to the SDRMA Board, along with a letter of interest and resume from the candidate.

**DISCUSSION**

General Manager Robert Housley is interested in applying to fill the vacant SDRMA Board position. Mr. Housley has served as the District's risk manager for 16 years, during which time he has worked closely with and has become familiar with SDRMA. Having a representative on the SDRMA Board will enable the District to have more influence on the setting of SDRMA policies and priorities.

The SDRMA Board of Directors meets seven to ten times annually, with an average of eight Board meetings per year. Meetings are typically held on the first Wednesday or Thursday of the month at SDRMA's offices in Sacramento and/or from designated conference locations. The average commitment time for an SDRMA Board member ranges from 15 to 20 hours per month.

**FISCAL IMPACT**

No fiscal impact. SDRMA incurs all travel expenses associated with the General Manager's attendance of SDRMA Board meetings and activities.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors adopt Resolution No. 2024-06 nominating Robert Housley as a candidate for appointment to the Special District Risk Management Authority Board of Directors.

**ATTACHMENTS:**

1. Proposed Resolution No. 2024-06
2. SDRMA Notice of Director Vacancy
3. SDRMA Application Packet



## RESOLUTION NO. 2024-06

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY NOMINATING ROBERT HOUSLEY AS A CANDIDATE FOR APPOINTMENT TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

The Board of Directors of the Midway City Sanitary District hereby finds, determines, declares, and resolves as follows:

**WHEREAS**, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

**WHEREAS**, the Midway City Sanitary District is a California Special District and an SDRMA member agency that participates in SDRMA's Property/Liability and Workers' Compensation Programs; and

**WHEREAS**, SDRMA is governed by a Board of Directors consisting of seven Board Members, who are elected at-large from SDRMA members; and

**WHEREAS**, due to a recent vacancy, SDRMA is seeking applications from qualified candidates seeking appointment to serve out the remaining term of the vacant seat, through December 31, 2025; and

**WHEREAS**, the Joint Powers Agreement and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

**WHEREAS**, the SDRMA Board of Directors adopted Board Policy 2023-05 establishing guidelines for Director elections and appointments, which includes the following requirements for candidate qualification:

- a. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee (as defined in Section 4.1) of a SDRMA member participating in both the Property/Liability and Workers' Compensation Programs.
- b. Candidates shall submit the following, by April 12, 2024:
  - a. A letter of interest; and

- b. A resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
- c. A resolution from, or a letter approved by the candidate's Governing Body nominating the candidate.

**WHEREAS**, the Board of Directors of the Midway City Sanitary District desires that the District take a more active role in SDRMA governance and wishes to nominate the District's General Manager, Robert Housley, to fill the vacant SDRMA Board position; and

**WHEREAS**, Robert Housley is uniquely qualified to serve on the SDRMA Board of Directors, having served as the District's risk manager for over 16 years.

**NOW, THEREFORE**, the Board of Directors of the Midway City Sanitary District hereby finds, determines, and resolves as follows:

1. The governing Board of Midway City Sanitary District nominates Robert Housley, its General Manager, as a candidate for the Board of Directors of the Special District Risk Management Authority.

2. The Board of Directors of Midway City Sanitary District has determined that Robert Housley is a management employee for purposes of SDRMA Election Policy 2023-05, Section 4.1.

3. The Board of Directors of Midway City Sanitary District further directs that a copy of this Resolution shall be delivered to SDRMA on or before the April 12, 2024, filing deadline.

**PASSED AND ADOPTED**, at a regular meeting of the Board of Directors of Midway City Sanitary District of Orange County, California, held this 19th day of March, 2024.

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Mark Nguyen, President

ATTEST:

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Andrew Nguyen, Secretary

**CERTIFICATION**

I, Andrew Nguyen, Secretary of the MIDWAY CITY SANITARY DISTRICT of Orange County, California, do hereby certify that the foregoing Resolution No. 2024-06 was duly adopted at a meeting of the Governing Board of said District held on the 19th day of March, 2024 by the following vote of the members of the Board:

AYES:  
NOES:  
ABSENT:

and I further certify that Mark Nguyen, as President, and Andrew Nguyen, as Secretary, signed and approved said Resolution No. 2024-06 on the 19th day of March, 2024.

\_\_\_\_\_  
Andrew Nguyen, Secretary

(District Seal)

\_\_\_\_\_  
**STATE OF CALIFORNIA            )**  
**) ss.**  
**COUNTY OF ORANGE            )**

I, Andrew Nguyen, Secretary of the Midway City Sanitary District of Orange County, California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2024-06 passed and adopted by the Board of Directors of said District at a meeting thereof held on the 19h day of March, 2024.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official Seal of said District this 19th day of March, 2024.

