

## **A G E N D A**

**SAN RAFAEL SANITATION DISTRICT  
BOARD OF DIRECTORS  
THURSDAY – JUNE 9, 2016 - 3:30 P.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 – April 14, 2016, and May 10, 2016.

### **3. PAYMENTS**

Request approval as submitted.

### **4. OLD BUSINESS**

- a. Discussion and consideration of adopting resolution approving and authorizing the Chairman to execute the San Rafael Sanitation District's Response to the 2015-16 Marin County Civil Grand Jury Report entitled "2015-16 Web Transparency Report Card: Bringing Marin County's Local Governments to Light."

### **5. NEW BUSINESS**

- a. Adopt resolution establishing the sewer connection fee for FY 2016-17.
- b. Appropriations limit for 2016-17 on tax proceeds (Proposition 4).
  - Adopt resolution establishing the 2016-17 appropriations limit.
- c. Report on Adoption of Investment Policy.
  - Adopt resolution approving the Marin County investment policy as the investment policy for the San Rafael Sanitation District.
- d. Review Budget Status Report for the period 1-1-16 through 3-31-16.
- e. Adopt resolution authorizing District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the 2016 Pipe Bursting Project.
- f. Adopt resolution approving an Amendment to an August 26, 1987, Amended Agreement between the City of San Rafael and the San Rafael Sanitation District.

### **6. INFORMATIONAL ITEMS**

### **7. ADJOURNMENT**

The next scheduled meeting is July 14, 2016.

**SAN RAFAEL SANITATION DISTRICT**  
**Minutes of the Meeting**  
**April 14, 2016**

Regular Meeting

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

The meeting was called to order at 3:40 P.M. by Chairman Phillips.

Attendance                      Gary O. Phillips, Chairman  
Board:                              Katie Rice, Director

Attendance                      Doris Toy, District Manager/District Engineer  
Staff:                              Karen Chew, Senior Civil Engineer  
                                        Cynthia Hernandez, District Secretary

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**1. OPEN PERIOD** - No persons were present to address the Board.

**2. MINUTES OF MARCH 10, 2016.**

**MOTION** by Director Rice, seconded by Chairman Phillips, to approve the minutes of the March 10, 2016, meeting as presented.

**AYES:**                      Director Rice, Chairman Phillips

**NOES:**                      None

**ABSENT:**                  Director Bushey

*Motion Carried*

**3. PAYMENTS**

**MOTION** by Director Rice, seconded by Chairman Phillips, to approve the payments for March 2016 in the amount of \$1,192,360.62 for maintenance and operation of the District and for capital improvements.

**AYES:**                      Director Rice, Chairman Phillips

**NOES:**                      None

**ABSENT:**                  Director Bushey

*Motion Carried*

**4. OLD BUSINESS**

None.



## 5. NEW BUSINESS

- a. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Miller Pacific Engineering Group for geotechnical observation and testing services for the Lincoln Avenue Sewer Improvement Project, Paloma Avenue to Prospect Drive, for an amount not to exceed \$45,000.

District Manager Toy reported that the District had awarded the contract for this project to Cratus, Inc., last month. She reported that the next step is to obtain a geotechnical engineer for the observation and testing portion of the project. She also reported that because Miller Pacific had already done the soil investigation for the design of this project, the District had requested them to submit a proposal for the construction portion of the project. Manager Toy then reported that Miller Pacific had submitted a proposal to perform the geotechnical observation and testing services for an amount not to exceed \$45,000 and recommended that the Board accept this proposal.

**MOTION** by Director Rice, seconded by Chairman Phillips, to adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Miller Pacific Engineering Group for geotechnical observation and testing services for the Lincoln Avenue Sewer Improvement Project, Paloma Avenue to Prospect Drive, for an amount not to exceed \$45,000.

**AYES:** Director Rice, Chairman Phillips

**NOES:** None

**ABSENT:** Director Bushey

*Motion Carried*

- b. Review Budget Status Report for the period 10-1-15 through 12-31-15.

District Manager Toy first reviewed the revenue section of the Budget Status Report. She reported that the District had received a little more than half of the annual sewer user fee monies in December of 2015. She also reported that out of the \$33,000 received for sewer connection fees, approximately \$30,000 had come from Marin Academy for their new science building. Next Manager Toy reviewed the expenditure section of this report. She reported that the budget for the contract with the City of San Rafael was on schedule. She then reviewed the budget for the capital improvement projects. She reported that the Warner Court/Woodland Place Project had been completed with \$65,000 remaining; the Sun Valley Project, Phase I, is currently complete and within budget; the Lincoln Avenue, Mission to Paloma, Project is also complete with \$169,000 remaining; and the H Street Project (combined City & District project) was underestimated by \$15,835, but the District may receive approximately \$23,000 from PG&E for the construction delay due to a gas transmission line that was in conflict with this project.



**MOTION** by Director Rice, seconded by Chairman Phillips, to accept the Budget Status Report for the period 10-1-15 through 12-31-15.

**AYES:** Director Rice, Chairman Phillips

**NOES:** None

**ABSENT:** Director Bushey

*Motion Carried*

- c. **Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering, Inc., for additional inspection related services for various projects.**

District Manager Toy reported that back in December, the District had entered into an agreement with Park Engineering for inspection related services for various projects on a time-and-materials basis for \$47,871. She reported that these services were mostly for the Sun Valley Sewer Replacement Project, Phase I, on a part-time basis. She also reported that these services were full time during the month of January when the District Inspector was on vacation for a month. Next, Manager Toy reported that the District will need additional inspection services for this year's construction projects since the District Inspector will be out during the months of June, July, and possibly some of August for medical reasons. She then reviewed a table showing the proposed inspection staffing schedule and the various projects to be inspected. Manager Toy reported that Park Engineer had submitted a proposal to perform the additional inspection related services on a time-and-materials basis for an amount not to exceed \$119,000 and recommended that the Board accept this proposal. The Board and staff then discussed the various tasks involved in project inspections and the benefits of having a full-time inspector.

**MOTION** by Director Rice, seconded by Chairman Phillips, to adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering, Inc., for additional inspection related services for various projects.

**AYES:** Director Rice, Chairman Phillips

**NOES:** None

**ABSENT:** Director Bushey

*Motion Carried*

## **6. INFORMATIONAL ITEMS.**

- a. **Marin County Civil Grand Jury Report: 2015-16 Web Transparency Report Card, "Bringing Marin County's Local Governments to Light."**

District Manager Toy reported that most of the information requested by the Grand Jury is included in the District's webpage, but it is not as easily accessible as the Grand Jury would like for it to be. She reported that she planned to work with the City's IT Department in order to make access to the information clearer and simpler and also planned to review the websites of some of the other agencies



that had received either an "A" or an "A-" from the Grand Jury. Manager Toy reported that the Grand Jury had requested a response to its findings and recommendations by June 10, 2016, and recommended that SRSD improve its web transparency score to a "B-" or better and to include the annual compensation of its elected officials, officers, and employees in its website. Director Rice suggested that it might be more efficient for the District to contract this job out, but Manager Toy reported that she would still need to provide all of the information.

**7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

**8. ADJOURNMENT**

There being no further business to come before the Board, the meeting of April 14, 2016, was adjourned at 4:06 P.M. The next meeting of the San Rafael Sanitation District scheduled for Thursday, May 12, 2016, at 3:30 P.M. at San Rafael City Hall was later rescheduled for Tuesday, May 10, 2016, at 3:30 P.M. at San Rafael City Hall.

Respectfully submitted,

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Katie Rice, Acting Recording Secretary

**ATTEST THIS 9th DAY OF JUNE 2016**

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Gary O. Phillips, Chairman

**SAN RAFAEL SANITATION DISTRICT**  
**Minutes of the Meeting**  
**May 10, 2016**

Special Meeting

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

The meeting was called to order at 3:37 P.M. by Acting Chairman Rice.

Attendance Board: Katie Rice, Acting Chairman  
Maribeth Bushey, Director

Attendance Staff: Doris Toy, District Manager/District Engineer  
Karen Chew, Senior Civil Engineer  
Cynthia Hernandez, District Secretary

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**1. OPEN PERIOD** - No persons were present to address the Board.

**2. MINUTES OF APRIL 14, 2016.**

The Minutes were carried over to the next meeting since Chairman Phillips was not present today to sign them, and Director Bushey was not at the April 14, 2016, meeting.

**3. PAYMENTS**

**MOTION** by Director Bushey, seconded by Director Rice, to approve the payments for April 2016 in the amount of \$1,043,435.41 for maintenance and operation of the District and for capital improvements.

**AYES:** Director Bushey, Director Rice

**NOES:** None

**ABSENT:** Chairman Phillips

*Motion Carried*

**4. OLD BUSINESS**

None.



## **5. NEW BUSINESS**

### **a. Report on bid opening for the Sun Valley Sewer Replacement Project, Phase 2, and adopt resolution to award contract.**

District Manager Toy reviewed the project site map and pointed out the streets that had been included in the first phase of the project (Nevada Street, Humboldt Street, and California Avenue, between Fifth Avenue and Humboldt Street), which was completed in March, and the streets that would be included in the second phase of the project (Solano Street, Alpine Street, California Avenue, from Humboldt Street to the end of Windsor Avenue, and Center Street, from J Street to K Street), which is about to begin. She also reported that there are two additive alternates that could be added to the base bid for this project: Additive Alternate A is to install a pipe crossing the Sun Valley Park by direction drilling instead of open cut so as not to disturb the existing basketball/volleyball court and landscaping for an additional cost of \$8,136; and Additive Alternate B is to replace the sewer pipe on K Street, between Fifth Avenue and Humboldt Street, which includes running the new sewer under two 48" x 60" arched corrugated metal storm drains for an additional cost of \$240,748. Manager Toy then recommended that Additive Alternate A be included in the contract with Ranger Pipelines and that the work in Additive Alternate B not be performed, since the Engineer's Estimate was half the amount of the \$240,748 bid made by Ranger Pipelines. She also reported that the Engineer's Base Estimate was \$2,985,000, and Ranger Pipeline's base bid was \$2,585,846. Manager Toy reported that the District had previously worked with Ranger Pipelines approximately 8-9 years ago and that their work was pretty good back then. She also reported that Nute Engineering had reviewed Ranger's bid packet and found everything to be in order. Next, she reported that because the bid opening had just taken place yesterday, Ranger had 5 days to submit their financial documents, and the other bidders had 5 days to protest the bid. She then reported that she would like to proceed with the award of the bid and recommended that it be awarded to Ranger Pipelines, with the condition that they submit their financial documents and that there are no protests.

The Board requested that the minutes reflect that the staff report for Agenda Item No. 5.a. (Adopt Resolution Awarding Contract to Ranger Pipelines, Inc., for the Sun Valley Sewer Replacement Project, Phase 2) was corrected to indicate that the bids were opened on May 9, 2016.

Manager Toy reported that this project would begin in about a month so that the majority of the work would be completed by Halloween due to the huge annual Sun Valley Halloween block party.



