

A G E N D A

**SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
WEDNESDAY – DECEMBER 9, 2015 - 8:30 A.M.
SAN RAFAEL CITY HALL
1400 FIFTH AVENUE –CONFERENCE ROOM 201
SAN RAFAEL, CALIFORNIA 94901**

Members of the public may speak on Agenda items.

1. OPEN PERIOD

Opportunity for the public to address the Board on items not on the agenda.
(Presentations are generally limited to 2 minutes.)

2. MINUTES OF THE MEETING

Request approval as submitted – November 23, 2015.

3. PAYMENTS

Request approval as submitted.

4. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

California Government Code Section 54956.9(d)(1)

Name of Case: Postelle v. SRSD, JMB Construction, et al.

Marin County Superior Court, Case No. SMC 15-10629

5. OLD BUSINESS

a. Consider changing current Board meeting schedule.

6. NEW BUSINESS

a. Adopt resolution authorizing District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for inspection related services for various projects.

b. Review Budget Status Report for the period 7-1-15 through 9-30-15.

7. INFORMATIONAL ITEMS

a. Website Transparency Audit letter from Marin County Civil Grand Jury, dated 10-29-15.

8. ADJOURNMENT

The next scheduled meeting is Wednesday, January 13, 2016.

**SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
November 23, 2015**

Special Meeting

City of San Rafael
Conference Room 201
1400 Fifth Avenue
San Rafael, CA 94901

The meeting was called to order at 10:05 A.M. by Chairman Phillips.

Attendance Board:	Gary O. Phillips, Chairman Maribeth Bushey, Secretary/Director Katie Rice, Director
Attendance Staff:	Doris Toy, District Manager/District Engineer Cynthia Hernandez, District Secretary
Attendance Others:	Mark Moses, Finance Director, City of San Rafael Jason Dow, General Manager, CMSA

- 1. **OPEN PERIOD** - No persons were present to address the Board.
- 2. **MINUTES OF OCTOBER 5, 2015.**

MOTION by Director Bushey, seconded by Director Rice, to approve the minutes of the October 5, 2015, meeting as presented.

AYES: Director Bushey, Director Rice, Chairman Phillips
NOES: None
ABSENT: None *Motion Carried*

3. PAYMENTS

MOTION by Director Bushey, seconded by Director Rice, to approve the payments for October 2015 in the amount of \$1,219,141.83 for maintenance and operation of the District and for capital improvements.

AYES: Director Bushey, Director Rice, Chairman Phillips
NOES: None
ABSENT: None *Motion Carried*

4. OLD BUSINESS

a. Discussion on pension and OPEB liability. (Mark Moses)

District Manager Toy reported that when this matter was previously discussed at the September Board meeting, the Board had requested to see a graph that would provide more detail on the payoff of the pension and OPEB liability. She also reported that she had requested Mark Moses to provide this information and that he was in attendance to make the presentation. Mr. Moses then reported that the information being presented had been provided by MCERA. He reported that the top graph on the chart shows the status of the plan as a whole from 2014 through 2034. He also reported that in 2014, the plan was approximately 72% funded, and in 2030-31 the plan will be approaching 100% financing. He also reported that this information was based on the actuarial assumptions that were in place at the time it was provided and that this data is updated each year and tends to fluctuate. Chairman Phillips then reported that this document reflects the change in the rate of return, currently shown as 7.25%, and incorporates the updated information on mortality. It was also noted that the information in the document pertains to all of MCERA, of which the City has a share, and that SRSD is a subset of the City. Next, Mr. Moses reported that the bottom graph reflects the deposit rates, which includes Safety, and that the City only passes on the Miscellaneous rate to SRSD. He also reported that the employer contribution rate will drop off around the year 2030, which is about the time that the 100% funding will occur. The graphs documented that the MCERA rates are high due to fact that the City is still paying off the 2009 loss of amortization and has 16 years of amortization remaining on the unfunded liability.

5. NEW BUSINESS

a. Consent for boundary change of 91 Glenside Way (APN 179-261-72) for the detachment from the San Rafael Sanitation District and annexation into the Las Gallinas Valley Sanitary District.

District Manager Toy reported that 91 Glenside Way is located in the Rafael Meadows/Los Ranchitos neighborhood, which is on the border between the Las Gallinas Valley Sanitary District (LGVSD) and SRSD. She also reported that 91 Glenside Way was originally in the LGVSD and was on a septic system until a mudslide occurred in 1995 which caused the septic system to fail. She then reported that because LGVSD did not have a sewer system in that vicinity, the owner of 91 Glenside Way decided to annex to SRSD in order to tie into the sewer system, which required the sewage from the property to be pumped uphill. Next, Manager Toy reported that the new owners of this property want to remodel their home and would like to remove the pump and connect to the new sewer main in the LGVSD, which would allow their sewage to flow by gravity. She also reported that this would require the owners to detach from SRSD and to annex to LGVSD. She then recommended that the Board approve this action.

MOTION by Director Bushey, seconded by Director Rice, to grant consent for boundary change of 91 Glenside Way (APN 179-261-72) for the detachment from the San Rafael Sanitation District and annexation into the Las Gallinas Valley Sanitary District.

AYES: Director Bushey, Director Rice, Chairman Phillips

NOES: None

ABSENT: None

Motion Carried

- b. Adopt resolution to summarily vacate a 10-foot sanitary sewer easement at 83 Summit Avenue, APN 009-052-09, San Rafael, California.**

District Manager Toy reported that according to a record map from 1946 there is a 10-foot wide sewer easement over 83 Summit Avenue which has never been used. She also reported that this property was recently purchased and that the owner had requested the District to vacate this easement because she would like to remodel her home (demolish and reconstruct). Manager Toy then reviewed a drawing showing the location of the property, the sewer easement, and the sewer main in Summit Avenue. She reported that because this property is located at the end of the sewer main and because it is surrounded by water, she did not foresee any future need for this easement. After some discussion, the Board concluded that this easement would be of no future benefit to the District.

MOTION by Director Rice, seconded by Director Bushey, to adopt the resolution to summarily vacate a 10-foot sanitary sewer easement at 83 Summit Avenue, APN 009-052-09, San Rafael, California.