\_\_\_\_\_  
Andrew Nguyen, Secretary



January 26, 2024

Mr. Robert Housley  
General Manager  
Midway City Sanitary District  
14451 Cedarwood Avenue

Westminster, California 92683

NOTICE OF DIRECTOR VACANCY

Dear Mr. Housley:

On behalf of the SDRMA Board of Directors, I'm writing to notify members of a vacant Director's seat on SDRMA's Board of Directors effective December 23, 2023. The term of the current vacancy will expire on December 31, 2025 and will be filled by appointment of the Board of Directors based on an application and interview process.

The appointment will be based on the following procedures according to SDRMA Bylaws and Election/Appointment Policy No. 2023-05:

Candidate Qualifications

Interested candidates must be a Board member or a management employee (see Policy No. 2023-05, Section 4.1) and be an active member agency of both SDRMA's Property/Liability and Workers' Compensation Programs. Only one representative from any member agency may serve on the Board of Directors at one time. Member Districts/Agencies which already have representatives serving on the Board are:

Herlong Public Utility District  
Groveland Community Services District  
Honey Lake Valley Resource Conservation District  
Costa Mesa Sanitary District  
Kern Mosquito and Vector Control District  
Clovis Veterans Memorial District

These districts/agencies are not eligible to nominate another representative for the vacancy.

Candidate Documents and Information – Enclosed are candidate documents and information including a Board of Director fact sheet, sample resolution, Election/Appointment Policy No. 2023-05 and the 2024 Board Meeting Calendar.



*Maximizing Protection. Minimizing Risk.*

Application Packet

Candidates shall submit the following;

- a) A letter of interest; and
- b) A resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
- c) A resolution from, or a letter approved by the candidate's Governing Body nominating the candidate.
- d) Completed application packets must be received in SDRMA's office no later than 5:00 P.M. **April 12, 2024.**

Interview Process

- a) Qualified candidates who have submitted an approved application packet will be advised via email acknowledging the receipt of their application packet and confirming the date, time and location of their interview.
- b) Interviews will be conducted by SDRMA's Board of Directors on Wednesday, May 1, 2024 in Sacramento at SDRMA's office.

Selection

The Board of Directors anticipates making the selection and notifying candidates of the final selection on May 2, 2024. Candidates will be advised via email of the Board's selection. The selected candidate will be seated at the June Board Meeting.

SPECIAL NOTE: As a part of our normal election process, four Board seats will be up for election during 2025. One of the four seats up for election in 2025 is being filled by this appointment for a 19 month term. Therefore, whichever candidate is appointed by the Board, that Board member must then stand for election during the regular election process in 2025 and be successful in order to remain in that seat beyond December 31, 2025.

*SDRMA is governed by its members for the benefit of its members.* This is an important opportunity for our members to participate in their Risk Management Program. Please contact Management Analyst, Candice Richardson, at 800-537-7790 if you have any questions regarding the Board vacancy or the appointment process.

Sincerely,



Sandy Seifert-Raffelson, President  
Board of Directors

cc: SDRMA Board of Directors

# 2024 Application Packet Checklist



## SDRMA BOARD OF DIRECTORS

### APPLICATION GUIDELINES

Due to a vacancy on the SDRMA Board of Directors, the appointment of a replacement Director will be made by the remaining members of the SDRMA Board. The term of the current vacancy will expire on December 31, 2025 and will be filled by appointment based on an application and interview process. Eligible candidates are encouraged to apply for appointment.

**For your convenience we have enclosed the necessary application packet documents.** All required documents must be submitted to SDRMA via mail or email by **Friday, April 12, 2024**. Please contact Candice Richardson at 800-537-7790 if you have any questions regarding the Board vacancy or the appointment process.

- **SDRMA Board of Directors Fact Sheet:** This document reviews the Board of Directors' Roles and Responsibilities along with other important information.
- **Sample Resolution for Candidate Nomination:** A resolution of the Governing Body of the Agency nominating a candidate for the Special District Risk Management Authority Board of Directors.
- **SDRMA Election Policy No. 2023-05:** A Policy of the Board of Directors of the Special District Risk Management Authority establishing guidelines for Director elections.
- **2024 Adopted Board Meeting Schedule:** SDRMA's 2024 Board Meeting and Conferences Schedule.

Please complete and return all required documents via email to [crichardson@sdrma.org](mailto:crichardson@sdrma.org) or by mail:

SDRMA Election Committee  
Special District Risk Management Authority  
1112 "I" Street, Suite 300  
Sacramento, California 95814

## SDRMA BOARD OF DIRECTORS ROLE AND RESPONSIBILITIES

Special District Risk Management Authority (SDRMA) is a public entity Joint Powers Authority established to provide cost-effective property/liability, worker’s compensation, health benefit coverages and comprehensive risk management programs for special districts and other public agencies throughout California. SDRMA is governed by a Board of Directors elected from the membership by the programs’ members.