**MOTION** by Director Bushey, seconded by Director Rice, to adopt the resolution awarding contract to Ranger Pipelines, Incorporated, for the Sun Valley Sewer Replacement Project, Phase 2, in the amount of \$2,593,982, which includes Additive Alternate A.

**AYES:** Director Bushey, Director Rice

**NOES:** None

**ABSENT:** Chairman Phillips

*Motion Carried*

- b. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with California CAD Solutions, Inc., for sewer billing review, analysis, and automation services.**

District Manager Toy reported that the District currently serves approximately 11,000 parcels. She also reported that the admin assistant calculates the sewer user fees manually and that they are charged through the property tax bills. Manager Toy reported that the residential properties are charged at a flat rate, but the commercial and industrial properties are charged based on water usage. She reported that each year several months are spent performing research, contacting property owners, and calculating the fees. She also reported that the public agencies must be billed manually because they do not receive property tax bills. Next, Manager Toy reported that California CAD Solutions (Cal CAD) has been working with both the City and the District on maintaining and updating the data on the GIS. She also reported that the District had recently become aware that Cal CAD had automated the sewer billing calculations for the City of Half Moon Bay and has assisted other special districts with similar types of revenue automation. Manager Toy reported that she had spoken to the person who does the sewer billing at the City of Half Moon Bay, and they reported that they are very happy with the automated billing process designed by Cal CAD. They also reported that the automated process has reduced their billing period from approximately 3 months to approximately 3 days. Staff then gave the Board a brief overview of the various types of reports and information that is used to calculate the sewer service charges. Manager Toy then reported that Cal CAD's proposal to SRSD for automated sewer billing services was for \$65,000 plus an annual payment of 25% of any additional revenue found during the analysis of last year's billing for three (3) consecutive years. She reported that SRSD was offered a reduced rate of 25% instead of the usual 50% because SRSD has been a long-term client. She also reported that Cal CAD had made an alternate proposal for \$80,000 with no additional fee for found revenue. She then reported that Cal CAD would be paid 50% of the project cost when the project is half done, and the remaining 50% will be paid when the project has been completed. The Board then discussed the possibilities associated with any undercharges or overcharges that might be found and the benefits of having the sewer service charges automated.



**MOTION** by Director Bushey, seconded by Director Rice, to adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with California CAD Solutions, Inc., for sewer billing review, analysis, and automation for an amount of \$65,000 plus 25% of any additional revenue found during the analysis for three (3) consecutive years.

**AYES:** Director Bushey, Director Rice

**NOES:** None

**ABSENT:** Chairman Phillips

*Motion Carried*

**6. INFORMATIONAL ITEMS.**

None.

**7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

**a. Future Rate Increase from CMSA for the Next 5-Year Capital Improvement Program.**

Director Bushey reported that CMSA's Finance Committee was beginning to work on CMSA's next 5-year capital improvement program. She also reported that CMSA will need additional revenue to cover the cost of this program and that SRSD should anticipate a rate increase from CMSA in approximately 3 years that will probably be at the higher end of the single digits but less than 10%. She then reported that this is a very tentative preliminary view.

**8. ADJOURNMENT**

There being no further business to come before the Board, the meeting of May 10, 2016, was adjourned at 4:10 P.M. The next meeting of the San Rafael Sanitation District was scheduled for Thursday, June 9, 2016, at 3:30 P.M. at San Rafael City Hall.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 9th DAY OF JUNE 2016**

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Katie Rice, Acting Chairman



**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
**May 1, 2016 - May 31, 2016**

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
AAA BUSINESS SUPPLIES	Office Supplies - toner (2 cartridges) for DPW printer shared by SRSD	100	2133	Office & shop supplies	\$ 447.88
ACE PRINTING & MAIL SERVICE	Lincoln Ave - public outreach letters	300	4319	Lincoln, Prospect/Paloma (80)	\$ 618.54
ACE PRINTING & MAIL SERVICE	Lincoln Ave - public outreach letters	300	4319	Lincoln, Prospect/Paloma (80)	\$ 1,005.52
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 04/20/16	200	2021	Uniforms	\$ 125.24
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 04/27/16	200	2021	Uniforms	\$ 119.56
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 05/04/16	200	2021	Uniforms	\$ 146.94
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 05/11/16	200	2021	Uniforms	\$ 125.15
AT&T	Telephone Service - pump station dialers to CMSA	100	2534	Telephone service	\$ 242.03
AT&T MOBILE	Telephone Service - cell phones service from 3/04/16-4/03/16	100	2534	Telephone service	\$ 664.30
BERNARDES ANA	Memberships and Dues - reimbursement for P.E. license renewal	100	2388	Training and education	\$ 115.00
BPXPRESS	Lincoln Ave. - conformed sets of plans	300	4319	Lincoln, Prospect/Paloma (80)	\$ 190.10
CALIFORNIA CAD SOLUTIONS	Facilities Mapping - force main monument project	100	4188	Facilities mapping services	\$ 2,900.00
CAL-STEAM CO INC	Pump Stations - air release valves	200	2359	Maint- pump sta's & force mains	\$ 248.78
CAL-STEAM CO INC	Pump Stations - pipe fittings for 8-inch bypass pump	200	2359	Maint- pump sta's & force mains	\$ 17.12
CITY OF SAN RAFAEL	Contract with San Rafael - 4th quarter FY 15-16 reimbursement	100	2361	Contract with San Rafael	\$ 721,289.09
CITY OF SAN RAFAEL	Vehicles - fuel used by SRSD from 1/25/16-3/28/16	200	2083	Parts and repairs vehicles	\$ 2,762.95
CORNELL PATRICIA	Collection System - reimbursement for sewer service at 6 Madrona Street	200	2360	O&M - collection systems	\$ 503.00
COUNTY OF MARIN	Director's Fees - Katie Rice board meeting on 4/14/16	100	2282	Director's fees	\$ 100.00
CWEA-TCP	Memberships and Dues - Douglas W St. Cyr membership renewal	100	2388	Training and education	\$ 81.00
CWEA-TCP	Memberships and Dues - Ozaki membership renewal	100	2388	Training and education	\$ 86.00
CWEA-TCP	Memberships and Dues - Rodriguez membership renewal	100	2388	Training and education	\$ 81.00
FASTENAL	Pump Stations - nozzles and epoxy glue for force main monuments	200	2359	Maint- pump sta's & force mains	\$ 73.38
JMB CONSTRUCTION, INC.	Glenwood - improvement project, Progress Payment #6	300	4146	Glenwood Pump Station (10Yr)	\$ 283,545.37
KOORHAN GLEN S	Rebate/Refunds - refund for overpayment of 2014-2015 sewer service charge for 711 Fourth St.	100	2122	Rebate/Refunds	\$ 744.41
MAHER ACCOUNTANCY	Accounting Services - April	100	2717	Accounting services	\$ 3,600.00
MARIN COUNTY TAX COLLECTOR	Legal Services - from 1/01/16-3/31/16	100	2713	Legal services	\$ 2,921.25
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Rd. from 2/17/16-4/14/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. from 3/01/16-4/29/16	200	2536	Water utility costs	\$ 530.49
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Dr. from 2/11/16-4/08/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - 3106 Kemer Blvd. from 2/17/16-4/13/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - Andersen Dr. from 2/11/16-4/08/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - Castro Ave. from 2/13/16-4/12/16	200	2536	Water utility costs	\$ 349.45
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 2/13/16-4/12/16	200	2536	Water utility costs	\$ 72.05
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 2/13/16-4/12/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 2/17/16-4/13/16	200	2536	Water utility costs	\$ 193.10
MARIN MUNICIPAL WATER DIS	Water - Montecito Rd. from 2/17/16-4/13/16	200	2536	Water utility costs	\$ 51.40
MARIN MUNICIPAL WATER DIS	Water - N San Pedro Rd. from 2/17/16-4/14/16	200	2536	Water utility costs	\$ 73.85
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr. from 2/17/16-4/14/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - Pt. San Pedro Rd. from 2/17/16-4/13/16	200	2536	Water utility costs	\$ 55.05
MARIN MUNICIPAL WATER DIS	Water - Riviera Dr. from 2/17/16-4/14/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - Simms St. from 2/11/16-4/08/16	200	2536	Water utility costs	\$ 41.00
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave. from 2/11/16-4/08/16	200	2536	Water utility costs	\$ 54.02
McMASTER-CARR	Pump Stations - o-rings for flygt pumps	200	2359	Maint- pump sta's & force mains	\$ 20.02
McMASTER-CARR	Pump Stations - parts for flygt pump	200	2359	Maint- pump sta's & force mains	\$ 18.89
MILLER PACIFIC ENGINEERING GROUP	Sun Valley - geotechnical services from 3/21/16-4/17/16	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 8,900.00



**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
**May 1, 2016 - May 31, 2016**

<i>Vendor/Payee</i>	<i>Memo</i>	<i>Class</i>	<i>Acct #</i>	<i>Account Name</i>	<i>Amount</i>
NUTE ENGINEERING	Consulting Services - Loch Lomond Village plan review services from 3/1/16-3/31/16	100	2325	Consulting services	\$ 2,055.25
NUTE ENGINEERING	Glenwood - construction review services from 3/1/16-3/31/16	300	4146	Glenwood Pump Station (10Yr)	\$ 5,390.50
NUTE ENGINEERING	Lincoln - sewer improvement services from 3/1/16-3/31/16	300	4319	Lincoln, Prospect/Paloma (80)	\$ 5,752.00
NUTE ENGINEERING	Sun Valley - construction review services from 3/1/16-3/31/16	300	4309	Sun Valley-Cal, Humboldt, Nev	\$ 4,046.75
NUTE ENGINEERING	Sun Valley - rehabilitation phase 2 services from 3/1/16-3/31/16	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 44,057.50
PARK ENGINEERING, INC	Lincoln - April inspection services for Lincoln Ave. sewer replacement project, phase 3	300	4319	Lincoln, Prospect/Paloma (80)	\$ 10,340.91
PARK ENGINEERING, INC	Sun Valley - April inspection services for Sun Valley sewer replacement project, phase 2	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 6,971.40
PG&E a/c 2480926202-5	Power - service for pump stations 3/10/16-4/08/16	200	2535	Electric utility costs	\$ 16,885.43
PHILLIPS, GARY	Director's Fees - board meeting 4/14/16	100	2282	Director's fees	\$ 100.00
ROTO-ROOTER SEWER SERVICE	Collection System - work at 80 Fairhills Dr.	200	2360	O&M - collection systems	\$ 6,430.00
SEQUOIA SAFETY SUPPLY COM	Safety Supplies - gloves	200	2365	Safety equipment and supplies	\$ 166.44
SHAMROCK	Collection System - crushed rock and topsoil for sewer repair job at 65 Treehaven Drive	200	2360	O&M - collection systems	\$ 32.16
STAPLES INC	Office Supplies - wireless mouse thumb drives and ream of blue copy paper	100	2133	Office & shop supplies	\$ 64.20
US BANK CORPORATE PAYMENT	Sun Valley - publication of notice inviting bids	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 853.65
VALLEY TOWING AND RECOVERY	Collection System - winch out vehicle #8149 from easement	200	2360	O&M - collection systems	\$ 185.00
VALLEY TOWING AND RECOVERY	Collection System - winch out vehicle #8174 from easement	200	2360	O&M - collection systems	\$ 185.00
VERIZON WIRELESS	Telephone Service - wireless service for laptops 3/21/16-4/20/16	100	2534	Telephone service	\$ 266.75
WATER COMPONENTS & BLDG SUPPLY	Collection System - parts for sewer repair job at 65 Treehaven Dr.	200	2360	O&M - collection systems	\$ 148.59
WATER COMPONENTS & BLDG SUPPLY	Collection System - parts for sewer repair job at 65 Treehaven Dr.	200	2360	O&M - collection systems	\$ 246.13
WATER COMPONENTS & BLDG SUPPLY	Collection System - rod hole lids	200	2360	O&M - collection systems	\$ 110.63
WECO INDUSTRIES LLC	Collection Systems - tools for power rodder	200	2360	O&M - collection systems	\$ 1,231.21
WECO INDUSTRIES LLC	Parts and Repairs - repair power rodder	200	2083	Parts and repairs vehicles	\$ 2,716.25
WOODLAND CTR AUTO SUPPLY	Pump Stations - oil for flygt pumps	200	2359	Maint- pump sta's & force mains	\$ 29.63
WOODLAND CTR AUTO SUPPLY	Pump Stations - oil for pump motor	200	2359	Maint- pump sta's & force mains	\$ 71.97
WOODLAND CTR AUTO SUPPLY	Vehicles - fuses for vehicle #8149	200	2083	Parts and repairs vehicles	\$ 5.30
<b>Total</b>					<b>\$ 1,141,737.28</b>