AYES: Director Bushey, Director Rice, Chairman Phillips

NOES: None

ABSENT: None

Motion Carried

- c. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with WorkSmart Automation, Inc., for additional programming related services for the Glenwood Pump Station Improvement Project for an additional amount of \$6,750.**

District Manager Toy reported that at the October 5, 2015, Board meeting, the Board had authorized her to enter into a Professional Services Agreement with WorkSmart Automation to perform programming work for the Glenwood Pump Station Project, which is currently underway. She then reported that this agreement did not include the programming for the Supervisory Control Data Acquisition (SCADA) system because it had not yet been installed. Next, Manager Toy reported that the SCADA system had now been installed and that WorkSmart had submitted a proposal to do the programming for the SCADA system at the Glenwood Pump Station for an additional \$6,750.

MOTION by Director Bushey, seconded by Director Rice, to adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with WorkSmart Automation, Inc., for additional programming related services for the Glenwood Pump Station Improvement Project for an additional amount of \$6,750.

AYES: Director Bushey, Director Rice, Chairman Phillips

NOES: None

ABSENT: None

Motion Carried

d. Consider changing current Board meeting schedule.

After some discussion, the Board decided to change the current Board meeting schedule to the second Wednesday of the month at 8:30 A.M.

6. INFORMATIONAL ITEMS.

a. Report on San Francisco Bay Regional Water Quality Control Board inspection.

District Manager Toy reported that three people from the San Francisco Bay Regional Water Quality Control Board came to meet with District staff on October 26th from approximately 9:00 A.M. to 3:00 P.M. She reported that they mainly reviewed the District's response to the Wastewater Collection System Inspection Checklist (included in the Board packet). She also reported that she had provided the Regional Board with the completed Checklist and supporting documents prior to their visit. Manager Toy then reported that it would take approximately a month to receive the Regional Board's final report, but it appeared that the District was doing okay. She also reported that it was helpful that the District had just completed its Pump Station Overflow Emergency Response Plan, which had been prepared by Nute Engineering.

b. Report on claim from 15 Gloucester Cove.

District Manager Toy reported that 15 Gloucester Cove is located next door to the Cayes Main Pump Station, which the District had just finished rehabilitating as part of the Cayes Main Pump Station & Catalina Force Main Improvement Project. She reported that the property owner had previously filed a claim against the District in July of 2015 and was claiming that the vibrations from the project had caused her fence to lean over and her deck to pull away from the house. She also reported that both the fence panels and the posts already had a lot of dry rot when the project began. Next, Manager Toy reported that both the District and the contractor had previously rejected the property owner's claim. She also reported that because the District did not know whether the vibrations from the project had caused any of these problems, the contractor had offered to move the deck back into place and to brace up the fence. She then reported that the owner

had rejected this offer and requested a new fence. Next, Manager Toy reported that because both the District and the contractor had previously rejected the property owner's claim, the owner decided to take this matter to Small Claims Court. She reported that prior to the Court appearance on November 13th, District staff had submitted background information for the judge (a Declaration Statement), including pictures showing the poor condition of the fence. She also reported that staff had submitted pictures showing the condition of another fence that was located behind the pump station (where most of the construction work had taken place), which was in great shape and had no damages. Manager Toy then reported that the District would receive a written decision from the judge, which could involve a prorated settlement.

7. ADJOURNMENT

There being no further business to come before the Board, the meeting of November 23, 2015, was adjourned at 10:39 A.M. The next meeting of the San Rafael Sanitation District was scheduled for Wednesday, December 9, 2015, at 8:30 A.M. at San Rafael City Hall.

Respectfully submitted,

Maribeth Bushey, Recording Secretary

ATTEST THIS 9th DAY OF DECEMBER 2015

Gary O. Phillips, Chairman

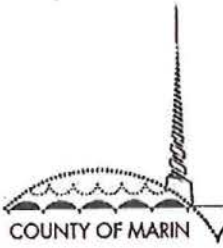
**SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
November 1, 2015 - November 30, 2015**