Number of Board Members	SDRMA Board of Directors consists of <b>seven Board Members</b> , who are elected at-large from members participating in both programs.
Board of Directors’ Role	SDRMA Board of Directors provide effective governance by supporting a unified vision, ensuring accountability, and setting direction based on SDRMA’s mission and purpose, as well as establishing and approving policy to ensure SDRMA meets its obligations and commitment to its members.
Board of Directors’ Responsibilities	Board Member responsibilities include a commitment to: serve as a part of a unified governance body; govern within Board of Directors’ policies, standards and ethics; commit the time and energy to be effective; represent and make policy decisions for the benefit, and in the best interest, of all SDRMA members; support collective decisions; communicate as a cohesive Board of Directors with a common vision and voice; and, operate with the highest standards of integrity and trust.
One Seat Open	Elections for Directors are staggered and held every two years, four seats during one election and three seats in the following election. Due to a recent vacancy, one seat is up to serve the remaining balance of the unexpired term.
Term of Directors	Directors are elected to <b>four-year terms</b> . The term for this current vacancy will end on December 31, 2025.
Board Member Travel Reimbursement	Board Members are reimbursed for reasonable travel and lodging in accordance with SDRMA Board Ordinance No. 2022-01 and applicable laws and are allowed to claim a stipend of \$235 per meeting day or for each day’s service rendered as a Member of the Board.
Number of Meetings per Year	The Board meets from <b>seven to ten times annually</b> with an average of eight board meetings per year. Generally, the Board does not meet more than one meeting per month.
Meeting Location	SDRMA office in Sacramento, CA and at two conference locations.
Meeting Dates	Typically the first Wednesday and Thursday of the month.
Meeting Starting Times	Meetings are typically held <b>2:00 to 5:00 p.m. Wednesday</b> and <b>8:00 to 10:00 a.m. Thursday</b> .
Meeting Length	Meetings are <b>four to six hours</b> on average.
Average Time Commitment	Commitment per month ranges from <b>15 to 20 hours</b> .

*“The mission of Special District Risk Management Authority is to provide excellent risk financing and risk management services through a financially sound pool to California public agencies, delivered in a timely and responsive cost-efficient manner.”*

**A RESOLUTION OF THE [GOVERNING BODY] OF THE [AGENCY NAME]  
NOMINATING [CANDIDATE'S NAME] AS A CANDIDATE FOR ELECTION TO THE  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

**WHEREAS**, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

**WHEREAS**, the Joint Powers Agreement and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

**WHEREAS**, the Board of Directors of SDRMA established procedures and guidelines for the Director Election process; and

**WHEREAS**, the SDRMA Board of Directors adopted Board Policy 2023-05, which includes the following requirements for candidate qualification:

- a. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee (as defined in Section 4.1) of a SDRMA member participating in both the Property/Liability and Workers' Compensation Programs.
- b. Candidates shall submit the following, by April 12, 2024:
  - a. A letter of interest; and
  - b. A resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
  - c. A resolution from, or a letter approved by the candidate's Governing Body nominating the candidate.

**NOW THEREFORE, BE IT RESOLVED**, the Board of Directors of the Special District Risk Management Authority hereby finds, determines, and resolves as follows:

1. The governing body of [AGENCY NAME] nominates [CANDIDATE'S NAME], its [POSITION TITLE], as a candidate for the Board of Directors of the Special District Risk Management Authority.
2. **ADD ONLY IF CANDIDATE IS NOT A MEMBER OF THE AGENCY'S GOVERNING BODY**

The [GOVERNING BODY] of [AGENCY NAME] has determined that [CANDIDATE'S NAME] is a management employee for purposes of SDRMA Election Policy 2023-05, Section 4.1.

3. The [GOVERNING BODY] of [AGENCY NAME] further directs that a copy of this



Resolution No. \_\_\_\_\_

Resolution shall be delivered to SDRMA on or before the April 12, 2024 filing deadline.

**PASSED, APPROVED, and ADOPTED**, by the [GOVERNING BODY] of [AGENCY NAME], on this [DAY] day of [MONTH], [YEAR], by the following roll call vote:

Ayes:

Noes:

Abstained:

Absent:

APPROVED:

ATTESTED:

\_\_\_\_\_  
President/Governing Body

\_\_\_\_\_  
Administrator/Secretary

*No seal*

**A POLICY OF THE BOARD OF DIRECTORS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY ESTABLISHING GUIDELINES FOR DIRECTOR ELECTIONS, DIRECTOR APPOINTMENTS, AND CREATION OF A SUPERVISING ELECTION COMMITTEE**

WHEREAS, SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) is a joint powers authority, created pursuant to Section 6500, et. seq. of the California Government Code; and

WHEREAS, the Board of Directors recognizes that it is in the best interest of the Authority and its members to adopt a written policy for conducting the business of the Board; and

