

Agenda Item: 8A



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, CSDM, General Manager *SP*

SUBJECT: Adopt a Resolution Approving a Professional Services Agreement with LG Sonic for Two Years of Lake Angela Ultrasonic Algae Removal System Equipment and Monitoring for a Not to Exceed Amount of \$67,690, and Amending the Fiscal Year 2025-2026 Budget

RECOMMENDATION

Adopt a Resolution Approving a Professional Services Agreement with LG Sonic for two years of Lake Angela ultrasonic algae removal system equipment and monitoring for a not to exceed amount of \$67,690, and increasing the Fiscal Year 2025-2026 Budget expenditures by \$24,638.

BACKGROUND

The Donner Summit Public Utility District (DSPUD) manages an 18-acre drinking water reservoir, Lake Angela, which has been experiencing significant algae growth during the late summer months. This algae makes water treatment challenging, leading to substantial waste of time, water, chemicals, and energy during the treatment process. Furthermore, the increased algal load causes additional wear on the water treatment plant equipment, reducing its overall lifespan. Notable algal blooms occurred in 2009, 2015, 2016, 2022, and 2024.

In 2009, the nuisance alga identified was *Chlorella* sp., a micro-green alga commonly found in high-elevation lakes that thrives in low concentrations of inorganic nitrogen, soluble reactive phosphorus, and various minerals. The lake also contained *Oocystis* sp., *Navicula*, *Cocconeis*, and *Cyclotella*. Importantly, none of these species produce toxins.

At the January 2025 Board meeting, the Board approved a one-year agreement with LG Sonic to install an MPC-Buoy in the lake to help control algae. The Board opted for a rent-to-own approach, intending to evaluate the buoy's performance at the end of the first summer before deciding whether to continue its use for an additional two years. The initial one-year agreement includes installation and removal, monthly rental payments, and remote monitoring during the first season.

As the MPC-Buoy has been removed from the lake for winter, a new agreement with LG Sonic will be necessary if the District wishes to use the buoy next year.

DISCUSSION

Objective data indicates that the buoy has been successful at significantly reducing the amount of algae in the water treatment plant influent water. While it is too early to calculate the actual cost savings, we can quantify the change in the volume of wastewater treatment plant influent, and the reduction in the turbidity of the water treatment plant influent. The tables below summarize the data, showing that the volume of wastewater treatment plant influent has

decreased by 45% (8 million gallons (MG)), and the turbidity of the water treatment plant influent has decreased by 67%.

Table 1 – Wastewater Treatment Plant Influent

Month	Volume (MG)			Reduction (%)
	2024	2025	Difference	
July	4.4333	2.9932	(1.4401)	(32%)
August	4.4847	2.6720	(1.8127)	(40%)
September	4.3087	2.4942	(1.8145)	(42%)
October	4.5490	1.6108	(2.9382)	(64%)
<i>Total</i>	<i>17.7757</i>	<i>9.7702</i>	<i>(8.0055)</i>	<i>(45%)</i>

Table 2 – Drinking Water Treatment Plan Influent Turbidity

Month	Turbidity (NTU)			Reduction (%)
	2024	2025	Difference	
July	1.8	0.5	(1.3)	(72%)
August	2.5	1.4	(1.1)	(44%)
September	3.4	1.1	(2.3)	(68%)
October	3.4	0.6	(2.8)	(82%)
<i>Average</i>	<i>2.8</i>	<i>0.9</i>	<i>(1.9)</i>	<i>(67%)</i>

The staff report presented to the Board in January estimated that the buoy would save approximately \$130,000, or 13 MG of treated water, during the first year. Using the same methodology, staff estimates that the cost savings due to the reduced volume of water used for backwashing and flushing is \$86,000. This is a conservative estimate because it does not account for reduced chemical and energy usage for the water delivered to customers, it only estimates the cost savings due to reduced water usage. The actual savings are likely higher.

Staff believes the buoy has been very effective and recommends continuing the agreement with LG Sonic for the remaining two years of the proposal. The cost for the next two years is summarized below.

Year	Cost
Two (10/25-10/26)	\$ 38,765 plus tax
Three (10/26 to 10/27)	\$ 24,200 plus tax
<i>Three-Year Total</i>	<i>\$ 62,965 plus tax</i>

Second year costs include:

Item	Cost
MPC-Buoy payment (5 months)	\$ 20,565
One year of interactive algae control	\$ 6,450
SIM card	\$ 350
Spring installation (2026)	\$ 5,800
Sensor calibration	\$ 5,600
<i>Total</i>	<i>\$ 38,765 plus tax</i>

Third year costs include:

<i>Item</i>	<i>Cost</i>
One year of interactive algae control	\$ 6,450
SIM card	\$ 350
Winter removal (2026)	\$ 5,800
Spring installation (2027)	\$ 5,800
Winter removal (2027)	\$ 5,800
<i>Total</i>	<i>\$ 24,200 plus tax</i>

Annual costs beyond June 30, 2027 will need to be negotiated before this new agreement expires.