4.a.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 4.a.*

**DATE:** June 9, 2016

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer *DT*

**SUBJECT:** Adopt Resolution Approving and Authorizing the Chairman to execute the San Rafael Sanitation District's Response to the Marin County Civil Grand Jury Report: 2015-16 Web Transparency Report Card, "Bringing Marin County's Local Governments to Light"

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**RECOMMENDATION:**

Adopt resolution approving and authorizing the Chairman to execute the San Rafael Sanitation District's response to the Marin County Civil Grand Jury Report: 2015-16 Web Transparency Report Card, "Bringing Marin County's Local Governments to Light."

**SUMMARY:**

At the December 2015 Board meeting, staff presented a letter from the Marin County Civil Grand Jury informing the District that they had performed a preliminary web transparency audit of the District's webpage and provided a checklist of their web transparency criteria. They gave the District an opportunity to improve its webpage prior to their final audit, and the deadline was January 4, 2016.

On March 16, 2016, the District received a copy of the final audit, "2015-16 Web Transparency Report Card: Bringing Marin County's Local Governments to Light," from the Marin County Civil Grand Jury, and it was discussed at the April Board meeting. The District received a letter "D" grade, which was based on the attached checklist of criteria. In reference to the checklist, most of the criteria had sub-criteria, and the District did not receive partial credit for fulfilling some of the items in the sub-criteria.

Staff contacted the Marin County Civil Grand Jury and requested a list of the items that did not fulfill their criteria/sub-criteria checklist, which is shown below:

- Budget: financial reserves policy
- Elected Officials: terms of office, election procedure/deadlines, and reimbursement and compensation policy
- Administrative Officials: staff compensation and benefits
- Contracts: approved vendor contracts (more than \$25,000 in value)
- Public Records: online/downloadable Public Records Act request form
- District Specific: authorizing statute/enabling act

All of the above items have been addressed and posted on the District's webpage. However, the District does not have a compensation policy for its Board. District staff is currently developing a draft policy and will bring it to a future Board meeting for review.



The Grand Jury requests that the District respond in writing to the Findings and Recommendations contained in the Report within 90 days (June 10, 2016).

The District is required to respond to the following:

Recommendation R1 – The agency should improve its web transparency score to “B-” (or better) by updating its website and submitting the appropriate self-audit form. The form may be obtained by emailing: [grandjury-audit@marincounty.org](mailto:grandjury-audit@marincounty.org).

Recommendation R3 – The agency should update its website to include information of the annual compensation of its elected officials, officers, and employees; and this information should also be submitted to the Controller, as required by Sections 12463 and 53909 of the California Government Code.

Please see the attached “Response to Grand Jury Report Form.”

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution approving and authorizing the Chairman to execute the San Rafael Sanitation District’s response to the Marin County Civil Grand Jury Report: 2015-16 Web Transparency Report Card, “Bringing Marin County’s Local Governments to Light.”

Attachment: Appendix F: Web Transparency Checklist for Marin Special Districts, from the  
“2015-16 Web Transparency Report Card: Bringing Marin County’s Local  
Governments to Light”  
Response to Grand Jury Report Form  
Resolution  
Response Letter

**APPENDIX F: Web Transparency Checklist for Marin Special Districts**

Criteria	Features
<b>Overview</b>	<ul style="list-style-type: none"> <li>• Mission Statement ("What we do")</li> <li>• Description of services/functions</li> <li>• Boundary of service area</li> </ul>
<b>Budget</b>	<ul style="list-style-type: none"> <li>• Budget for current fiscal year,</li> <li>• Budget for the past three years</li> <li>• Financial reserves policy</li> </ul>
<b>Meetings</b>	<ul style="list-style-type: none"> <li>• Board meeting schedule</li> <li>• Archive of Board meeting agendas &amp; minutes for at least the last 6 months</li> </ul>
<b>Elected Officials</b>	<ul style="list-style-type: none"> <li>• Board members (names, contact info, terms of office, compensation, and biography)</li> <li>• Election procedure and deadlines,</li> <li>• Reimbursement and compensation policy</li> </ul>
<b>Administrative Officials</b>	<ul style="list-style-type: none"> <li>• General manager and key staff (names, contact info, compensation, and benefits)</li> </ul>
<b>Audits</b>	<ul style="list-style-type: none"> <li>• Current financial audit</li> <li>• Financial audits for the past three years</li> </ul>
<b>Contracts</b>	<ul style="list-style-type: none"> <li>• Current requests for proposals and bidding opportunities (more than \$25,000 in value)</li> <li>• Instructions on how to submit a bid or proposal</li> <li>• Approved vendor contracts (more than \$25,000 in value)</li> </ul>
<b>Public Records</b>	<ul style="list-style-type: none"> <li>• Online/downloadable Public Records Act (or FOIA) request form</li> </ul>
<b>Revenue Sources</b>	<ul style="list-style-type: none"> <li>• Summary of fees received and summary of revenue sources</li> </ul>
<b>District Specific</b>	<ul style="list-style-type: none"> <li>• Authorizing statute/enabling act (Principal Act or Special Act)</li> <li>• Board member ethics training certificates</li> </ul>



## RESPONSE TO GRAND JURY REPORT FORM

Report Title: *2015-16 Web Transparency Report Card: Bringing Marin County's Local Governments to Light*

Report Date: March 10, 2016

Public Release Date: March 17, 2016

Response by: June 10, 2016

### FINDINGS

- I (we) agree with the findings numbered: N/A
- I (we) disagree wholly or partially with the findings numbered: N/A  
(Attach a statement specifying any portions of the findings that are disputed; include an explanation of the reasons therefor.)

### RECOMMENDATIONS

- Recommendations numbered R1, R3 have been implemented.  
(Attach a summary describing the implemented actions.) **See Attachment A.**
- Recommendations numbered N/A have not yet been implemented, but will be implemented in the future.  
(Attach a timeframe for the implementation.)
- Recommendations numbered N/A require further analysis.  
(Attach an explanation and the scope and parameters of an analysis or study and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.)
- Recommendations numbered N/A will not be implemented because they are not warranted or are not reasonable.  
(Attach an explanation.)

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

GARY O. PHILLIPS, Board Chairman  
San Rafael Sanitation District

Number of pages attached 6 (including this page)

## ATTACHMENT "A"

### RESPONSE FROM THE SAN RAFAEL SANITATION DISTRICT TO GRAND JURY REPORT "2015-16 WEB TRANSPARENCY REPORT CARD: BRINGING MARIN COUNTY'S LOCAL GOVERNMENTS TO LIGHT"

#### Recommendations:

**R1:** The agency should improve its web transparency score to "B-" (or better), by updating its website and submitting the appropriate self-audit form. The form may be obtained by emailing: [grandjury-audit@marincounty.org](mailto:grandjury-audit@marincounty.org).

**Response:** *Implemented:* SRSD has improved and updated its webpage. The self-audit form has also been submitted on-line.

**R3:** The agency should update its website to include information of the annual compensation of its elected officials, officers, and employees; and this information should also be submitted to the Controller, as required by Sections 12463 and 53909 of the California Government Code.

**Response:** *Implemented:* SRSD has updated its webpage to include information on the annual compensation of its Board members and staff. Since the District contracts with the City of San Rafael for its employees, the City of San Rafael submits the staff information to the Controller. Please see the attached for a copy of the Government Compensation in California (GCC) webpage in regard to Sanitation staff. In addition, the District does file with the Controller's Office in regard to its Board members. Please see the attached GCC webpage in regard to the San Rafael Sanitation District. Please note that as directed by the Controller's Office, Board members are considered independent contractors who do not receive a "salary" that is reportable. Therefore, the amount for compensation is indicated as zero.