WHEREAS, establishing guidelines for Director elections and appointments will help ensure a process that is consistent for all nominees and candidates, will promote active participation by SDRMA members in the election/appointment process, and will help ensure election/appointment of the most qualified candidate(s); and

WHEREAS, the Bylaws provide the Board with the option of conducting the election using a mail-in ballot process; and

WHEREAS, the Board of Directors of SDRMA has an overriding and compelling interest in ensuring the accuracy of the election/appointment process of its Board members through the creation of an election committee;

NOW, THEREFORE, it is the policy of the Board of Directors of SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, until such policy shall have been amended or rescinded, that the following procedures shall be followed when conducting Director elections or filling a Director vacancy by appointment:

**1.0. Election Schedule**

- 1.1. Not later than the first Board meeting of each election year, the Board of Directors shall approve an election schedule based on the following criteria and time frames.

**2.0. Election Committee**

- 2.1. The Board of Directors herein establishes an election committee with the following composition, duties and responsibilities; The five (5) members of the Election Committee shall include two (2) presently sitting members of the Board of Directors of SDRMA whose seats are not up for election, the Management Analyst & Clerk of the Board of Directors of SDRMA, and the SDRMA Chief Financial Officer. The General

Counsel for SDRMA shall also sit as a member of the Election Committee with the additional obligation of providing legal advice to the balance of the Committee as legal questions may arise.

### 3.0. Member Notification of Election

- 3.1. Authority staff shall provide emailed notification, of an election for the Board of Directors, to all member agencies during January of each election year. Such notification shall be provided a minimum of ninety (90) days prior to the distribution of ballots and shall include (1) where to locate election documents in MemberPlus; (2) the number of Director seats to be filled by election; and (3) a summary of nomination/election deadline dates.

### 4.0. Qualifications

- 4.1. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee of an SDRMA member participating in both the Property/Liability and Workers' Compensation Programs. To qualify as a "management employee," the candidate must be a management-level (as determined by the Governing Body) employee whose wages are reported to the IRS on a "W-2" form. Only one (1) representative from any Member may serve on the Board of Directors at the same time. [Per Bylaws, Article II, (2) (b)]
- 4.2. Each nominated candidate must submit a properly completed "Statement of Qualifications" (required form attached) with an original wet signature (electronic signatures are not acceptable) on or before the filing deadline in May in order for the candidate's name to be placed on the official ballot. A candidate shall provide responses to all questions on the candidate's "Statement of Qualifications". Each nominated candidate's "Statement of Qualifications" must be filed in SDRMA's office on or before the aforementioned deadline by (1) personal delivery; (2) U.S. mail; or (3) courier. To assure the Statement of Qualifications has affixed the candidate's original wet signature, the Statement of Qualifications may not be delivered by electronic mail. When ballots are provided to the membership, each candidate's "Statement of Qualifications" form will be available to the membership exactly as submitted by the candidate to SDRMA. However, any attachments submitted by the candidate(s) with the Statement of Qualifications will not be provided by SDRMA with the ballots to any members.
- 4.3. If a nominated candidate elects not to use the provided form "Statement of Qualifications," and prepares instead the candidate's own completed form, the candidate's form must include the title "Statement of Qualifications" and contain exactly all information required and requested by the provided form.

NOTE: The candidate's "Statement of Qualifications" form must be submitted as a part of the nominating process. When ballots are made available to the membership, each candidate's "Statement of Qualifications" form will be distributed "exactly as submitted" to SDRMA, except that any attachments submitted by the candidate will not be sent to any SDRMA members.

- 4.4. A candidate who does not submit a Candidate's Statement of Qualifications that complies with Section 4.2 or 4.3 will be disqualified by the SDRMA Election Committee.
- 4.5. A qualified candidate currently serving on the CSDA board of directors must, if elected to the SDRMA board of directors, immediately resign his or her seat on the CSDA board. [Per Memorandum of Understanding, Alliance Executive Council, 9/20/2001.] Such resignation must occur prior to the meeting at which the director-elect takes his or her seat on the SDRMA board.

#### 5.0. Nominating Procedure

- 5.1. Candidates seeking election or reelection must be nominated by action of their respective Governing Body. Only one (1) candidate may be nominated per member agency and one (1) candidate shall not represent more than one (1) member agency. A resolution from the candidate's district/agency Governing Body nominating the candidate must be received by the Authority on or before the scheduled date in May. (A sample of the resolution is enclosed). Actual receipt by the Authority on or before the scheduled deadline date in May is required. The resolution nominating the candidate may be hand-delivered to the Authority or sent by U.S. mail or emailed to SDRMA. In the event a candidate is nominated by two (2) or more member agencies, he or she shall represent the member agency whose nominating resolution is first received by the Authority. The other member agency or agencies that nominated the candidate shall be entitled to select a replacement nominee as long as a resolution nominating the replacement is received by the Authority prior to the scheduled deadline date.
- 5.2. A member may not nominate a candidate unless that member is participating in both the Property/Liability and Workers' Compensation Programs and is in "good standing" on the date the nominations are due. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 5.3. No earlier than the day after the deadline for receipt of nominations, the Election Committee, as hereinabove defined and comprised, shall review all nominations received from members, and will reject any nominations that do not meet all of the qualifications specified and set forth in this policy. The Election Committee's decisions regarding the qualification of nominees are final. Following the Election Committee's review of all nominations, the Election Committee shall direct that a ballot be prepared

stating and listing all of the qualified nominees. The ballot of qualified nominees shall be provided to the membership for election via MemberPlus as described below.