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
AMERICAN SPECIALTY OFFICE PRODUCTS	Office Supplies - numbered file labels	100	2133	Office & shop supplies	\$ 63.57
AMERICAN SPECIALTY OFFICE PRODUCTS	Office Supplies - numbered file labels	100	2133	Office & shop supplies	\$ 63.57
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 10/21/15	200	2021	Uniforms	\$ 107.93
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 10/28/15	200	2021	Uniforms	\$ 108.53
AT&T MOBILE	Telephone Service - cell phones service from 9/04/15-10/03/15	100	2534	Telephone service	\$ 673.38
CAL ASSOC. OF SANITATION AGENCIES	Memberships - CASA dues for 2016	100	2131	Memberships and subscriptions	\$ 8,320.00
CALIFORNIA DIESEL & POWER	Pump Stations - troubleshoot automatic switch at Peacock	200	2359	Maint- pump sta's & force mains	\$ 651.00
CALIFORNIA DIESEL & POWER	Pump Stations - troubleshoot & replace block heater at Simms	200	2359	Maint- pump sta's & force mains	\$ 1,582.72
CORRPRO INC	Cathodic Protection - renovation project stage 2, progress payment #2	300	4145	Cathodic Protection (10 Yr)	\$ 150,589.94
CRATUS INC.	Sun Valley - sewer replacement project phase1, progress payment #1	300	4309	Sun Valley-Calif, Humbolt, Nevada	\$ 353,581.50
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - chemicals for pump stations 10/16/15	200	2106	Odor control chemicals	\$ 8,089.78
GHILOTTI BROS.	Collection System - reimbursement for repair of mismarked sewer main at 10 Margarita Drive	200	2360	O&M - collection systems	\$ 4,120.00
GRAINGER	Pump Stations - light bulbs	200	2359	Maint- pump sta's & force mains	\$ 10.09
JDH CORROSION CONSULTANTS INC	Cathodic Protection - renovation project stage 2, from 3/20/15-10/23/15	300	4145	Cathodic Protection (10 Yr)	\$ 13,350.00
JMB CONSTRUCTION, INC.	Cayes Pump Station - improvement project, releasing 5% retention	300	4143	Cayes Pump Station (10 Yr)	\$ 101,312.58
JMB CONSTRUCTION, INC.	Cayes Pump Station - Progress Payment #11	300	4143	Cayes Pump Station (10 Yr)	\$ 475.00
MAHER ACCOUNTANCY	Accounting Services - October	100	2717	Accounting services	\$ 3,600.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Rd from 8/15/15-10/14/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Dr from 8/11/15-10/08/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Bl from 8/14/15-10/13/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - Andersen Dr from 8/11/15-10/08/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - Castro Av from 8/13/15-10/12/15	200	2536	Water utility costs	\$ 212.40
MARIN MUNICIPAL WATER DIS	Water - Catalina Bl from 8/13/15-10/12/15	200	2536	Water utility costs	\$ 32.88
MARIN MUNICIPAL WATER DIS	Water - E Francisco Bl from 8/13/15-10/12/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - E Francisco Bl from 8/14/15-10/13/15	200	2536	Water utility costs	\$ 101.55
MARIN MUNICIPAL WATER DIS	Water - Montecito Rd from 8/14/15-10/13/15	200	2536	Water utility costs	\$ 23.81
MARIN MUNICIPAL WATER DIS	Water - N San Pedro Rd from 8/15/15-10/14/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr from 8/15/15-10/14/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - Pt San Pedro Rd from 8/14/15-10/13/15	200	2536	Water utility costs	\$ 23.81
MARIN MUNICIPAL WATER DIS	Water - Riviera Dr from 8/15/15-10/14/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - Simms St from 8/11/15-10/08/15	200	2536	Water utility costs	\$ 21.53
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave from 8/11/15-10/08/15	200	2536	Water utility costs	\$ 25.27
NUTE ENGINEERING	Consulting Services - plan review services from 9/1/15-9/30/15	100	2325	Consulting services	\$ 1,974.00
NUTE ENGINEERING	Consulting Services - revise standard specs services from 9/1/15-9/30/15	100	2325	Consulting services	\$ 376.00
NUTE ENGINEERING	Glenwood - sewer improvement services from 9/1/15-9/30/15	300	4146	Glenwood Pump Station (10Yr)	\$ 10,826.50
NUTE ENGINEERING	Lincoln Ave - construction review services from 9/1/15-9/30/15	300	4318	Lincoln Ave, Paloma/Mission 80	\$ 10,452.50
NUTE ENGINEERING	Lincoln Ave - construction review services from 9/1/15-9/30/15	300	4319	Lincoln Ave, Prospect/Paloma 80	\$ 1,262.00
NUTE ENGINEERING	Pump Station - overflow emergency response plan review services from 9/1/15-9/30/15	200	2359	Maint- pump sta's & force mains	\$ 6,841.18
NUTE ENGINEERING	Sun Valley - construction review services from 9/1/15-9/30/15	300	4309	Sun Valley-Calif, Humbolt, Nevada	\$ 12,326.00
NUTE ENGINEERING	Warner Court - sewer improvement services from 9/1/15-9/30/15	300	4313	Warner Ct., Woodland (80yr)	\$ 562.25
PERIN - BATTERIES PLUS	Pump Stations - battery for dialer	200	2359	Maint- pump sta's & force mains	\$ 14.15
PG&E	Power - service for pump stations 9/10/15-10/09/15	200	2535	Electric utility costs	\$ 10,475.22
PUMP REPAIR SERVICE CO	Pump Stations - repair pump at Loch Lomond	200	2359	Maint- pump sta's & force mains	\$ 13,886.88
ROY'S SEWER SERVICE INC	Sun Valley - CCTV inspection on K street	300	4309	Sun Valley-Calif, Humbolt, Nevada	\$ 1,020.00
ROY'S SEWER SERVICE INC	Pump Stations - cleaned West Railroad wet well	200	2359	Maint- pump sta's & force mains	\$ 1,800.00
TIFCO INDUSTRIES	Office & Shop Supplies - duct tape	200	2133	Office & shop supplies	\$ 73.78

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
 November 1, 2015 - November 30, 2015

<i>Vendor/Payee</i>	<i>Memo</i>	<i>Class</i>	<i>Acct #</i>	<i>Account Name</i>	<i>Amount</i>
VAVRINEK, TRINE, DAY & CO	Consulting Services - September auditing services	100	2325	Consulting services	\$ 5,400.00
WORKSMART AUTOMATION, INC	Vehicle & Equipment Acquisitions - programming and configuration services	100	4830	Vehicle equipment & acquisition	\$ 10,056.00
Total					\$ 734,659.54

4.a.



OFFICE OF THE
COUNTY COUNSEL

December 7, 2015

Steven M. Woodside
COUNTY COUNSEL

Jack F. Govi
ASSISTANT COUNTY COUNSEL

Renee Giacomini Brewer
SUPERVISING DEPUTY

Board of Directors
San Rafael Sanitation District
P.O. Box 151560
San Rafael, CA 94915-1560

Re: Closed Session – Existing Litigation

Mari-Ann G. Rivers
David L. Zaltsman
Michele Keno
Patrick M. K. Richardson
Stephen R. Raab
Steven M. Perl
Sheila Shah Lichtblau
Edward J. Kiernan
Jessica Mills Sutherland
Brian C. Cose
Jenna J. Brady
Valorie R. Boughey

Dear Directors,

I request that you conduct a closed session, during your regular meeting on December 9th, 2015, to discuss pending litigation involving the San Rafael Sanitation District. In my opinion, public discussion of this matter would prejudice your position.

The specific reason and the legal authority for the closed session is Government Code Section 54956.9(d)(1). The title of the case or adjudicatory proceeding is *Postelle v. San Rafael Sanitation District (SRSD), JMB, et al.* and the tribunal before which it is pending is the Marin County Superior Court – Small Claims (Case No. SMC-15-10629).

DEPUTIES

Jeanine Michaels
ADMINISTRATIVE ASSISTANT

The agenda description should read as follows:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

California Government Code Section 54956.9(d)(1).


Name of Case: *Postelle v. SRSD, JMB Construction, et al.*; Marin County Superior Court, Case No. SMC 15-10629

Marin County Civic Center
3501 Civic Center Drive
Suite 275
San Rafael, CA 94903
415 473 6117 T
415 473 3796 F
415 473 2226 TTY
www.marincounty.org/cl

Respectfully submitted,

Jack F. Govi
Assistant County Counsel

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.a.