**Controller Betty T. Yee**  
California State Controller's Office

## Government Compensation in California

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Notice to Our Website Visitors - Due to server maintenance at our website host (the state's California Department of Technology), the Controller's GCC application may be unavailable for up to 30 minutes, Friday, June 10, 2016, and Friday, June 17, 2016, between the hours of 6 p.m. and 1 a.m. Pacific Time. We sincerely apologize for any inconvenience this may cause, and we will update this message if this schedule changes. – The Controller's Web Support Team

Sanitation ([San Rafael](#)) **2014** ☐

Select another department to view details:  ☐

**17** employees

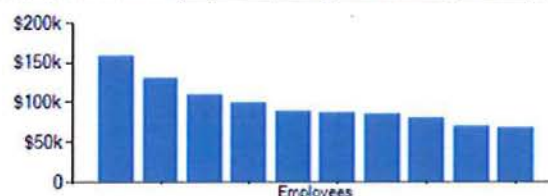
**\$77,036** average wages  
in this department

**\$47,609** avg. retirement & health cost  
in this department

**\$1,309,619** total wages  
paid by this department

**\$809,345** total retirement & health cost  
paid by this department

Data at a Glance: **Top 10 Emp. - Highest Total Wages** ☐



[Try the Report Builder](#)

For more information go to <http://www.cityofsanrafael.org/hr-home/>

Last Updated: 12/15/2015

### Other Positions in this Department

The State Controller's Office is not responsible for the accuracy of this information. [Learn more.](#)

Save results as [XLS](#) [PDF](#)

Filter by: **Total Wages** ☐ Min  Max  [Apply](#) | [Reset](#)

Search in table:  [Find Next](#)

Showing page 1 of 1

<< First < Previous 1 of 1 Next > Last >>

Position	Department	Total Wages	Total Retirement & Health Cost
<a href="#">District Manager/Engineer-Srsd</a>	<a href="#">Sanitation</a>	\$167,945	\$93,226
<a href="#">Senior Civil Engineer - Srsd</a>	<a href="#">Sanitation</a>	\$130,609	\$75,991
<a href="#">Sewer Maintenance Superintendent</a>	<a href="#">Sanitation</a>	\$108,943	\$70,718
<a href="#">Sewers Supervisor</a>	<a href="#">Sanitation</a>	\$99,448	\$50,819
<a href="#">Sewer Lead Maintenance Worker</a>	<a href="#">Sanitation</a>	\$87,951	\$52,608
<a href="#">Gis Analyst II</a>	<a href="#">Sanitation</a>	\$87,212	\$50,416
<a href="#">Sewer Lead Maintenance Worker</a>	<a href="#">Sanitation</a>	\$85,272	\$54,351
<a href="#">Construction Inspector- Srsd</a>	<a href="#">Sanitation</a>	\$79,704	\$36,798
<a href="#">Sewer Maintenance Worker II</a>	<a href="#">Sanitation</a>	\$68,692	\$47,724
<a href="#">Sewer Maintenance Worker II</a>	<a href="#">Sanitation</a>	\$66,998	\$41,270
<a href="#">Administrative Assistant III</a>	<a href="#">Sanitation</a>	\$65,868	\$47,138
<a href="#">Sewer Maintenance Worker II</a>	<a href="#">Sanitation</a>	\$61,723	\$49,199
<a href="#">Sewer Maintenance Worker II</a>	<a href="#">Sanitation</a>	\$60,920	\$49,199
<a href="#">Sewer Maintenance Worker II</a>	<a href="#">Sanitation</a>	\$60,539	\$49,199
<a href="#">Sewer Maintenance Worker II</a>	<a href="#">Sanitation</a>	\$48,209	\$20,435

<a href="#">Assistant Civil Engineer-Sr sd</a>	<a href="#">Sanitation</a>	\$32,126	\$16,617
<a href="#">Assistant Civil Eng - Land Develop.</a>	<a href="#">Sanitation</a>	\$7,460	\$3,637

Showing page 1 of 1

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**Controller Betty T. Yee**  
California State Controller's Office

## Government Compensation in California

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[GCC Home](#) » [Browse](#) » [Special Districts](#) » San Rafael Sanitation District

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San Rafael Sanitation District ([Marin County](#)) **2014**

Select a department to view details:

**5** employees

**\$0** average wages  
in this special district

**\$0** avg. retirement & health cost  
in this special district

**\$0** total wages  
paid by this special district

**\$0** total retirement & health cost  
paid by this special district

Data at a Glance: **Top 10 Emp. - Highest Total Wages**

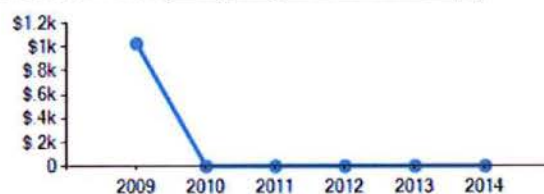


Click a bar for more information

[Try the Report Builder](#)

Activity: [Waste Disposal Enterprise](#)

Historical Data: **Average Wages**



Hover over a data point for more information

This entity has not provided a website link.

Last Updated: 2/23/2016

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Save results as [XLS](#) [PDF](#)

Report: **Employees**

Filter by: **Total Wages**  Min  Max  [Apply](#) | [Reset](#)

Showing page 1 of 1

Search in table:  [Find Next](#)

<< First < Previous 1 of 1 Next > Last >>

Position	Department	Total Wages	Total Retirement & Health Cost
<a href="#">Director</a>	<a href="#">Board</a>	--	--
<a href="#">Director</a>	<a href="#">Board</a>	--	--
<a href="#">Director</a>	<a href="#">Board</a>	--	--
<a href="#">Alternate</a>	<a href="#">Board</a>	--	--
<a href="#">Alternate</a>	<a href="#">Board</a>	--	--

Showing page 1 of 1

<< First < Previous 1 of 1 Next > Last >>

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**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 16-1139**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE  
THE SAN RAFAEL SANITATION DISTRICT'S RESPONSE TO  
THE 2015-2016 MARIN COUNTY CIVIL GRAND JURY REPORT ENTITLED  
"2015-16 WEB TRANSPARENCY REPORT CARD:  
BRINGING MARIN COUNTY'S LOCAL GOVERNMENT TO LIGHT"**

**WHEREAS**, pursuant to Penal Code Section 933, a public agency which receives a Grand Jury Report addressing aspects of the public agency's operations must comment on the findings and recommendations contained in the Report in writing within ninety (90) days to the Presiding Judge of the Superior Court with a copy to the Foreperson of the Grand Jury; and

**WHEREAS**, Penal Code Section 933 specifically requires that the "governing body" of the public agency provide said response; and, in order to lawfully comply, the governing body must consider and adopt the response at a noticed public meeting pursuant to the Brown Act; and

**WHEREAS**, the Board of Directors of the San Rafael Sanitation District has received and reviewed the 2015-2016 Marin County Civil Grand Jury Report dated March 10, 2016, entitled "2015-16 Web Transparency Report Card: Bringing Marin County's Local Governments to Light" and has agendized it for this meeting for a response.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Board of Directors of the San Rafael Sanitation District hereby:

1. Approves and authorizes the Chairman to execute the San Rafael Sanitation District's response to the 2015-2016 Marin County Civil Grand Jury Report entitled "2015-16 Web Transparency Report Card: Bringing Marin

County's Local Governments to Light," a copy of which is attached hereto and incorporated herein.

2. Directs the District Secretary to forward the District's response to the Grand Jury Report to the Presiding Judge of the Marin County Superior Court and to the Foreperson of the Marin County Civil Grand Jury.

**PASSED AND ADOPTED** at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 9th day of June, 2016, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

---

**Gary O. Phillips, Chairman**

**ATTEST:**

---

**Maribeth Bushey, Secretary**





**San Rafael  
Sanitation  
District**

111 Morpew Street  
PO Box 151560  
San Rafael, CA 94915-1560

Telephone 415 454-4001  
Facsimile 415 454-2270

**Board of Directors**

Gary O. Phillips, Chairman  
Maribeth Bushey, Secretary/Director  
Katie Rice, Director

**District Manager/District Engineer**

Doris Toy, P.E.

June 9, 2016

The Honorable Judge Kelly V. Simmons  
Marin County Superior Court  
P.O. Box 4988  
San Rafael, CA 94913-4988

Re: Grand Jury Report: **"2015-16 Web Transparency Report Card: Bringing Marin County's Local Governments to Light"**

Honorable Judge Kelly Simmons:

We are forwarding to you the following documents:

- Duplicate original of Resolution No. 16-1139 adopted by the San Rafael Sanitation District on June 9, 2016, approving and authorizing the Chairman to execute the District's response; and
- Original of the "Response to Grand Jury Report Form," executed by the District Chairman on June 9, 2016, together with Attachment "A".

Please contact Doris Toy, the SRSD District Manager/District Engineer, at 485-3484 if you have any questions.

Sincerely,

GARY O. PHILLIPS  
Board Chairman  
San Rafael Sanitation District

GOP/ch

Attachments

cc: Doris Toy, District Manager/District Engineer (with enclosures)  
Jack F. Govi, Assistant County Counsel (with enclosures)



**San Rafael  
Sanitation  
District**

111 Morpew Street  
PO Box 151560  
San Rafael, CA 94915-1560

Telephone 415 454-4001  
Facsimile 415 454-2270

**Board of Directors**

Gary O. Phillips, Chairman  
Maribeth Bushey, Secretary/Director  
Katie Rice, Director

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

June 9, 2016

Ms. Victoria Harrison, Foreperson Pro tem  
Marin County Civil Grand Jury  
3501 Civic Center Drive, Room 275  
San Rafael, CA 94903

Re: Grand Jury Report: **"2015-16 Web Transparency Report Card: Bringing Marin County's Local Governments to Light"**

Dear Ms. Harrison:

We are forwarding to you the following documents:

- Duplicate original of Resolution No. 16-1139 adopted by the San Rafael Sanitation District on June 9, 2016, approving and authorizing the Chairman to execute the District's response; and
- Original of the "Response to Grand Jury Report Form," executed by the District Chairman on June 9, 2016, together with Attachment "A".

Please contact Doris Toy, the SRSD District Manager/District Engineer, at 485-3484 if you have any questions.

Sincerely,

GARY O. PHILLIPS  
Board Chairman  
San Rafael Sanitation District

GOP/ch

Attachments

cc: Doris Toy, District Manager/District Engineer (with enclosures)  
Jack F. Govi, Assistant County Counsel (with enclosures)



5.a.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item 5a.*

**DATE:** June 9, 2016

**TO:** San Rafael Sanitation District Board of Directors

**PREPARED BY:** Doris Toy, District Manager/District Engineer *DT*

**SUBJECT:** Resolution of the Board of Directors of the San Rafael Sanitation District Establishing Sewer Connection Fees Effective July 1, 2016 – June 30, 2017

---

**RECOMMENDATION:**

Staff recommends that the Board of Directors of the San Rafael Sanitation District adopt the resolution.

**BACKGROUND:**

Ordinance No. 56, Section 5 (Annual Connection Fee Adjustment), which was adopted March 1, 2006, states that each year, commencing on July 1, 2006, and continuing thereafter on each July 1<sup>st</sup>, the sewer connection fees shall be adjusted by an increment determined by the change in the base index as shown in the Engineering News Record Construction Cost Index (ENR Index) for San Francisco. However, the District Board may, at its discretion, postpone the adjustment for any successive year.

**ANALYSIS:**

When the sewer connection fees were increased last year, the ENR Index for May 2015 was 11,169.32. This year, the ENR Index for May 2016 is 11,550.40, which results in a 3.41% increase in the District's connection fees.

**FISCAL IMPACT:**

The following are the proposed connection fees for FY 2016-2017 with an increase of 3.41%:

Connection Fees	FY 15-16	FY 16-17	Change
Administrative/Inspection	\$1,377.17	\$1,424.13	\$46.96
Single Family Residence	\$3,314.71	\$3,427.74	\$113.03
Multiple Dwelling/unit	\$3,314.71	\$3,427.74	\$113.03
Commercial for first 16 plumbing fixture units	\$3,314.71	\$3,427.74	\$113.03
Each Fixture unit over 16	\$207.17	\$214.23	\$7.06
Public schools & Public agencies for first 16 plumbing fixture units	\$3,314.71	\$3,427.74	\$113.03
Each Fixture unit over 16	\$207.17	\$214.23	\$7.06

**OPTIONS:**

1. The Board may decide not to adopt the resolution. In the future when the Board does decide to increase the connection fees, it may be a larger increase.
2. Staff recommends increasing the connection fees in small increments, such as annually, and adopting the resolution to increase the sewer connection fees for FY 2016-17.