- 5.4. Upon verification or rejection of each nominee by the Election Committee, staff will email acknowledgment to both the nominee and the district/agency of its acceptance or rejection as a qualified nominee for election.
- 5.5. A nominee requesting that his/her nomination be withdrawn prior to the election, shall submit such requests in writing to SDRMA's office a minimum of three (3) days prior to the scheduled date for posting the ballots. After that date, all qualified nominees' names shall appear on the ballot provided to the membership.

#### 6.0. Terms of Directors

- 6.1. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year. [Per Bylaws, Article II, (3), paragraph 1].

#### 7.0. Campaigning

- 7.1. SDRMA staff will publish via MemberPlus each qualified candidate's "Statement of Qualifications", "exactly as submitted" by the candidate with the ballots to the membership.
- 7.2. Candidates, at their own expense, may distribute additional information to member agency(s) after the ballots have been published and prior to the election.
- 7.3. SDRMA staff is prohibited from actively promoting a candidate or participating in the election process while on Authority premises.
- 7.4. SDRMA staff may provide member information, mailing lists, financial reports or operational data and information, that is normally available through the Public Records Act, to candidates to assist them in their research and campaigning. In addition to obtaining such information under the Public Records Act, candidates may request SDRMA staff prepare mailing labels for the distribution of campaign materials to member agencies. Under existing policy, charges will apply for this service. The SDRMA logo is trademarked for use by SDRMA only. Neither the logo, nor any other Trademark of SDRMA may be used in any campaign literature. No campaign literature is to imply support of any candidate by SDRMA.

- 7.5. SDRMA election documents for the membership, including ballots and candidates' "Statement of Qualifications", shall be made available via MemberPlus upon sending out an e-blast announcement via email.

#### 8.0. Limitations on Campaigning

- 8.1. As used in this section the following terms have the following meanings:

"Campaign Activity" means any activity that expressly advocates the election or defeat of a candidate or provides direct support to a candidate for his or her candidacy. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, or the use of a Candidate's Member Agency email address, for campaign purposes or the use of public resources to nominate a candidate or vote in any Board of Directors election.

"Candidate" means an individual who has been nominated by the Member Agency to have his or her name listed on the ballot for election to the Board of Directors.

"Expenditure" means a payment of Member Agency funds that is used for communications that expressly advocate the election or defeat of a clearly identified candidate. "Expenditure" does not include the use of public funds to nominate a candidate or vote in any Board of Directors election.

"Public resources" means any property or asset owned by the Member Agency, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and Member Agency-compensated time. "Public resources" does not include a Candidate's use of his/her Member Agency's email address to send information relating to his/her candidacy.

- 8.2. An officer, official, employee, or consultant of a Member Agency may not expend or authorize the expenditure of any of the funds of the Member Agency to support or oppose the election or defeat of a candidate for the Board of Directors.
- 8.3. No officer, official, employee, or consultant of a Member Agency shall use or permit others to use public resources for campaign activity. A Candidate's use of his/her Member Agency email address to send information relating to his/her candidacy shall be considered minimal and incidental.
- 8.4. At any time during an election campaign, if a Member Agency or its officers, officials, employees or consultants violate this section, that Member Agency shall be ineligible to nominate a candidate for the Board of Directors election in which the violation occurred. Any candidate of an offending Member Agency shall be deemed to have

withdrawn his or her candidacy. Prior to declaring a Member Agency ineligible to nominate a candidate or a specific candidate's candidacy withdrawn, the Elections Committee shall hold a hearing to determine whether or not a violation of this section occurred. The hearing shall be conducted pursuant to reasonable procedures that the Elections Committee shall prescribe, provided that the affected Member Agency or candidate shall have an opportunity to dispute the violation. At the conclusion of the hearing, the Elections Committee shall determine by a majority vote whether the violation occurred.