FISCAL IMPACT

The Fiscal Year 2025-2026 Operating Budget included \$66,000 for this equipment and service. A payment of \$48,965 was already made this fiscal year for the first year services. This first year payment was budgeted during Fiscal Year 2024-2025 but not paid until the following fiscal year. Because this payment was recorded against this fiscal year's budget rather than last year's, a budget increase is needed to fund the second year cost of \$41,673 (\$38,765 plus tax). A budget increase of \$24,638 is required to fund the second year cost, calculated as \$66,000 - \$48,965 - \$41,673 = \$24,638. This will reduce the Fiscal Year 2025-2026 year end projected unrestricted cash balance from \$130,242 to \$105,604.

If the agreement is approved, the Fiscal Year 2026-2027 budget will need to include the third year costs of \$24,200.

CEQA ASSESSMENT

This project is exempt per CEQA Section 15301 Existing Facilities, maintenance of existing water supply reservoirs; and Section 15311 Accessory Structures, placement of seasonal or temporary use items.

ATTACHMENTS

1. Professional Services Agreement
2. Budget Amendment No. 2
3. Resolution 2025-18

**AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND LG SONIC
FOR THE PROVISION OF PROFESSIONAL SERVICES**

INTRODUCTION

WHEREAS, Donner Summit Public Utility District (hereinafter referred to as "District") has the need for the PROFESSIONAL services of LG Sonic (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District those services and work set forth in **Attachment A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from November 19, 2025 to December 31, 2027 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees and work described in Attachment B which are performed by Contractor at the District's request.

B. Travel and per diem. District shall ~~not~~ only reimburse Contractor for the travel expenses as identified in Attachment B ~~and per diem.~~

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed \$67,690 Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, at achieved milestones, an itemized statement of all hours spent by Contractor in performing services and work described in **Attachment A**, which were done at the District's request. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement, the District shall make payment to Contractor within fifteen (15) days.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. PREVAILING WAGES.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

8. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the District. Notwithstanding any other provision to the contrary, Contractor will retain all right, title and interest, including without limitation all intellectual property rights in and to (a) Contractor's designs, tools, methodologies, programs, proprietary software, software frameworks, source code, specifications; and (b) third-party works or products that Contractor has acquired the rights to use or derivative works or modifications to the same.

9. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. Donner Summit Public Utility District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

10. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

11. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in **Attachment A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

12. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the negligent performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any negligent claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

Notwithstanding any provision to the contrary, neither party shall be responsible or liable to the other for special, indirect, or consequential damages. The total aggregate liability of the Contractor to the District for any and all claims whatsoever arising out of this Agreement shall not exceed the total applicable insurance proceeds paid to Contractor by its insurers up to \$4,000,000.

13. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

14. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

19. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the applicable federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

20. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person

who, during the term of this Agreement, ~~has had an adverse or conflicting interest with the District, or who has been~~ was an adverse party in litigation with the District, and concerning such litigation, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

24. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

25. ARBITRATION OF DISPUTES

Any dispute arising between the Contractor and District shall be resolved by binding arbitration in accordance with the rules of JAMS or Code of Civil Procedure §1280, et seq. and in accordance with the following provisions:

The arbitrator shall be empowered to order the losing party in the arbitration to reimburse the prevailing party for all expenses incurred in connection with the arbitration, including without limitation the arbitrator's fees and reasonable attorney fees and costs.

Contractor acknowledges the following regarding arbitration:

- A. The parties are waiving their right to a jury trial and to seek remedies available in court proceedings with the understanding and acknowledgement that the parties may seek injunctive relief from a court of competent jurisdiction should the need arise from any issue or claims arising from this contract;
- B. Pre-arbitration discovery is generally more limited than and different from court proceedings;
- C. The arbitrator's award is not required to include factual findings or legal reasoning; and
- D. Any party's right to appeal or to seek modification of the award is strictly limited and that the award is final and binding on the parties.

By signing this Agreement, Contractor acknowledges that such binding arbitration may deprive them of various rights that they otherwise might have in a legal action, including without limitation the right to a jury trial, the right to appeal, and full discovery rights.

26. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

27. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Attn: Steven Palmer
Address: PO Box 610
City, State, Zip Soda Springs, CA 95728

Contractor: LG Sonic

Name: Greg Eiffert
Address: 1326 New Seneca Turnpike, A-2
City, State, Zip Skaneateles, NY 13152

28. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 18th DAY OF November, 2025.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

LG SONIC

By: Steven Palmer, General Manager

PRINT NAME

By: _____

PRINT NAME

SIGNATURE

SIGNATURE

Dated: _____

Dated: _____

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DONNER SUMMIT PUBLIC UTILITY DISTRICT
Attn: Steven Palmer
Address: PO Box 610
City, State, Zip Soda Springs, CA 95728

Contractor: LG Sonic
Name: ~~Greg E. Effert~~ Text.
Address: 201 Lackawanna Ave, Suite 222
City, State, Zip Scranton, PA 18503

*Address Change
SoE*

*1326 New Seneca Turnpike A-2
Scranton, NY 13152*

28. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

SoE

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ___ DAY OF _____, 2025.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

LG SONIC

By: Steven Palmer, General Manager

PRINT NAME

By: *Greg E. Effert*

PRINT NAME

SIGNATURE

[Signature]

SIGNATURE

Dated: _____

Dated: *11/9/25*



ATTACHMENT A

**AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND LG SONIC
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: NOVEMBER 19, 2025 TO: DECEMBER 31, 2027

SCOPE OF WORK

The work performed through this contract agreement will be coordinated through General Manager Steven Palmer. Scope of work is described in the attached proposal and email dated January 16, 2025. Scope of work for this agreement is Year Two and Year Three tasks.

ATTACHMENT B

**AGREEMENT BETWEEN
 DONNER SUMMIT PUBLIC UTILITY DISTRICT
 AND LG SONIC
 FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: NOVEMBER 19, 2025 TO: DECEMBER 31, 2027

SCHEDULE OF FEES

Schedule of fees is described in the attached proposal and email dated January 16, 2025, excluding the shed build.

The annual costs are shown in the table below and described.

<i>Year</i>	<i>Cost</i>
One (4/25-10/25)	Completed
Two (10/25-10/26)	\$ 38,765 plus tax
Three (10/26 to 10/27)	\$ 24,200 plus tax
<i>Three-Year Total</i>	<i>\$ 62,965 plus tax</i>

Second year costs include:

<i>Item</i>	<i>Cost</i>
MPC-Buoy payment (5 months)	\$ 20,565
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<i>Total</i>	<i>\$ 38,765 plus tax</i>

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<i>Item</i>	<i>Cost</i>
One year of interactive algae control	\$ 6,450
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Spring installation (2027)	\$ 5,800
Winter removal (2027)	\$ 5,800
<i>Total</i>	<i>\$ 24,200 plus tax</i>

ATTACHMENT C

**AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND LG SONIC
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: NOVEMBER 19, 2025 to DECEMBER 31, 2027

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel and per diem costs will not be paid for by the District. The District will only pay for items identified in Attachment B – Schedule of Fees

ATTACHMENT D
AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND LG SONIC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: NOVEMBER 19, 2025 to DECEMBER 31, 2027

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

~~If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.~~

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 12 19 04-13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the District.**

Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) ~~five (5)~~ years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) ~~five (5)~~ years after completion of contract work.

Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require ~~complete~~, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the applicable requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

~~District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.~~

Donner Summit Public Utility District
 Budget Amendment Form
 Fiscal Year 2025/2026
 Amendment No. 2

Date: 11/18/2025
 Requested by: Steven Palmer
 Source: Operating Fund

Department	Account	Description	Amount	Current Budget	Revised Budget
Expenses					
<i>Water Professional Services</i>					
	30	5035 Ultrasonic Buoy Rental and Service	\$ 24,638.00	\$ 66,000.00	\$ 90,638
			\$ 24,638.00		
			<i>Subtotal Expenses</i>	\$ 24,638.00	
Revenue					
				\$ -	-
				\$ -	-
			<i>Subtotal Revenue</i>	\$ -	
			Total	\$ (24,638.00)	

Board Approval Date: _____ Resolution 2025-18; November 18, 2025

Signature: _____
 General Manager

RESOLUTION NO. 2025-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LG SONIC IN THE AMOUNT OF \$67,690 FOR TWO YEARS OF LAKE ANGELA ULTRASONIC ALGAE REMOVAL SYSTEM EQUIPMENT AND MONITORING

WHEREAS, Donner Summit Public Utility District (DSPUD) desires to continue the professional services to provide ultrasonic algae removal at Lake Angela; and

WHEREAS, LG Sonic has provided a proposal to provide the desired professional services for two years year for a not to exceed amount of \$67,690; and

WHEREAS, this expense is necessary to protect the quality of drinking water but was not fully included in the current year operating budget due to carryover expenses from the prior fiscal year; and

WHEREAS, a budget amendment is necessary to increase funding from reserves by \$24,638.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the Professional Services Agreement with LG Sonic for ultrasonic algae removal system equipment and monitoring in the amount of \$67,690 is approved and the General Manager is authorized to execute the Professional Services Agreement.

BE IT FURTHER RESOLVED that a budget amendment is approved to increase funding from reserves to water department by \$24,638.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 18th day of November 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Dawn Parkhurst
Secretary of the Board