**ACTION REQUIRED:**

It is the recommendation of District staff that the Board of Directors of the San Rafael Sanitation District adopt the resolution increasing sewer connection fees in accordance with Ordinance Number 56, effective July 1, 2016 – June 30, 2017.

Attachment: Resolution



**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 16-1134**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
INCREASING SEWER CONNECTION FEES  
IN ACCORDANCE WITH ORDINANCE NUMBER 56  
EFFECTIVE JULY 1, 2016 - JUNE 30, 2017**

**WHEREAS**, an important element of the San Rafael Sanitation District's Financing Plan for Wastewater Transport System Improvements was the need for regular adjustments of the District's sewer connection charges; and

**WHEREAS**, said Financing Plan recommended annual adjustments to said charges to stay even with construction cost inflation; and

**WHEREAS**, the most widely accepted measure of change in construction costs is the Engineering News Record Construction Cost Index (ENR Index); and

**WHEREAS**, District Ordinance Number 56, adopted March 1, 2006, revised sewer connection fees and provided for an annual adjustment based on the change in said Construction Cost Index; and

**WHEREAS**, the ENR Index for May, 2016, would result in an increase of 3.41% in District sewer connection fees.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the San Rafael Sanitation District, County of Marin, State of California, that effective July 1, 2016, through June 30, 2017, sewer connection fees are established as follows:

**SECTION 1.** Section 4 of Ordinance Number 56 is hereby amended to read as follows:

**SECTION 4. Connection fees.** The connection fees for connecting to the District's sewer system are as follows:

(a) **Basic Connection Fee**

Administrative/Inspection fee	\$1,424.13
Single family residence	\$3,427.74
Multiple dwelling, per unit	\$3,427.74
Commercial establishments	\$3,427.74
for the first 16 plumbing fixture	
units plus \$214.23 for each fixture	
unit over 16	
Public schools and public agencies	\$3,427.74
for the first 16 plumbing fixture	
units plus \$214.23 for each fixture	
unit over 16	

**PASSED AND ADOPTED** at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 9<sup>th</sup> day of June, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

\_\_\_\_\_  
**Gary O. Phillips, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Maribeth Bushey, Secretary**



5.b.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 5.b.*

**DATE:** June 9, 2016  
**TO:** San Rafael Sanitation District Board of Directors  
**FROM:** Doris Toy, District Manager/District Engineer *DT*  
**SUBJECT:** 2016-17 Appropriations Limit (Proposition 4)

---

**Recommendation:**

Adopt resolution establishing the Fiscal Year 2016-17 Appropriations Limit.

**Background/Summary:**

Article XIII B of the California Constitution specifies that appropriations made by State and local governments may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or of the change in the local assessment roll due to local non-residential construction.

The Department of Finance is mandated to provide the population and California per capita personal income change data for local jurisdictions to calculate their appropriations limits. District staff has been provided with the new price and population factors for setting the Fiscal Year 2016-17 Appropriations Limit. Using the factors provided, the calculated maximum limit applicable to the Fiscal Year 2016-17 appropriations of tax proceeds is \$1,125,796.

The District receives proceeds of taxes from property taxes and ERAF revenues that may be excluded from the limit as qualified capital outlay under the rules for appropriations subject to limitation. For the Fiscal Year 2016-17, the District anticipates its proceeds of taxes to be excluded from the limit in their entirety or excluded below the limit and the amount subject to refund to be \$0. The calculation of actual proceeds of taxes received and the extent of proceeds of taxes excluded from the limit is included as part of the annual audit.

Attachments: Resolution  
2016-17 Appropriation Limit Calculation  
Department of Finance Price and Population Information

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 16-1135**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN RAFAEL SANITATION DISTRICT  
ESTABLISHING THE 2016-17 APPROPRIATIONS LIMIT  
(PROPOSITION 4)**

**BE IT RESOLVED** by the Board of Directors of the San Rafael Sanitation District, County of Marin, State of California, that the calculated maximum limit applicable to the 2016-17 appropriation of tax proceeds is \$1,125,796 in accordance with Article XIII B of the Constitution of the State of California.

**PASSED AND ADOPTED** at a regular meeting of the San Rafael Sanitation District Board of Directors on the 9th day of June, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

\_\_\_\_\_  
**Gary O. Phillips, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Maribeth Bushey, Secretary**



SAN RAFAEL SANITATION DISTRICT  
2016-17 APPROPRIATION LIMIT CALCULATION

Per Capita Personal Income Change For FY 2016-17			5.37%
<u>PCPI Ratio:</u>	$\frac{5.37+100}{100}$		<u>1.0537</u>
Population Change For FY 2016-17			
San Rafael	0.12		
Unincorporated	0.21		
Population Change Weighted Average:	(a)	(b)	(a) x (b)
San Rafael	0.12	0.90	0.1080
Unincorporated	0.21	0.10	0.0210
		<u>1.00</u>	<u>0.1290</u>
<u>Population Ratio:</u>	$\frac{0.1290+100}{100}$		<u>1.0013</u>
	(a)	(b)	(a) x (b)
Factor for FY 2016-17	1.0537	1.0013	1.0551
FY 2015-16 Appropriation Limit			1,067,004
	(a)	(b)	(a) x (b)
Calculated FY 2016-17 Appropriation Limit	1.0551	1,067,004	<u>1,125,796</u>



DEPARTMENT OF  
**FINANCE**  
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR

STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2016

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN

Director

By:

AMY COSTA

Chief Deputy Director

Attachment



- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

**2016-17:**

Per Capita Cost of Living Change = 5.37 percent  
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio:  $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio:  $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:  $1.0537 \times 1.0090 = 1.0632$

Fiscal Year 2016-17

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016**

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
Marin				
Belvedere	0.42	2,153	2,162	2,162
Corte Madera	-0.01	9,345	9,344	9,344
Fairfax	-0.09	7,433	7,426	7,426
Larkspur	0.60	12,371	12,445	12,445
Mill Valley	0.34	14,830	14,880	14,880
Novato	0.84	54,097	54,550	54,749
Ross	0.24	2,521	2,527	2,527
San Anselmo	0.17	12,845	12,867	12,867
San Rafael	0.12	60,507	60,582	60,582
Sausalito	0.07	7,212	7,217	7,217
Tiburon	0.20	9,484	9,503	9,503
Unincorporated	0.21	64,682	64,815	68,572
County Total	0.33	257,480	258,318	262,274

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



5.c.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item 5.c.*

**DATE:** June 9, 2016  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer *DT*  
**SUBJECT:** Adoption of Investment Policy

---

**RECOMMENDATION:**

Approve and adopt the *Statement of Investment Policy, FY 2015-2016* of the County of Marin as the investments policy for the San Rafael Sanitation District.

**BACKGROUND/SUMMARY:**

The California Government Code Section 53600 requires all California special districts to adopt an investment policy annually. The District utilizes the services of the Marin County to collect its revenues, disburse expenses, and to invest its cash not required for immediate use. The County of Marin invests all of its cash and cash held in custody for other Marin County special districts in accordance with its Statement of Investment Policy adopted annually by the Marin County Board of Supervisors. The Marin County investment policy meets the requirements of the California Government Code as well as County-specific requirements such as the Nuclear Freeze Ordinance Measure A approved by Marin voters in 1986. The Marin County investment policy is audited annually for conformance with its stated policy and California law.

The District maintains all of its cash with the County of Marin's pooled cash and investments. Given that the District does not independently manage investments, the District's investments, therefore, conform with those of the County of Marin to the extent of its pro-rata share of the aggregate investment pool. Accordingly, the investments policy of the County of Marin effectively serves as the investments policy of the District.

**FINANCIAL IMPACT:**

None.

Attachments: District Resolution  
County of Marin Statement of Investment Policy, FY 2015-2016

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 16-1136**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
TO APPROVE THE INVESTMENT POLICY  
OF THE COUNTY OF MARIN AS THE INVESTMENT POLICY  
FOR THE SAN RAFAEL SANITATION DISTRICT**

**WHEREAS**, all California Special Districts are required by the California Government Code to adopt an investment policy annually; and

**WHEREAS**, the District does not independently manage investments but rather utilizes the services of the County of Marin for most of its cash management needs; and

**WHEREAS**, the County of Marin invests the District's cash as well as all other cash in its custody in accordance with its *Statement of Investment Policy* adopted annually by the Marin County Board of Supervisors and audited annually by the County's external auditors; and

**WHEREAS**, the District's investments are its pro-rata share of the aggregate Marin County pool.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** to approve and adopt the *Statement of Investment Policy, FY 2015-16* of the County of Marin as the investment policy for the San Rafael Sanitation District.

**PASSED AND ADOPTED** by the Board of Directors of the San Rafael Sanitation District at its regular meeting of June 9, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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**Gary O. Phillips, Chairman**

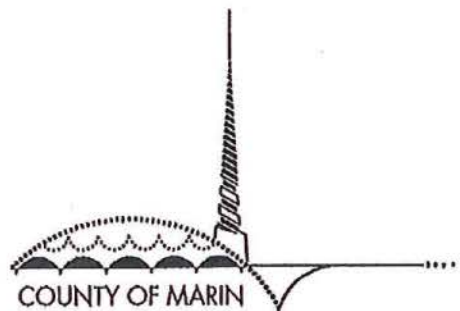
**ATTEST:**

---

**Maribeth Bushey, Secretary**



***COUNTY OF MARIN***  
***STATEMENT OF INVESTMENT***  
***POLICY***



***FY 2015-2016***

***DEPARTMENT OF FINANCE***  
***ROY GIVEN, DIRECTOR***

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# **COUNTY OF MARIN**

## **STATEMENT OF INVESTMENT POLICY**

Under the authority delegated to the Director of Finance by the Board of Supervisors and in accordance with the California Government Code, the following sets forth the investment policy of the County of Marin:

### **I. OBJECTIVES:**

All funds on deposit in the County Treasury shall be invested in accordance with the California Government Code Sections 53600 et sec. and Sections 53639 et sec. to ensure:

- (a) **Preservation of capital** through high quality investments and by continually evaluating the credit of financial institutions approved for investment transactions, and securities considered and held in safekeeping;
- (b) **Maintenance of sufficient liquidity** to enable the participants and other depositors to meet their operating requirements;
- (c) **A rate of return** consistent with the above objectives.

### **2. PARTICIPANTS**

Participants in the Marin County Pool are defined as Marin County, Marin Public School Agencies, Marin Community College, Marin County Office of Education, districts under the control of the County Board of Supervisors, autonomous/independent districts whose treasurer is the Director of Finance and any other district or agency approved by the Board of Supervisors and the Director of Finance using the County of Marin as their fiscal agent.

- (a) **Statutory participants** are those government agencies within the County of Marin for which the Marin County Treasurer is statutorily designated as the Custodian of Funds.
- (b) **Voluntary participants** are other local agencies that may participate in the Pooled Investment Fund, such as special districts and cities for which the Marin County Treasurer is not statutorily designated as the Custodian of Funds. Participation is subject to approval by the Director of Finance, and in accordance with California Government Code Section 53684.