DATE: December 9, 2015
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer 
SUBJECT: Consider Changing Current Board Meeting Schedule

Summary

At the November 23rd Board meeting, the Board decided to change the current Board meeting schedule to the second Wednesday of the month at 8:30 A.M. Later, it was discovered that one of the Board members has a scheduling conflict.

Staff checked on the schedules for the three Board members and found a couple of options that the Board can choose from for the regular Board meeting schedule:

- First Thursday of the month at 3:30 P.M. (with exception of March); or
- Second Thursday of the month at 3:30 P.M. (with the exception of January).

Action Required

The Board is requested to set a new Board meeting schedule.

6.a.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 6.a.

DATE: December 9, 2015
TO: San Rafael Sanitation District Board of Directors
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Park Engineering for Inspection Related Services for Various Projects

RECOMMENDATION:

Adopt Resolution Authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for inspection related services for various projects.

BACKGROUND:

At the present, the District has two capital improvement projects in construction—the Sun Valley Sewer Replacement Project, Phase I, and the Glenwood Pump Station Improvement Project. The Sun Valley project consists of abandoning the existing sewer main located in the front yards of the homes on one side of the street (Nevada Street, Humboldt Street, and California Avenue) and installing a new sewer main near the center of the street. The sewer laterals that connect to the existing sewer main in the front yards will need to be extended into the new sewer main in the street. The contractor will be working in the front yards of the homes. Therefore, this project will require that a lot of the District’s attention be given to the public.

The Glenwood Pump Station project consists of replacing the pump station with one that will have submersible pumps with larger capacities, adding a third pump in a separate wet well, and raising the site to a level that is above the flood elevation.

In addition to the District’s capital projects, the District is also involved in the development of the subdivision for the Village at Loch Lomond Marina, since its sewer main, force main, and pump station will be the District’s to own and maintain. The force main and sewer main have been installed, and the laterals are being installed as each section of the subdivision is built. The pump station has been designed, and we are in the submittal process with the developer’s contractor and engineers. The construction of the pump station is scheduled to begin in January.

At the present, our construction inspector is inspecting the Glenwood Pump Station project and the Village at Loch Lomond Marina in addition to his regular duties, i.e. inspecting private lateral repairs and marking and locating the District’s sewer facilities for

Underground Service Alert (USA). USA is an organization that links the excavation community and the owners of underground lines. It receives planned excavation reports from both public and private excavators and transmits those reports to participating members of USA, such as SRSD. If the excavation is in the vicinity of the District's facilities, staff will locate and mark our facilities on site.

Since our inspector is busy with the above work and the District had some budget remaining with Nute Engineering, I had asked Nute to assist our engineer with part-time inspection on the Sun Valley project for the past couple of months. However, Nute's inspector is also working on a project for another agency that requires more attention than anticipated. In addition, our inspector will be taking a 1-month vacation in January.

ANALYSIS:

Staff has asked Park Engineering to submit a proposal for part-time construction inspection from December through March 2016 (when the Sun Valley project will be completed), with the exception of January 2016, which is when the District will require full-time assistance because our inspector will be on vacation. During the month of January, District staff will also assist in inspection if required. Park Engineering proposes to perform the inspection related services on a time-and-materials basis in the amount of \$47,871.

Currently, the City of San Rafael Public Works Department has a contract with Park Engineering for construction management and inspection services for various projects, including the H Street Roadway Improvement Project, which is the shared project between the District and the City for the replacement of the sewer and storm drain facilities and the repaving of the roadway. Both District and City staff have been satisfied with Park Engineering's services.

FISCAL IMPACT:

Park Engineering's cost for inspection services in the amount of \$47,871 will be funded out of the FY 2015-16 Budget for the 80-Year Life-Cycle Sewer Replacement Fund and the Pump Station & Force Main Capital Improvement Fund.

Proposed Funding Source:

80-Year Life-Cycle Sewer Replacement	\$ 39,000
<u>Pump Station & Force Main Capital Improvement</u>	<u>\$ 9,000</u>
Total Funding	\$ 48,000

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for inspection related services for various projects.

Attachment: Resolution
Professional Services Agreement
Proposal from Consultant, Exhibit "A"

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 15-1125

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
PARK ENGINEERING, INC., FOR INSPECTION RELATED SERVICES
FOR VARIOUS PROJECTS
FOR AN AMOUNT NOT TO EXCEED \$47,871**

**THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT,
COUNTY OF MARIN, hereby resolves as follows:**

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with Park Engineering, Inc., for inspection related services to for various projects, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 9th day of December, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chairman

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR INSPECTION RELATED SERVICES
FOR VARIOUS PROJECTS**

This Agreement is made and entered into this 9th day of December, 2015, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and PARK ENGINEERING, INC. (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected PARK ENGINEERING, INC., to perform the required construction inspection related services for various projects (hereinafter "PROJECT"); and

WHEREAS, the CONSULTANT has offered to render certain specialized professional services in connection with this Project.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

DISTRICT and CONSULTANT have outlined the scope of services to be provided, and related expenses as described in Exhibit "A" attached and incorporated herein.

2. PROJECT COORDINATION

A. DISTRICT. The District Manager/District Engineer shall be the representative of the DISTRICT for all purposes under this Agreement. The Senior Civil Engineer is hereby designated as the PROJECT MANAGER for the DISTRICT, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. JAEMIN PARK is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as a Construction Inspection Consultant to provide services outlined in the Proposal from CONSULTANT dated November 24, 2015, marked Exhibit "A", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work as required by the District.

4. DUTIES OF THE DISTRICT

DISTRICT shall perform the duties as described and incorporated herein.

5. COMPENSATION

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT on a time and materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed the \$47,871.52 as shown on the Proposal Budget, set out in Exhibit "A".

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT.

6. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution until the Project is complete.

7. TERMINATION

A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all DISTRICT documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to DISTRICT as soon as possible, but not later than thirty (30) days after termination.

8. OWNERSHIP OF DOCUMENTS

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement shall be the sole property of DISTRICT. DISTRICT may use said property for any purpose, including projects not contemplated by this Agreement.

9. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to DISTRICT, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with DISTRICT or its agent in any such audit or inspection.