## **9.0. Balloting**

- 9.1. A ballot containing nominees for the Board of Directors, accepted and approved by the Election Committee, shall be made available to each SDRMA member agency via MemberPlus, except as provided in Section 9.2 below, no less than sixty (60) days prior to the deadline for receiving ballots and the closing date for voting. Ballots shall show the date and time the ballots must be received in SDRMA's office.
- 9.2. In the event that the number of qualified/approved nominees is equal to or less than the number of director seats up for election, the distribution of the ballots as outlined in Section 9.1 shall be waived. In this event, the election committee shall inform the Board of Directors of these facts and the Board of Directors shall, at a regular or special meeting, appoint all qualified nominee(s) to the Board. If one or more seats on the Board remain open, the Board of Directors shall fill those seats pursuant to the process set forth for the filling of vacancies in Section 11.0.
- 9.3. Only those qualified nominees approved by the Election Committee will be eligible candidates on the ballot. Write-in candidates shall not be accepted.
- 9.4. It is required that the Governing Body of each member vote on behalf of their agency at a public meeting and the ballot **MUST** be signed by an authorized agency official.
- 9.5. A member may not vote unless the member was a member of the Authority in "good standing" on or before the nomination due date for the pending election. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 9.6. A member may cast only one (1) vote for the same candidate. By way of example, if there are four (4) candidates on the ballot, a member may not cast two (2) to four (4) votes for any single candidate. Any ballot casting more than one (1) vote for the same candidate will be considered void.

- 9.7. A member may vote by using the official ballot provided by SDRMA, or a copy of SDRMA's original ballot, or a reasonable duplicate prepared by the member agency. Whichever of the three foregoing formats is used, the ballot must contain an original wet or electronic signature and confirmation that the ballot was approved at a public meeting of the agency's Governing Body. Ballots submitted without an original wet or electronic signature and/or without confirmation that the form of the ballot was approved at a public meeting of the agency's Governing Body will be considered void.
- 9.8. Ballots may be returned using either hand-delivered or mailed in ballots - faxed or e-mailed ballots will not be accepted. Mailed in ballots must be addressed to, and hand-delivered ballots must be delivered to, the Special District Risk Management Authority office presently located at 1112 I Street, Suite 300, Sacramento, California 95814-2865.
- 9.9. Any ballot received after the specified deadline will not be counted and will be considered void.

#### 10.0. Election Results

- 10.1. All ballots will be tabulated at SDRMA's office only after the deadline for receiving ballots. Ballots will be tabulated by SDRMA's Election Committee, no more than five (5) days after the closing deadline. Candidates receiving the highest number of votes shall be declared the elected director(s).
- 10.2. In the event of a tie, a coin toss shall be used to determine the elected director. The coin toss shall be conducted by the Election Committee at the time and place of the conclusion of counting ballots.
- PROCEDURE: In the event more than two (2) candidates tie, the coin toss shall be between two (2) candidates at a time based on the order in which their name appeared on the ballot This process shall be repeated, as needed, in cases where there are more than two (2) candidates.
- 10.3. Excluding tie votes, within five (5) days after the ballots tabulated Authority staff shall advise the candidates and their respective agency via email of the final election results. Copies of the results shall also be emailed/distributed to SDRMA's Board of Directors, staff and consultants and published in the first available CSDA newsletter.
- 10.4. If a director-elect withdraws after the election or fails to accept the Director seat prior to December 31, the Board shall name a new director-elect by going back to the ballots and awarding the seat to the candidate receiving the next highest number of votes during the election.



10.5. Staff shall invite newly elected director(s) to attend the last Board meeting of the year after confirmation of election results. Director(s) elect will be reimbursed for expenses, except for director stipends, in accordance with approved director reimbursement policy (copy of policy shall be provided to newly elected directors).

10.6. A member or candidate dissatisfied with the election result may, within ten (10) days after the ballots are opened and tabulated, file with the Authority a written challenge and appeal. The challenge and appeal must clearly set forth the complaint and any and all facts in support of the challenge and appeal. Within ten (10) days after the ballots are opened and tabulated, the challenge and appeal shall be delivered and received by the Authority. Within five (5) days of receipt of the challenge and appeal, the Authority shall deliver the same to the Election Committee for decision. The Election Committee shall have absolute authority for deciding the challenge and appeal. Notice of the decision of the Election Committee shall be provided to the party filing the challenge and appeal within ten (10) days.

#### 11.0. Director Vacancy

11.1. If a director vacancy(s) occurs (Note 1), appointment of a replacement director for the balance of the unexpired term will be made by the remaining members of the SDRMA Board. In order to accomplish this in an orderly and consistent manner, when a vacancy(s) of an elected Director(s) occurs, the SDRMA Board of Directors, after discussion and consideration, shall, when deemed appropriate, instruct staff to:

- a) notify all then member entities via email that a vacancy has occurred; and
- b) said notice shall refer to the applicable Article in the By-laws in advising member entities and their eligible candidates of the steps to take to apply for appointment; and
- c) the SDRMA Board shall establish the closing date for the receipt of applications; and
- d) candidates shall submit the following, by the date specified in the notice:
  - i) a letter of interest; and
  - ii) a resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
  - iii) a resolution from, or a letter approved by, the candidate's Governing Body nominating the candidate; and
- e) the Election Committee shall review all applications received, and shall reject any that do not meet all of the qualifications specified and set forth in this policy; and
- f) upon verification or rejection of each application by the Election Committee, staff will email acknowledgement to both the applicant and the district/agency of its acceptance or rejection of the applicant as a qualified candidate for appointment; and
- g) candidates shall be interviewed at the next regularly scheduled meeting of the SDRMA Board of Directors following the date of closure for the applications.  
Interviews shall be in person, or if an unforeseen emergency arises, the interview may

be by telephone or via Zoom or an alternative at the same scheduled time; and  
h) the SDRMA Board shall make the appointment without undue delay, but need not act at the same meeting.