### **3. AUTHORIZED PERSONS**

Authorized persons for investment purposes include principal staff as designated by the Director of Finance on the Authorized Investor List. Designated Principal Staff shall make all investment decisions. To minimize the risk of disrupting the day to day business activities, Principal Staff shall use separate means of travel to attend training and conferences.

All investment decisions shall be made with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting, as a trustee, in a like capacity and familiarity would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the participants.

#### **4. BIDS & PURCHASE OF SECURITIES**

Prior to the purchase of an investment pursuant to this policy the persons authorized to make investments shall assess the market and market prices using information obtained from available sources including investment services, broker/dealers, and the media. Bids for various investments shall be evaluated considering preservation of capital as the most important factor, liquidity as the second most important factor and lastly, yield. Investments in commercial paper, bankers acceptances and certificates of deposit for each issuer shall be limited to five percent (5%) of Treasury assets, determined using the Treasury balance at the time of purchase, except that investments in overnight commercial paper shall be limited to seven percent (7%) of Treasury assets for any one issuer. The investment selected for purchase shall be that investment which in the opinion of the purchaser most clearly meets these objectives. All security transactions shall be documented at the time the transaction is consummated.

#### **5. TERM**

Maturities of investments in the Marin County Treasury Pool shall be selected based upon liquidity requirements. The maximum remaining term to maturity for an investment shall be three (3) years; except that, subject to the limitations set forth in Sections 53601 et seq. and 53635 et seq. of the California Government Code, the Director of Finance may authorize investments in U.S. Treasury obligations and/or U.S. and local agency obligations with a maximum remaining term to maturity that shall not exceed five (5) years. The weighted average maturity of the investment pool, to be determined at the time of purchase, shall not exceed 540 days to final maturity/call.

Capital Funds, Construction Funds, or money obtained through the sale of agency surplus property, may be invested by the Director of Finance in specific investments outside of the Pool provided the Director of Finance obtains written approval from the governing board of the County, School District or Special District. No investment shall have a remaining maturity in excess of five (5) years.

Proceeds of Debt Issues set aside for repayment of any County, School District, or Special District financings shall not be invested for a term that exceeds the term set forth in the financing documents.



**6. ALLOWED INVESTMENTS**

Pursuant to California Government Code Sections 53601 et seq. & 53635 et seq., the County Director of Finance may invest in the following subject to the limitations as set forth:

- (a) United States Treasury obligations.
- (b) United States Agency obligations.
- (c) Securities of U.S. Government Agencies & Instrumentalities
- (d) State of California Bonds and Registered Warrants.
- (e) Bonds, Notes, Warrants or other evidence of indebtedness of a local agency within the State of California.
- (f) Bankers acceptances not to exceed one hundred eighty (180) days to maturity or at the time of purchase thirty percent (30%) of the treasury fund balance.
- (g) Commercial paper of "prime" quality of the highest letter and numerical rating as provided for by Moody's Investors Service, Inc., or Standard and Poor's Corporation, to be chosen from among corporations organized and operating within the United States with assets in excess of \$500,000,000.00 and having an "A" or higher rating for the issuer's debt, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed two hundred seventy (270) days in maturity and may not exceed forty percent (40%) of the treasury fund balance.
- (h) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a state or federal association or by a state-licensed branch of a foreign bank selected on the basis of financial stability and credit rating criteria employed by the County Director of Finance. Negotiable certificates of deposit may not exceed thirty percent (30%) of the treasury fund balance.



i) **Non-negotiable certificates of deposit (Time Deposits)** with a nationally or state-chartered bank or a state or federal association selected on the basis of financial stability, credit rating and reputation using criteria employed by the County Director of Finance fully collateralized at one hundred ten percent (110%) of market value with U.S. Government Securities, high-grade Municipal Bonds, instruments of federal agencies, including mortgage backed securities at one hundred fifty percent (150%) of market value with promissory notes secured by first deeds of trust upon improved residential real property as provided by the Government Code.

(j) **Medium-term Notes** rated "A" or better, to be chosen from among corporations with assets in excess of \$500,000,000.00 with a maturity not to exceed two years from the date of purchase. Purchase of eligible medium-term notes may not exceed thirty percent (30%) of the treasury fund balance.

(k) **Shares of beneficial interest issued by diversified management companies**, which are money market funds investing in securities and obligations as authorized by this investment policy. To be eligible for investment these companies shall attain the highest ranking or the highest letter and numerical rating provided by no less than two nationally recognized statistical rating organizations and have assets under management in excess of \$500,000,000.00. The purchase price may not include any commissions that these companies may charge, and the purchase of shares in any one mutual fund may not exceed ten percent (10%) of the treasury balance and the total invested may not exceed twenty percent (20%) of the treasury balance. Shares of beneficial interest issued by diversified management companies may include shares in investment trusts established under provisions of the California Joint Exercise of Powers Act.

(l) **Repurchase agreements** on any investment authorized by this investment policy where the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at one hundred two percent (102%) or greater of the funds borrowed against those securities, and the value shall be adjusted daily. The County Director of Finance or designee must approve any collateral substitution by the seller, and any new collateral should be reasonably identical to the original collateral in terms of maturity, yield, quality and liquidity.

(m) **California State Local Agency Investment Pool (LAIF)** operated by the State Treasurer's office.

(n) **Financial Institution Investment Accounts** - All funds on deposit with the County shall be managed by the County Director of Finance. The Director of Finance may, at his option, at the time of placement, place not more than five percent (5%) of the Treasury assets at the time of investment with a financial institution for the purpose of managing such funds. Securities eligible for purchase by the financial institution are limited to United States Treasury and Agency obligations with a "AAA" credit quality rating, must be held in the County's name in a third party custody account, may not have a remaining maturity in excess of three (3) years, and the account shall have an average maturity of 1.5 years or less. All security transactions shall be supervised and approved by designated staff on the Authorized Investor List.

Where a percentage limitation is specified for a particular category of investments, that percentage is applicable only at the time of purchase.

7. **PROHIBITED INVESTMENTS**

(a) The County Director of Finance shall not invest in any **Derivatives** such as inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages or any security bearing a rate of interest which is not known at the time of purchase.

(b) The County Director of Finance shall not invest any funds in any security that could result in **zero interest accrual** if held to maturity or where there is a risk of loss of principal when held to maturity.

(c) **Reverse repurchase agreements**, securities lending agreements and all other investments that are not specifically allowed by this investment policy are prohibited.

(d) In accordance with Marin County's Nuclear Freeze Ordinance Measure "A" (Exhibit 1) as approved by the voters on November 4, 1986, the County is prohibited from investing in securities or other obligations of any corporation or business entity which is a **nuclear weapons contractor**.

Furthermore, said corporations or business entities that the County Director of Finance does invest in must file an affidavit as required by Measure "A" Section VI. B certifying that neither it, nor its parent company, affiliates or subsidiaries are nuclear weapons contractors. A copy of each affidavit received shall be sent to the Peace Commission.



#### **8. BROKERS**

Broker/dealers shall be selected by the Director of Finance upon recommendation by the Investment Officer or designated principal staff on the Authorized Investor List. Selection of broker/dealers shall be based upon the following criteria: the reputation and financial strength of the company or financial institution and the reputation and expertise of the individuals employed. The Director of Finance shall be prohibited from selecting any broker, brokerage firm, dealer, or securities firm that has, within any 48 consecutive month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, any member of the Board of Supervisors, any member of the governing board of a local agency having funds held in the County Treasury, or any candidate for those offices. The broker/dealers shall be provided with and acknowledge receipt of the County Investment Policy.

#### **9. WITHDRAWALS**

No withdrawals from the Marin County Pool shall be made for the purpose of investing and or depositing those funds outside the pool without the prior approval of the Marin County Director of Finance. The Director of Finance shall evaluate each proposed withdrawal to assess the effect the withdrawal will have upon the stability and predictability of the investments in the County Treasury. Approval shall be given unless the withdrawal will adversely affect the interests of the other depositors. Requests for withdrawals for the purpose of investing or depositing funds outside the pool shall be made in writing at least ten (10) business days in advance of the proposed withdrawal date. Notice in writing of at least five (5) business days shall be required for withdrawals in excess of \$250,000.00 for loan repayments, capital expenditures and any expenditure not in the ordinary course of operations.

#### **10. SWAPS**

Securities can be swapped for other approved securities with similar maturity schedules to gain higher rates of return. When a swap involves a change in liquidity, future cash needs shall be conservatively estimated.



**11. LOSSES**

Losses are acceptable on a sale before maturity, and may be taken if the reinvestment proceeds will earn an income flow with a present value higher than the present value of the income flow that would have been generated by the original investment, considering any investment loss or foregoing interest on the original investment.

**12. DELIVERY & SAFEKEEPING**

Delivery of all securities shall be through a third party custodian. Non-negotiable certificates of deposit and notes of local agencies may be held in the Director of Finance's safe. The County's safekeeping agent shall hold all other securities. No security shall be held in safekeeping by the broker/dealer from whom it was purchased. Settlement payment in a securities transaction will be against delivery only, and a Due Bill or other substitution will not be acceptable. Persons authorized under section three (3) who did not originate the investment transaction shall review all confirmations for conformity with the original transaction. Confirmations resulting from securities purchased under a repurchase agreement shall state the exact and complete nomenclature of the underlying securities purchased.

**13. APPORTIONMENT OF INTEREST & COSTS**

Interest shall be apportioned to all pool participants quarterly based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the investment pool. The amount of interest apportioned shall be determined using the cash method of accounting whereby interest will be apportioned for the quarter in which it was actually received. The Director of Finance shall deduct from the gross interest received those actual administrative costs relating to the management of the treasury including salaries and other compensation, banking costs, equipment purchased, supplies, costs of information services, audits and any other costs as provided by Section 27013 of the Government Code.

**14. CONFLICT OF INTEREST**

A member of the county treasury oversight committee, the County Director of Finance or County employees working in the Treasurer's office shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other person with whom the county treasury conducts business, that are in violation of *state law*.

**15. AUDITS**

The County of Marin investment portfolio shall be subject to a process of independent review by the County's external auditors. The County's external auditors shall review the investment portfolio in connection with the annual county audit for compliance with the statement of investment policy pursuant to Government Code Section 27134. The results of the audit shall be reported annually to the Director of Finance and the Marin County Treasury Oversight Committee.

**15.1 Compliance Audit: Government Code Section 27134**

The Treasury Oversight Committee shall cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6 of the Government Code. This audit may include issues relating to the structure of the investment portfolio and risk

**16. REVIEW**

The Director of Finance and designated staff will perform a monthly review of the investment function.

**17. REPORTS**

The Director of Finance shall prepare a monthly report listing all investments in the County Pool as of the last day of the month and a report of the average days to maturity and yield of investments in the County Pool. The Director of Finance shall also prepare a monthly report for all non-pooled investments. These reports shall be distributed to the Marin County Board of Supervisors, Superintendent of Schools, Marin Public School Agencies, Special Districts, non-pooled investors, the County's Investment oversight committee, and any other participant upon request.