10. ASSIGNABILITY

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

11. INSURANCE

A. During the term of this Agreement, CONSULTANT shall maintain, at no expense to DISTRICT, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence and \$2,000,000 aggregate for death, bodily injury, personal injury, or property damage;

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence;

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

B. The insurance coverage required of the CONSULTANT by Section 11. A., shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by DISTRICT and shall not call upon DISTRICT's insurance or coverage for any contribution;

2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury;

3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the DISTRICT, its officers, agents, and employees as additionally named insureds under the policies;

4. CONSULTANT shall provide to PROJECT MANAGER, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming DISTRICT, its officers, agents and employees, as additional insureds under the policies;

5. The insurance policies shall provide that the insurance carrier shall not cancel or terminate said insurance policies except upon thirty (30) days written notice to DISTRICT's PROJECT MANAGER;

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years as long as the insurance is reasonably affordable and available;

7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement;

8. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the County Counsel.

C. If it employs any person, CONSULTANT shall maintain Workers' Compensation and Employer's Liability Insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and DISTRICT against all liability for injuries to CONSULTANT's officers and employees.

D. Any deductibles or self-insured retentions exceeding \$20,000 in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and the County Counsel. At District's option, the deductibles or self-insured retentions with respect to DISTRICT shall be reduced or eliminated to DISTRICT's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees, and defense expenses.

12. INDEMNIFICATION

CONSULTANT shall indemnify, release, and hold harmless DISTRICT, its officers, and employees against any claim, demand, suit, judgment, loss, liability, or expense of any kind, including attorney's fees, arising out of or resulting in any way from any negligent acts or omissions or negligence of CONSULTANT or CONSULTANT's officers, agents, and employees in the performance of their duties and obligations under this Agreement.

13. NONDISCRIMINATION

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

14. COMPLIANCE WITH ALL LAWS

CONSULTANT shall use due professional care to observe and comply with all applicable Federal, State and local laws, ordinances, codes, and regulations in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations.

15. NO THIRD PARTY BENEFICIARIES

DISTRICT and CONSULTANT do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

16. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery or, if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO DISTRICT: Ms. Karen Chew, P.E. (Project Manager)
San Rafael Sanitation District
111 Morphew Street
P.O. Box 151560
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Jaemin Park, P.E. (President)
Park Engineering, Inc.
372 Village Square
Orinda, CA 94563

17. INDEPENDENT CONSULTANT

For the purposes and for the duration of this Agreement, CONSULTANT, its officers, agents, and employees shall act in the capacity of an Independent Contractor, and not as employees of the DISTRICT. CONSULTANT and DISTRICT expressly intend and agree that the status of CONSULTANT, its officers, agents, and employees be that of an Independent Contractor and not that of an employee of DISTRICT.

18. ENTIRE AGREEMENT -- AMENDMENTS

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the DISTRICT.

C. No other agreement, promise, or statement, written or oral, relating to the subject matter of this Agreement shall be valid or binding except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the CONSULTANT and the DISTRICT.

E. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

19. SET-OFF AGAINST DEBTS

CONSULTANT agrees that DISTRICT may deduct from any payment due to CONSULTANT under this Agreement any monies which CONSULTANT owes DISTRICT under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks, or other amounts.

20. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any ordinance, law, or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law, or regulation or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, or covenant of this Agreement or any applicable law, ordinance, or regulation.

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all State and Federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is 46-3675877, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

Doris Toy, P.E.
District Manager/District Engineer

PARK ENGINEERING, INC.

ATTEST:

By: _____
Jaemin Park, P.E.

Cynthia Hernandez
District Secretary

Title: _____

APPROVED AS TO FORM:

Jack F. Govi
Assistant County Counsel



EXHIBIT A

November 24, 2015

Ms. Doris Toy, P.E.
Director of San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

Subject: Inspection Services

Dear Doris,

Park Engineering, Inc. is pleased to submit this proposal to perform inspection services to the City of San Rafael Sanitation District to support various construction projects and inspection needs. I appreciate the opportunity to work with the District on these projects.

Danielle White will support the District on an as-needed basis, about 20 hours per week, as determined by the District. She will report directly to you or your designated representative and perform the inspection duties as requested. Danielle has worked in the construction industry in multiple capacities for 13 years. She started her career in heavy civil and structural construction. She has provided construction management for buildings, infrastructure and public works construction projects. Included is Danielle's resume and a fee schedule for your review.

My role will be to manage the contract with the District and to ensure that Danielle has the necessary tools to complete the requested assignment.

If there are any questions, or if any additional information is needed, please contact me at 925-818-3756.

Sincerely,

A handwritten signature in black ink that reads "Jaemin Park". The signature is written in a cursive, flowing style.

Jaemin Park, P.E.
President

DANIELLE WHITE, CONSTRUCTION INSPECTOR**Years of Experience**

13

Education

B.S. Construction Management, California State University, Chico, 2004

Key Qualifications

Danielle has worked in the construction industry in multiple capacities for 13 years. She started her career in heavy civil and structural construction. She has provided construction management for buildings, infrastructure and public works construction projects. Most recently, Danielle was a project manager for a concrete subcontractor for various infrastructure and structural projects. Her responsibilities have included field inspection, job cost management, procurement, project coordination and project close out. She has a strong working knowledge of Caltrans Construction Manual and contract administration procedures.

Representative Project Experience

- **City of Orinda 2014 Street Rehabilitation Project , Public Works & Engineering Department, Orinda**
Danielle provided field engineering and inspection for this \$1.4 million project, which consisted of a combination of pavement rehabilitation -slurry seals, full depth reclamation, and milling/hot mix asphalt overlay; including base failure repairs minor drainage improvements, and installing traffic striping and pavement markings. Danielle's duties consisted of inspecting the work for conformance with the contract plans and specifications, documenting construction progress and monitoring for contract compliance, tracking monthly quantities and preparing monthly invoices for the City's approval, assisting with managing project correspondence, submittals and requests for information, coordinating materials testing for quality assurance, reviewing and verifying labor compliance with certified payroll reviews and project personnel interviews. Danielle was the first contact with the public on the jobsite and represented the City with handling day-to-day public relations and outreach.
- **Mission Bay Development, San Francisco, CA**
Danielle provided construction management for projects associated with updating infrastructure for the reclaimed Mission Bay area of San Francisco in support of development projects. Projects included street improvements, sewer mains & pump station maintenance, water mains & services, storm drains, dry utilities, signals and intersections, grading, and paving. Danielle managed project bids, estimates, schedules, meetings, project documentation and field evaluations on behalf of the Land Developer. She also managed trade contractors' on-line monthly compliance and payment documentation distribution. Additional responsibilities included compiling and completing Material Purchase Orders, coordinating with public utilities for project acceptance, and managing contract close out documents and public turn-over.
- **Various Concrete Construction Projects, San Francisco Bay Area**
Project Manager for concrete subcontractor for various projects that included Kaiser Oakland, Intel, San Leandro Sports Complex, and Honda of Concord. In that capacity, Danielle coordinated and maintained project schedules for multiple projects simultaneously. Responsibilities included maintaining budgets, project controls, estimates, change orders, trade contracts, and monthly compliance documents; evaluating field issues and documenting requests for information; reviewing shop drawings and submittals for scope and accuracy; and coordinating closeout documentation. Danielle also consulted on public works qualification, documentation and compliance requirements.