Note 1: If the Director vacancy occurs within nine (9) months after the date the ballots were counted and certified by the Election Committee or within nine (9) months after a candidate was appointed to fill a vacancy, then the Board shall have the option to interview and appoint the candidate(s) who did not receive sufficient votes to be elected OR to interview and appoint from the pool of candidates from 11.1.g) above. If the Director vacancy occurs in an election year after the Notification of Election is sent to the members, the Board may determine to fill the vacancy by appointing the candidate who receives the next highest number of votes in the election. If the Board determines in its sole discretion that none of these options is appropriate, then staff shall be instructed to proceed with the process described above in steps 11.1 a) to h).

11.2 The appointment process set forth in this section 11.0 shall also be followed in the event open seats remain at the conclusion of any regular election of Board members [see Section 9.2].

Revised and adopted this 1<sup>st</sup> day of November, 2023 by the Board of Directors of Special District Risk Management Authority, at a regular meeting thereof.

This Policy No. 2023-05 supersedes Policy No. 2022-06 and all other policies inconsistent herewith.

APPROVED:

ATTEST:

  
Sandy Seifert-Raffelson, President  
Board of Directors

  
Brian Kelley  
Chief Executive Officer

# 2024 SDRMA Meeting Calendar



Adopted as of November 1, 2023

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30/31

APRIL						
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14	15	16	17	18	19	20
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28	29	30				

MAY						
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26	27	28	29	30	31	

JUNE						
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23	24	25	26	27	28	29/30

JULY						
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28	29	30	31			

AUGUST						
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SEPTEMBER						
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29	30					

OCTOBER						
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27	28	29	30	31		

NOVEMBER						
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24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**SDRMA Board Meetings**

**Special Events/Conferences**

- 2/20-23 PARMA Annual Conference
- 3/26 SDRMA Spring Education Day
- 5/21-22 CSDA Legislative Days
- 6/6-9 PRIMA Annual Conference
- 9/9-12 CSDA Annual Conference
- 9/10-13 CAJPA Annual Conference

**Holiday - Office Closed**

- 1/1 New Year's Day
- 1/15 Martin Luther King Day
- 2/19 President's Day
- 5/27 Memorial Day
- 6/19 Juneteenth
- 7/4 Independence Day
- 9/2 Labor Day
- 11/11 Veterans Day
- 11/28-29 Thanksgiving
- 12/24 Christmas Eve
- 12/25 Christmas
- 12/31 New Year's Eve

AGENDA ITEM #8D

Date: March 19, 2024  
To: Board of Directors  
From: James H. Eggart, General Counsel  
Prepared by: James H. Eggart, General Counsel  
Subject: Resolution No. 2024-07

A Resolution of the Board of Directors of the Midway City Sanitary District of Orange County, California, Ratifying and Implementing Changes to the Compensation of the General Manager

**BACKGROUND**

Pursuant to Government Code Section 54957(b)(1), the Board of Directors convened in closed session on February 6, 2024 and March 5, 2024 for the purpose of conducting the annual performance evaluation of the General Manager, an unrepresented employee, in accordance with Section 4 of the General Manager Employment Agreement, dated March 8, 2023 (“Employment Agreement”). Following completion of the annual performance evaluation of the General Manager during closed session on March 5, 2024, the City Council reconvened in open session and by minute action unanimously voted as follows: In recognition of exceptional job performance during the performance period under review:

- (1) Effective March 8, 2024, the General Manager’s current annual base salary shall be increased to \$210,000; and
- (2) The District’s General Counsel is directed to prepare a resolution ratifying this minute action for Board of Director approval at the regular meeting of the Board on March 19, 2024.

**DISCUSSION**

Section 5(B) of the Employment Agreement provides that increases in the General Manager’s annual base salary may be effective at any time in the sole discretion of the District Board. Section 5(B) of the Employment Agreement further provides that salary increases approved by the District Board do not require amendment to the Employment Agreement to be effective, and any increases in the General Manager’s annual base salary may be set forth in an annual salary resolution or minute action approved by the District Board and ratified by resolution.