**18. INVESTMENT POLICY**

The County Director of Finance shall prepare and submit an annual statement of investment policy to the Board of Supervisors.



**19. TREASURY OVERSIGHT COMMITTEE**

Consistent with State law the County has established a Treasury Oversight Committee. The Committee includes representatives from the County of Marin, Superintendent of Schools' Office, School Districts and Special Districts. The Committee shall review and monitor the Investment Policy as contained in California Government Code Sections 27130 – 27137.

**20. DISASTER/BUSINESS CONTINUITY PLAN**

The County of Marin's banking and investment functions are mission critical and as such, the office must have a business continuity plan.

The goal of a disaster/business recovery plan is to protect and account for all funds on deposit with the county treasury and to be able to continue our banking and investment functions for all participants in the event of an occurrence (Earthquake, Fire, Pandemic or other event) which disrupt normal operations. Our plan provides for the ability to perform our banking and investment function at an off-site location under less than optimal conditions and, if needed, even outside our county.

In the event of an occurrence which precludes staff from being able to operate from our office, the attached plan (exhibit 2) will be activated. The plan includes:

- Scope
- Chain of Command
- Continuity Procedure
- Functions and Tasks to be performed
- Equipment and Emergency Packets
- Disaster Assignment
- Off-site locations

Normal processes may be modified in response to an occurrence. However, the county's investment policy shall be strictly followed.



Dated: July 1, 2015

Roy Given  
Director of Finance

Reviewed and monitored by Marin Treasury Oversight  
Committee on November 2, 2015

Approved by Marin County Board of Supervisors on  
December XX, 2015

Attachments:

Exhibit 1 Marin County Nuclear Freeze Ordinance  
Exhibit 2 Disaster/Business Continuity Plan  
Exhibit 3 Authorized Investor List

## Budget Status

## San Rafael Sanitation District

July 1, 2015 through March 31, 2016

OPERATING FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2015</b>	<b>13,249,000</b>	<b>12,828,480</b>	<b>(420,520)</b>	
<b>REVENUE</b>				
400000 · Sewer assessments and charges	15,480,000	8,547,438	(6,932,562)	55%
410010 · Connection fees	10,000	66,363	56,363	664%
451000 · Property taxes	1,157,000	753,713	(403,287)	65%
4410125 · Interest income	15,000	20,288	5,288	135%
461000 · Aid from governmental agencies	-	9,400	9,400	*
499000 · Miscellaneous income	-	-	-	*
<b>Total Revenue</b>	<b>16,662,000</b>	<b>9,397,202</b>	<b>(7,264,798)</b>	<b>56%</b>
<b>TOTAL RESOURCES AVAILABLE</b>	<b>29,911,000</b>	<b>22,225,682</b>	<b>(7,685,318)</b>	
<b>EXPENDITURES</b>				
<b>Supplies and Services</b>				
2361 · Contract with San Rafael	3,005,000	2,163,867	841,133	72%
2388 · Training and education	6,500	1,603	4,897	25%
2477 · Conferences	5,500	-	5,500	0%
2131 · Memberships and subscriptions	14,000	10,706	3,294	76%
2534 · Telephone service	18,500	13,757	4,743	74%
2282 · Director's fees	5,200	2,200	3,000	42%
2713 · Legal services	30,000	10,404	19,596	35%
2325 · Consulting services	64,500	33,439	31,061	52%
2717 · Accounting fees	57,500	42,300	15,200	74%
2716 · Tax collection fees	39,000	22,168	16,832	57%
2059 · General insurance	124,500	86,367	38,133	69%
2051 · Claims and deductibles	35,000	400	34,600	1%
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	744	9,256	7%
2133 · Office & shop supplies	13,300	8,890	4,410	67%
2389 · Miscellaneous expenses	1,500	274	1,226	18%
2359 · Maint - pump sta's and force mains	210,000	106,322	103,678	51%
2360 · O&M - collection systems	170,000	88,660	81,340	52%
2535 · Electric utility costs	155,000	101,667	53,333	66%
2536 · Water utility costs	12,500	5,061	7,439	40%
2363 · Standby services	40,000	15,736	24,264	39%
2083 · Parts and repairs vehicles	51,500	27,819	23,681	54%
2106 · Odor control chemicals	81,500	48,824	32,676	60%
2021 · Uniforms	11,000	4,367	6,633	40%
2365 · Safety equipment and supplies	12,500	1,716	10,784	14%
4045 · Manhole raising	53,500	11,500	42,000	21%
4300 · FOG Program	37,000	10,931	26,069	30%
4188 · Facilities mapping services	95,000	37,950	57,050	40%
<b>Total Supplies and Services</b>	<b>4,371,000</b>	<b>2,859,028</b>	<b>1,511,972</b>	<b>65%</b>

<sup>1</sup> Revenue collection concentrated in second and fourth quarters of fiscal year.



# Budget Status

# San Rafael Sanitation District

July 1, 2015 through March 31, 2016

OPERATING FUND (Continued)				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>746040 - Central Marin Sanitation Agency</b>				
4112 - Sewage treatment	4,470,000	3,290,185	1,179,815	74%
4113 - Sewage treatment - debt service	1,800,000	1,688,582	111,418	94%
<b>Total 746040 - Central Marin Sanitation Agency</b>	<b>6,270,000</b>	<b>4,978,767</b>	<b>1,291,233</b>	<b>79%</b>
<b>Transfers to Capital Funds</b>				
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%
<b>Total Transfers to Capital Funds</b>	<b>6,824,000 <sup>2</sup></b>	<b>6,824,000</b>	<b>-</b>	<b>100%</b>
<b>Budget Status Summary</b>				
Total Supplies & Services	4,371,000	2,859,028	1,511,972	65%
Total Central Marin Sanitation District	6,270,000	4,978,767	1,291,233	79%
Total Transfers to capital funds	6,824,000	6,824,000	0	100%
<b>Total Budgeted Expenditures</b>	<b>17,465,000</b>	<b>14,661,795</b>	<b>2,803,205</b>	<b>84%</b>
<b>FUND BALANCE - ENDING</b>	<b>12,446,000</b>	<b>7,563,887</b>		

<sup>2</sup> 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
<b>FUND BALANCE AT JUNE 30, 2015</b>	<b>1,085,000</b>	<b>1,085,000</b>	<b>-</b>	
<b>REVENUE</b>				
Transfers from Operating Fund	320,000	320,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>1,405,000</b>	<b>1,405,000</b>	<b>-</b>	<b>100%</b>
<b>EXPENDITURES</b>				
<b>Equipment Acquisitions</b>				
4830 - Vehicle and equipment acquisition	233,000	35,367	197,633	15%
<b>Total Equipment Acquisitions</b>	<b>233,000</b>	<b>35,367</b>	<b>197,633</b>	<b>15%</b>
<b>FUND BALANCE - ENDING</b>	<b>1,172,000</b>	<b>1,369,633</b>		

# Budget Status

# San Rafael Sanitation District

July 1, 2015 through March 31, 2016

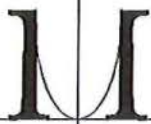
80-YEAR LIFE-CYCLE SEWER REPLACEMENT FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2015</b>	<b>6,349,000</b>	<b>6,349,000</b>	-	
<b>REVENUE</b>				
Transfers from Operating Fund	4,866,000	4,866,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>11,215,000</b>	<b>11,215,000</b>	-	<b>100%</b>
<b>EXPENDITURES</b>				
<b>Capital Improvements - Expend</b>				
4313 · Warner Ct, Woodland Pl (80yr)	300,000	235,421	64,579	78%
4301 · Sewer System condition/capacity	350,000	875	349,125	0%
4309 · Sun Valley-Calif, Humbolt, Nevada	1,883,817	1,423,619	460,198	76%
4318 · Lincoln Ave, Paloma to Mission	840,000	670,905	169,095	80%
4319 · Lincoln Ave, Prospect to Paloma	1,800,000	108,695	1,691,305	6%
4317 · H Street, Fourth to Forbes	70,000	85,835 <sup>3</sup>	(15,835)	123%
4321 · Miscellaneous Projects (80yr)	130,183	-	130,183	0%
4302 · Rehab of Gravity Sewer 80yr	200,000	53,204	146,796	27%
4323 · Woodland Pl/Ave & Octavia	700,000	-	700,000	0%
4324 · Sun Valley-Calif, Solano, Alpine, Windsor	100,000	64,655	35,345	65%
<b>Total 746010 · Capital Improvements - Expend</b>	<b>6,374,000</b>	<b>2,643,209</b>	<b>3,730,791</b>	<b>41%</b>
<b>FUND BALANCE - ENDING</b>	<b>4,841,000</b>	<b>8,571,791</b>		

<sup>3</sup> Variance caused by difference of 6/30/15 expenditure estimate and the actual costs.

PUMP STATION & FORCE MAIN CAPITAL IMPROVEMENT FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 2015-16	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2015</b>	<b>1,340,000</b>	<b>1,340,000</b>	-	
<b>REVENUE</b>				
Transfers from Operating Fund	1,638,000	1,638,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>2,978,000</b>	<b>2,978,000</b>	-	<b>100%</b>
<b>EXPENDITURES</b>				
<b>Capital Improvements - Expend</b>				
4143 · Cayes Pump Station	-	(4,768) <sup>4</sup>	4,768	*
4145 · Cathodic Protection	290,000	251,735	38,265	87%
4146 · Glenwood Pump Station	1,700,000	1,260,126	439,874	74%
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%
<b>Total 746010 · Capital Improvements - Expend</b>	<b>2,349,000</b>	<b>1,507,093</b>	<b>841,907</b>	<b>64%</b>
<b>FUND BALANCE - ENDING</b>	<b>629,000</b>	<b>1,470,907</b>		

<sup>4</sup> Negative expenditure caused by difference of 6/30/15 expenditure estimate and the actual costs.





MAHER ACCOUNTANCY 1101 FIFTH AVENUE • SUITE 200 • SAN RAFAEL, CA 94901

Financial Plumblime

## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Rafael Sanitation District

Management is responsible for the accompanying special purpose statement of San Rafael Sanitation District (a California Special District) which comprise the budgetary status report for the period ended March 31, 2016, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of the District.

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 in the special purpose budgetary comparison statement, they might influence the user's conclusions about the District's results of operations. Accordingly, this special purpose budget status report is not designed for those who are not informed about such matters.

We are not independent with respect to the District because we performed certain accounting services that impaired our independence.

*Maher Accountancy*  
San Rafael, California  
May 24, 2016

TEL 415.459.1249  
FAX 415.459.5406  
WEB [www.mahercpa.com](http://www.mahercpa.com)



5.e.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 5.e.*

**DATE:** June 9, 2016

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer *DT*

**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Nute Engineering for Design and Construction Related Services for the 2016 Pipe Bursting Sewer Rehabilitation Project

---

**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the 2016 Pipe Bursting Sewer Rehabilitation Project.

**BACKGROUND:**

District staff recently discovered various sewer pipe sections that need immediate attention for replacement at four different locations.