- **DeYoung Museum, San Francisco, CA**
Project Engineer for the \$135 million project to construct a new fine arts museum in Golden Gate Park. The 293,000 square foot museum features exhibit galleries, café, museum store, and a 14-story observation tower that offers panoramic views of the bay Area. Danielle's responsibilities included reviewing shop drawings and submittals for scope and accuracy, evaluating field issues and documenting requests for information, coordinating and documenting change orders for subcontractors and Owner, maintaining and organizing project documentation including updating plans and specifications, and coordinating closeout documents.
- **Condominium Project, San Francisco, CA**
Project Engineer for the construction of a 12-story live/work condominium project across from AT&T Ballpark. Responsibilities included reviewing shop drawings and submittals, evaluating field conditions, document control including RFIs, change orders and shop drawings, and closeout documents.
- **Bureau of Reclamation, Tracy, CA**
Danielle provided field Inspections, surveying, drafting, and research for Bureau projects.



City of San Rafael Sanitation District
Inspection Services
Various Projects
December 2015

Position	Hourly Rate	OT Rate	DT Rate	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Hours	Cost
Danielle White, Inspector	\$116.19	\$174.29	\$232.39	88	152	80	92	412	\$ 47,871.52
Total =									\$ 47,871.52

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Hours are part time for 4 months duration, no overtime.

11/24/2015

6.6.

Budget Status

San Rafael Sanitation District

July 1, 2015 through September 30, 2015

OPERATING FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
FUND BALANCE AT JUNE 30, 2015	13,249,000	12,828,480	(420,520)	
REVENUE				
400000 · Sewer assessments and charges	15,480,000 †	-	(15,480,000)	0%
410010 · Connection fees	10,000	33,216	23,216	332%
451000 · Property taxes	1,157,000	18,991	(1,138,009)	2%
4410125 · Interest income	15,000	-	(15,000)	0%
461000 · Aid from governmental agencies	-	2,852	2,852	*
499000 · Miscellaneous income	-	-	-	*
TOTAL REVENUE	16,662,000	55,059	(16,606,941)	0%
TOTAL RESOURCES AVAILABLE	29,911,000	12,883,539	(17,027,461)	
EXPENDITURES				
Supplies and Services				
2361 · Contract with San Rafael	3,005,000	721,289	2,283,711	24%
2388 · Training and education	6,500	742	5,758	11%
2477 · Conferences	5,500	-	5,500	0%
2131 · Memberships and subscriptions	14,000	183	13,817	1%
2534 · Telephone service	18,500	4,425	14,075	24%
2282 · Director's fees	5,200	800	4,400	15%
2713 · Legal services	30,000	-	30,000	0%
2325 · Consulting services	64,500	19,300	45,200	30%
2717 · Accounting fees	57,500	20,700	36,800	36%
2716 · Tax collection fees	39,000	-	39,000	0%
2059 · General insurance	124,500	32,071	92,429	26%
2051 · Claims and deductibles	35,000	-	35,000	0%
2321 · Public outreach	10,000	1,356	8,644	14%
2221 · Legal notice publications	1,500	-	1,500	0%
2122 · Rebates, refunds of conn fees	10,000	-	10,000	0%
2133 · Office & shop supplies	13,300	6,018	7,282	45%
2389 · Miscellaneous expenses	1,500	274	1,226	18%
2359 · Maint - pump sta's and force mains	210,000	33,323	176,677	16%
2360 · O&M - collection systems	170,000	26,803	143,197	16%
2535 · Electric utility costs	155,000	39,251	115,749	25%
2536 · Water utility costs	12,500	602	11,898	5%
2363 · Standby services	40,000	5,350	34,650	13%
2083 · Parts and repairs vehicles	51,500	10,785	40,715	21%
2106 · Odor control chemicals	81,500	24,551	56,949	30%
2021 · Uniforms	11,000	1,446	9,554	13%
2365 · Safety equipment and supplies	12,500	427	12,073	3%
4045 · Manhole raising	53,500	2,400	51,100	4%
4300 · FOG Program	37,000	-	37,000	0%
4188 · Facilities mapping services	95,000	37,200	57,800	39%
Total Supplies and Services	4,371,000	989,296	3,381,704	23%

† Revenue collection concentrated in second and fourth quarters of fiscal year.

Budget Status

San Rafael Sanitation District

July 1, 2015 through September 30, 2015

OPERATING FUND (Continued)				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
746040 · Central Marin Sanitation Agency				
4112 · Sewage treatment	4,470,000	1,096,728	3,373,272	25%
4113 · Sewage treatment - debt service	1,800,000	1,267,633	532,367	70%
Total 746040 · Central Marin Sanitation Agency	6,270,000	2,364,361	3,905,639	38%
Transfers to Capital Funds				
Equipment acquisition fund	320,000	320,000	-	100%
80-year life-cycle sewer replacement fund	4,866,000	4,866,000	-	100%
Pump station & force main capital improvements	1,638,000	1,638,000	-	100%
Total Transfers to Capital Funds	6,824,000 ²	6,824,000	-	100%
Budget Status Summary				
Total Supplies & Services	4,371,000	989,296	3,381,704	23%
Total Central Marin Sanitation District	6,270,000	2,364,361	3,905,639	38%
Total Transfers to capital funds	6,824,000	6,824,000	0	100%
TOTAL BUDGETED EXPENDITURES	17,465,000	10,177,657	7,287,343	58%
FUND BALANCE - ENDING	12,446,000	2,705,882		

² Full amount of annual transfers to capital funds recorded in quarter ended September 2015.