As required by the terms of the General Manager Employment Agreement, and pursuant to Government Code Section 36506, by adopting the proposed Resolution (Attachment 1) the Board of Directors hereby ratifies the minute action taken by the Board during open session on March 5, 2024 to approve and authorize an increase in the General Manager’s current annual base salary from \$195,000 to \$210,000, effective March 8, 2024. The recommendations set forth herein serve

as final action to change the salary and compensation of the General Manager, as previously directed by the Board of Directors.

### Required Oral Report

Government Code Section 54953(c)(3) requires the governing bodies of local agencies to “orally report a summary of a recommendation” for salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives before taking a final vote. The summary of the recommendation must be made “during the open meeting in which the final action is to be taken.” In accordance with this State law requirement, prior to the Board taking final action to approve the proposed Resolution ratifying and implementing changes to the General Manager’s compensation, General Counsel will make the required oral report in accordance with Government Code Section 54953(c)(3).

### **FISCAL IMPACT**

Approval of the proposed Resolution will increase the General Manager’s base salary by \$15,000 per year, from \$195,000 to \$210,000.

### **STAFF RECOMMENDATION**

General Counsel recommends that the Board of Directors (1) receive an oral report providing a summary of proposed changes to the compensation of the General Manager, and (2) adopt the proposed Resolution ratifying and implementing changes to the compensation of the General Manager.

### **ATTACHMENTS:**

1. Proposed Resolution Ratifying and Implementing Changes to the Compensation of the General Manager

## RESOLUTION NO. 2024-07

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY RATIFYING AND IMPLEMENTING CHANGES TO THE COMPENSATION OF THE GENERAL MANAGER

The Board of Directors of the Midway City Sanitary District hereby finds, determines, declares, and resolves as follows:

**WHEREAS**, pursuant to Government Code Section 54957(b)(1), the Board of Directors convened in closed session on February 6, 2024 and March 5, 2024, for the purpose of conducting the annual performance evaluation of the General Manager, an unrepresented employee, in accordance with Section 4 of the General Manager Employment Agreement, dated March 8, 2023, ("Employment Agreement"); and

**WHEREAS**, Section 5(B) of the Employment Agreement provides that increases in the City Manager's annual base salary may be effective at any time in the sole discretion of the Board; and

**WHEREAS**, Section 5(B) of the Employment Agreement further provides that salary increases approved by the Board of Directors do not require amendment to the Employment Agreement to be effective, and any increases in the General Manager's annual base salary may be set forth in an annual salary resolution or minute action approved by the Board of Directors and ratified by resolution at a regularly scheduled meeting of the Board; and

**WHEREAS**, following completion of the annual performance evaluation of the General Manager during closed session on March 5, 2024, the Board of Directors reconvened in open session and by minute action unanimously voted as follows: in recognition of exceptional job performance during the performance period under review, (1) to approve and authorize an increase of the General Manager's current annual base salary to \$210,000, effective March 8, 2024; (2) to direct the District's General Counsel to prepare a resolution ratifying this minute action for final approval and ratification by the Board of Directors during open session at its regularly scheduled Board meeting to be held on March 19, 2024; and

**WHEREAS**, pursuant to the terms of the Employment Agreement, and pursuant to Government Code Section 36506, the Board of Directors hereby ratifies and implements the minute actions taken by the Board of Directors during open session on March 5, 2024, to change the salary and compensation of the

General Manager.

**NOW, THEREFORE**, the Board of Directors of the Midway City Sanitary District resolves as follows:

Section 1: The above recitals are true and correct and incorporated herein by reference.

Section 2: Effective March 8, 2024, the General Manager's current annual base salary shall be increased from \$195,000 to \$210,000.

Section 3: This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED**, at a regular meeting of the Board of Directors of Midway City Sanitary District of Orange County, California, held this 19th day of March, 2024.

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Mark Nguyen, President

ATTEST:

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Andrew Nguyen, Secretary

**CERTIFICATION**

I, Andrew Nguyen, Secretary of the MIDWAY CITY SANITARY DISTRICT of Orange County, California, do hereby certify that the foregoing Resolution No. 2024-07 was duly adopted at a meeting of the Governing Board of said District held on the 19th day of March, 2024 by the following vote of the members of the Board:

AYES:  
NOES:  
ABSENT:

and I further certify that Mark Nguyen, as President, and Andrew Nguyen, as Secretary, signed and approved said Resolution No. 2024-07 on the 19th day of March, 2024.

\_\_\_\_\_  
Andrew Nguyen, Secretary

(District Seal)

\_\_\_\_\_  
**STATE OF CALIFORNIA**        )  
  ) **ss.**  
**COUNTY OF ORANGE**        )

I, Andrew Nguyen, Secretary of the Midway City Sanitary District of Orange County, California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2024-07 passed and adopted by the Board of Directors of said District at a meeting thereof held on the 19th day of March, 2024.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official Seal of said District this 19th day of March, 2024.

\_\_\_\_\_  
Andrew Nguyen, Secretary