EQUIPMENT ACQUISITION FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
FUND BALANCE AT JUNE 30, 2015	1,085,000	1,085,000	-	
REVENUE				
Transfers from Operating Fund	320,000	320,000	-	100%
TOTAL RESOURCES AVAILABLE	1,405,000	1,405,000	-	100%
EXPENDITURES				
Equipment Acquisitions				
4830 · Vehicle and equipment acquisition	233,000	-	233,000	0%
Total Equipment Acquisitions	233,000	-	233,000	0%
FUND BALANCE - ENDING	1,172,000	1,405,000		

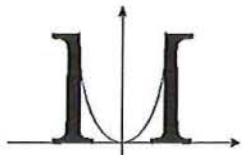
Budget Status

San Rafael Sanitation District

July 1, 2015 through September 30, 2015

80-YEAR LIFE-CYCLE SEWER REPLACEMENT FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
FUND BALANCE AT JUNE 30, 2015	6,349,000	6,349,000	-	
REVENUE				
<i>Transfers from Operating Fund</i>	4,866,000	4,866,000	-	100%
TOTAL RESOURCES AVAILABLE	11,215,000	11,215,000	-	100%
EXPENDITURES				
Capital Improvements - Expend				
4313 · Warner Ct, Woodland Pl (80yr)	300,000	234,635	65,365	78%
4301 · Sewer System condition/capacity	350,000	-	350,000	0%
4309 · Sun Valley-Calif, Humbolt, Nevada	1,883,817	51,908	1,831,909	3%
4318 · Lincoln Ave, Paloma to Mission	840,000	635,072	204,928	76%
4319 · Lincoln Ave, Prospect to Paloma	1,800,000	4,171	1,795,829	0%
4317 · H Street, Fourth to Forbes	70,000	-	70,000	0%
4321 · Miscellaneous Projects (80yr)	130,183	-	130,183	0%
4302 · Rehab of Gravity Sewer 80yr	200,000	34,700	165,300	17%
4323 · Woodland Pl/Ave & Octavia	700,000	-	700,000	0%
4324 · Sun Valley-Calif, Solano, Alpine, Windsor	100,000	-	100,000	0%
Total 746010 · Capital Improvements - Expend	6,374,000	960,486	5,413,514	15%
FUND BALANCE - ENDING	4,841,000	10,254,514		

PUMP STATION & FORCE MAIN CAPITAL IMPROVEMENT FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
FUND BALANCE AT JUNE 30, 2015	1,340,000	1,340,000	-	
REVENUE				
<i>Transfers from Operating Fund</i>	1,638,000	1,638,000	-	100%
TOTAL RESOURCES AVAILABLE	2,978,000	2,978,000	-	100%
EXPENDITURES				
Capital Improvements - Expend				
4145 · Cathodic Protection	290,000	79,869	210,131	28%
4146 · Glenwood Pump Station	1,700,000	42,355	1,657,645	2%
4151 · Force Main Condition Assessment	129,000	-	129,000	0%
4200 · Miscellaneous projects	130,000	-	130,000	0%
4142 · Stand Pipe at Pump Stations	100,000	-	100,000	0%
Total 746010 · Capital Improvements - Expend	2,349,000	122,224	2,226,776	5%
FUND BALANCE - ENDING	629,000	2,855,776		



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
San Rafael Sanitation District

We have compiled the accompanying budget status report of San Rafael Sanitation District (a California Special District) for the period ended September 30, 2015. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements with undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included with the budget status report, they might influence the user's conclusions about the District's results of operations. Accordingly, this budget status report is not designed for those who are not informed about such matters.

Certain accounting functions provided by Maher Accountancy are considered management functions by the American Institute of Certified Public Accountants. Accordingly, we are not independent with respect to San Rafael Sanitation District.

Maher Accountancy

November 9, 2015



7.a.

RECEIVED

NOV 4 2015

SAN RAFAEL
SANITATION DIST.



MARIN COUNTY CIVIL GRAND JURY

3501 Civic Center Drive, Room 275
San Rafael, California 94903

Date: 10/29/2015

Doris Toy
San Rafael Sanitation District
111 Morphew Street
San Rafael, CA 94901

Dear Doris Toy:

In an effort to increase the transparency and quality of Marin special district information provided to the public, the Marin County Civil Grand Jury is reviewing district websites. We have performed a preliminary web transparency audit of your special district's website (<http://www.cityofsanrafael.org/pubworks-home/>). Using best practices for special district web transparency, we have determined that your website is lacking some critical information or that some information is not easily accessible. Prior to our publication of our final audit results, we would like to give you an opportunity to review our findings and make any changes to your website that you feel are needed. The following report card contains the results of our audit:

San Rafael Sanitation District	
Overview	⦿
Budget	⦿
Meetings	⦿
Elected Officials	×
Administrative Officials	⦿
Audits	⦿
Contracts	×
Public Records	×
Revenue Sources	⦿
District Specific	×

- ✓ Present
- × Missing
- ⦿ Incomplete

If you agree with the report card, there is no action you need to take.

If you'd like to improve your report card:

1. Review our best practices transparency checklist <https://goo.gl/HbjdMZ>
2. Improve information accessibility
3. By **December 11, 2015**, complete our self-audit form: <https://goo.gl/HgNV8z>

Should you have any questions please contact me at grandjury-audit@marincounty.org

Sincerely,

John Mann
Foreperson, Marin County Civil Grand Jury



MARIN COUNTY CIVIL GRAND JURY

3501 Civic Center Drive, Room 275
San Rafael, California 94903

Website Transparency Audit

Background

While an agency may make information available to the public, the process of accessing the information may be challenging (phone calls, emails, face-to-face visits, etc.). The goal of website transparency is to make information about public agencies both available and accessible. On a website, accessible means: just a few clicks away from the agency's "home page", links to detailed information does not require additional searching, and referenced PDFs are text-searchable (not simply a picture of a page of text).

While the Grand Jury generally does its work in secret, and releases a Report at the end of its term, we decided to take a slightly different approach for website transparency. We have completed a preliminary audit on each agency's website and provided the preliminary scorecard of our findings to the agency. It is our hope that by giving agencies ample time to review our findings and make any changes to their website that they feel are needed, that we'll be able to work together to improve website transparency prior to release of the final Report.

We have combined a number of nationally highly-respected web transparency checklists, selecting ten web transparency criteria:

1. Overview

- a. Mission Statement: *What is the agency's reason for existing?*
- b. Description of services/functions: *What actions does the agency undertake and what services does the agency provide?*
- c. Boundary of service area: *What specific area does the agency serve?*

2. Budget

- a. Budget for current fiscal year
- b. Budget for the three years prior to the current year
- c. Financial reserves policy: *What is the agency's adopted policy for designated reserves and reserve funds? (the policy should be in the agency policy manual but also may restated and found in the budget or audit reports)*

3. Meetings

- a. Board meeting schedule: *When specifically does the agency meet?*
- b. Archive of Board meeting agendas & minutes for at least the last 6 months: *Both approved minutes and past agendas*

4. Elected & Appointed Officials

- a. Board members (names, contact info, terms of office, compensation, and biography): *Who specifically represents the public on the Board? How can the public contact them? When were they elected (or appointed)? How much do they earn in this role (as required by Assembly Bill 2040 in effect since January 1,*

- 2015)? *What background about the members illustrates their expertise for serving on the Board?*
- b. Election procedure and deadlines: *If the public wishes to apply to be on the Board, how and when can they do so?*
 - c. Reimbursement and compensation policy: *Which (if any) expenses incurred by the Board are reimbursed?*
- 5. Administrative Officials**
- a. General manager and key staff (names, contact info, compensation, and benefits): *Who specifically runs the agency on a day-to-day basis? How can the public contact them? How much do they earn in this role (as required by Assembly Bill 2040 in effect since January 1, 2015)? What specific benefits are they eligible for (healthcare, retirement plan, educational benefits, etc.)?*
- 6. Audits**
- a. Current audit
 - b. Audits for the three years prior to the current year
- 7. Contracts**
- a. Current requests for proposals and bidding opportunities (over \$25,000 in value)
 - b. Instructions on how to submit a bid or proposal
 - c. Approved in force vendor contracts (over \$25,000 in value)
- 8. Public Records**
- a. Online/downloadable Public Records Act (or FOIA) request form: *What is the best way for the public to request public records?*
- 9. Revenue Sources**
- a. Summary of fees received: *Which fees-for-services are collected (if any)?*
 - b. Summary of revenue sources: *Which bonds, taxes, and/or grants are collected?*
- 10. Agency-Specific Information**
- a. **JPAs:** A copy of the Joint Powers Agreement: *As filed and adopted*
 - b. **School Districts:**
 - i. **For K-12:** School Accountability Report Card (SARC), California Assessment of Student Performance and Progress (CAASPP), and the California Healthy Kids Survey (CHKS).
 - ii. **For College:** California Community Colleges Student Success Scorecard
 - c. **Special Districts:** Authorizing statute/enabling act (Principle Act or Special Act) and board member ethics training certificates
 - d. **Municipalities:** Total number of lobbyists employed and total spent on lobbying, downloadable permit applications, and zoning ordinances.

If a specific criteria does not apply to an agency (e.g., the agency does not contract for services), the agency can still satisfy the web transparency requirement by clearly stating “does not apply” on an appropriate web page.

The self-audit form’s purpose is to ensure that the agency representative can point out *exactly* where on the website the transparency criteria can be found (its URL). If the submitted URL doesn’t contain the *specific* criteria, then we deem the criteria as not met.

We will then review the agency’s self-audit, and produce a final scorecard. All of Marin’s public agencies’ scorecards will be contained in an upcoming Grand Jury Report.

FAQs

Whose checklist is this?

Our checklist was developed by combining a number of nationally highly-respected web transparency checklists, to best apply to California agencies.

Can you work with us to ensure our website is transparent?

The work of the Grand Jury is not to act as consultants, but rather to shine the light on issues we deem important for Marin citizens. With this in mind, approach your website transparency audit as a member of the public might. If they were to look for the information we listed, what would *their* process be?

How do we let you know when the audit is complete?

When you complete and submit your online self-audit form, we'll be notified of your work. There is no need to specifically email us to highlight specific modifications to your website. If there are additional comments you wish to make, consider leaving them in the "Comments" section of the self-audit form.

What will you do with our self-audit responses?

We will assign auditors to confirm your responses to ensure your submitted information is accurate and easily accessible, before publication of results in the grand jury report.

But the information is on our website!

While your website may contain information that we indicated as "missing", if our auditors could not easily find the information (it's in a non-searchable document, for example), then for all intents, the information isn't accessible to the public.

We have specifically not chosen to post some information!

AB-2040 ("Compensation of elected officials, officers, and employees: reporting and disclosure"), in effect since January 1, 2015, requires: "...*This bill would also require a local agency that is required to submit a financial report to the Controller and that maintains an Internet Web site to post the annual compensation information of its elected officials, officers, and employees that is submitted to the Controller and posted on the Controller's Government Compensation in California Internet Web site...*"

Otherwise, we encourage you – in the spirit of transparency – to share all information (unless there's a legal basis not to). If you explicitly choose not to make public specific information, consider stating that policy explicitly on your website.

Would it be okay to point to a third-party's website (i.e., State Controller) for specific information?

Having a link to a third-party site is permissible if a) the information there is up-to-date, b) easily accessible from the primary agency site in an easily apparent link, and c) goes directly to the specific information for the agency without additional complicated search. An example might be specific employee salary and benefit information that is also maintained at the State Controller's public website.

Can we post information in PDFs?

Yes, as long as the links to the PDFs are easily accessible and the uploaded PDFs are text-searchable.

Our agency has won transparency awards already!

We appreciate what you have done previously to improve your agency's web transparency. Nevertheless, we may not have been able to easily find specific information from your agency's website. By improving your website further, it may enable you to win additional recognition for your efforts.

We're not sure it's worth the resources to create and/or update our website

There is currently no California law that requires you to have a website for your agency. However, studies have shown that having an up-to-date and transparent website can save your agency time (fewer inquiries) and improve the public perception of your efforts.