Sewer Easement at 535 Bret Harte Road to 25 La Loma Court – During our maintenance of the sewer line, our crew discovered that a new PG&E pole was installed through one side of the sewer pipe, breaking a section of pipe. PG&E has been contacted and their representative informed us that they would like the District to replace and reroute the sewer around the pole, in lieu of PG&E removing and relocating the pole. The pole is located on the downstream end of the sewer line, and the District would need to replace approximately 50 feet of pipe. PG&E will reimburse the District for the cost to repair this section. In addition, the District will replace an additional 210 feet of pipe, since it was also discovered that there is root intrusion in the upstream portion of the pipe.

First Street, between E Street and Welch Street – The District was notified of a small sink hole at this location. During our investigation of the sewer pipe, we discovered that this section of pipe has cracks, offset joints, and break-in lateral connections. Approximately 350 feet of the sewer pipe will need to be rehabilitated.

Upper End of Sewer on Laurel Place/Robert Dollar Scenic Drive – This section of pipe is very old and shallow, has root intrusions, and is difficult to maintain because it must be accessed through a Christy box on the sidewalk. Since the pipe is shallow, it is constantly accumulating debris, which results in blockages. Approximately 480 feet of pipe will need to be rehabilitated.

Greenwood Avenue, between Redwood Drive and Madrona Street – During our maintenance of the sewer line, the crew discovered that this line has severe lateral cracks and root intrusion. It may have also been the cause of a sewer backup upstream on Madrona Street. Approximately 440 feet of pipe will need to be rehabilitated.

**ANALYSIS:**

Since the rehabilitation of the sewer lines mentioned above needs to be addressed within the next couple of months, and staff is currently busy with other capital projects, staff has requested Nute Engineering to furnish a proposal to perform the professional services of design, construction management assistance, and inspection services. Nute Engineering and staff anticipate that most of the sewer pipe can be rehabilitated by the trenchless pipe bursting method.

The scope of work is described in detail in Nute's proposal, which is attached as Exhibit "A". Nute has also provided a separate proposal for the portion of the sewer line damaged by PG&E for reimbursement to the District, which is attached as Exhibit "B".

Nute Engineering proposes to perform the design and construction related services on a time-and-materials basis, not to exceed \$45,000 (\$38,700 for SRSD's portion and \$6,300 for PG&E's portion).

**FISCAL IMPACT:**

The 2016 Pipe Bursting Sewer Rehabilitation Project will be funded from the 80-Year Life Cycle Sewer Replacement Program from Fiscal Years 2015-16 and 2016-17.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the 2016 Pipe Bursting Sewer Rehabilitation Project.

Attachment: Resolution  
Professional Services Agreement  
Proposals from Consultant, Exhibit "A" and "B"



**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 16-1137**

**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  
NUTE ENGINEERING FOR DESIGN AND CONSTRUCTION RELATED SERVICES  
FOR THE 2016 PIPE BURSTING SEWER REHABILITATION PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$45,000**

**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 Nute Engineering for design and construction related services for the 2016 Pipe Bursting Sewer Rehabilitation Project, 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 June, 2016, 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 DESIGN AND CONSTRUCTION RELATED SERVICES FOR THE  
2016 PIPE BURSTING SEWER REHABILITATION PROJECT**

This Agreement is made and entered into this 9th day of June, 2016, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *NUTE ENGINEERING* (hereinafter "CONSULTANT").

**RECITALS**

WHEREAS, the DISTRICT has selected *NUTE ENGINEERING* to perform the required design and construction related services for the **"2016 Pipe Bursting Sewer Rehabilitation Project"** (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" and Exhibit "B" 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. *MARK WILSON* 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 an Engineering Consultant to prepare work outlined in the Proposals from CONSULTANT dated June 8, 2016, marked Exhibit "A" and June 7, 2016, marked Exhibit "B", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this agreement in the time frame as specified and as shown in Exhibit "A" and Exhibit "B".

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" and Exhibit "B" attached and incorporated herein. The total payment will not exceed \$45,000.

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  
San Rafael Sanitation District  
111 Morphew Street  
P.O. Box 151560  
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Mark Wilson  
Nute Engineering  
907 Mission Avenue  
San Rafael, CA 94901



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 94-1510137, 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

\_\_\_\_\_  
NUTE ENGINEERING

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark Wilson

\_\_\_\_\_  
Jack F. Govi  
Assistant County Counsel

Title: \_\_\_\_\_





# EXHIBIT A

June 8, 2016 (Revised)

Ms. Doris Toy, District Manager/District Engineer  
San Rafael Sanitation District  
111 Morpew Street  
San Rafael, CA 94901

**Re: 2016 Pipe Bursting Sewer Rehabilitation Project  
La Loma Ct and Bret Harte Rd Easement, First Street, Laurel Place, and  
Greenwood Avenue  
Proposal for Design Engineering Services**

Dear Doris:

In response to your request Nute Engineering is pleased to submit the following proposal for the preparation of plans and specifications for rehabilitation of various sewers in the District by the trenchless pipe bursting method.

The sewers selected for rehabilitation are sewers within easements and within City streets and have been found to have various defects as a result of closed circuit televising and the District's daily maintenance reports. Rehabilitation of these clay sewers can be done by the Contractor pipe bursting the existing sewer with a pulled pipe breaking head. Attached to the breaking head is the new high density polyethylene pipe (HDPE). This new pipe is pulled in to completely replace the former clay sewer pipe. Sewer laterals are reconnected. Finally, new pipe connections are made at the sewer manholes and the finished pipe is tested. Some existing pipe defects need to be corrected prior to pipe bursting to allow the bursting pulling head to be pulled through the existing pipe. Pre-construction video of the sewers by the Contractor are conducted to verify pipe bursting readiness.

## **Sewer Easement 535 Bret Harte Rd to 25 La Loma Ct**

This easement sewer segment runs along houses 535 Bret Harte and 25 La Loma Ct. Concerns for the construction of this approximately 260 foot sewer rehabilitation are an apparent parallel storm drain to the easement sewer that needs to be protected while the sewer is being burst and the removal of a buried manhole within the easement. Finally, the lower 50 foot section of this sewer is immediately adjacent to a PG&E pole.

This PG&E power pole was replaced and during its placement, the construction broke the side of the existing VCP sewer main near 25 La Loma Ct. PG&E has been contacted and will participate in the costs for repair of this damaged sewer at the lower section of the repair. The District wants to track both design and construction costs for the portion of the work in the vicinity of the damage from the PG&E power pole, and to that end a separate engineering proposal has been provided for this sewer segment.

#### **First Street Between E St and Welch St**

This sewer is within the paved travelled way of First St. The condition of this sewer was brought to the District's attention recently by the appearance of a sink hole in the ground above the sewer. There are two apparent bends in the existing sewer, which should be eliminated if possible. A review of the existing buried utilities should verify why the bends were placed in the existing sewer. Depending on the condition of the sewer, approximately 350 feet of the sewer will need to be rehabilitated.

#### **Upper End of Sewer on Laurel Place/Robert Dollar Scenic Drive**

This is a very shallow older existing sewer for the District which originates with a rodhole within the driveway of 8 Robert Dollar Drive and proceeds to a downstream shallow concrete box with a steel plate lid within the sidewalk in front of 324 Laurel Place and then moves into the street further downstream at MH 1899. We recommend the shallow 160 feet upper portion of these sewer segments be moved into the narrow street and deepened as much as possible by direct burial toward MH 1899. Because the road grades are relatively steep, this should be possible. Because Robert Dollar Drive is very narrow at this location the road will need to be temporarily closed during the day when construction is occurring. However, because this open cut pipe is short, pipe placement could take only 2 to 3 days. The remaining approximately 320 feet of existing sewer to downstream MH 1899 can be pipe burst.

#### **Greenwood Ave Between Redwood Dr and Madrona St**

This is an approximately 440 foot relatively shallow sewer (under 5 foot) on Greenwood Ave between Redwood Dr and Madrona St near Gerstle Park. On the upstream portion there is an older brick manhole very near MH 1426. If possible this manhole should be removed and this would allow for a straighter sewer alignment. Our existing utility investigation and survey should shed some light as to why this manhole was placed in this location. Otherwise, this sewer appears to be a good pipe bursting candidate.

#### **SCOPE OF WORK**

The scope of work to prepare for rehabilitation of the sewers listed above will consist of the following:



#### Schedule A Services – Preparation of Plans and Specifications

1. We will prepare plan drawings showing the sewer line location, spot repair locations if necessary and sewers to be pre-televised by the contractor. Randy Willis of Willis Land Surveying will provide topographic survey at all locations within street improvements.
2. We will prepare plan drawings showing the sewer lines to be pipe burst.
3. We will prepare contract documents and technical specifications for the project.
4. We will confer with San Rafael Public Works Staff regarding traffic control requirements necessary for this work, if any, and incorporate these requirements in the plans and specifications.
5. Based on the construction plans and specifications, we will prepare a final estimate of the project construction cost.
6. We will assist the District at one (1) public pre-bid meeting related to the bidding process, prepare addendums and review the bid documents for responsiveness.
7. We will attend one (1) meeting with staff to review the project.

#### Schedule B Services – Services During Construction

1. Review Contractor's submittals and shop drawings.
2. We will render advice on the conduct of the construction work.
3. We will evaluate proposals from the Contractor for modifications to the contract work and prepare change orders to the contract for the District's approval.

#### Schedule C Services – Construction Observer Services

1. Provide a construction observer 3 hours per day for the contract period.

### **SCHEDULE**

It is proposed that construction of the Sun Valley Sewer Replacement Project – Phase 2 be undertaken during the 2016 construction season. The following is the proposed schedule for the project design:

## **Phase 2 Project – 2016 Construction Season**

- SRSD Board approves proposal – June 8, 2016
- 65% submittal, preliminary plans – July 8, 2016
- 90% submittal, plans and specifications – July 29, 2016  
(District staff one week review)
- 100% submittal, full size plans, specifications and engineer's estimate – August 8, 2016
- SRSD Board calls to advertise for construction bids – August 11, 2016
- Receive construction bids – September 6, 2016
- SRSD Board awards bid – September 8, 2016
- Issue Notice to Proceed – September 22, 2016
- Completion of Work – November 7, 2016 (45 days)

## **SERVICES NOT INCLUDED IN THIS PROPOSAL**

It is understood that the following services are outside the scope of this proposal and will need to be provided by others as necessary or advisable.

1. Geotechnical engineering and soil contamination investigation services.
2. Hazardous materials investigations, assessment or removal.
3. Determining the exact location of sewer laterals.
4. Locating or potholing of underground utilities or showing utilities on the plans.
5. Existing pavement evaluation. District will provide specific pavement restoration guidance from Public Works to Nute Engineering for the Design as necessary. For purpose of this proposal pavement restoration will consist of trench excavation pavement plug, and if needed, a road slurry seal location plan.
6. Environmental review or preparation of an environmental impact report of the project.
7. Necessary permit applications and application fees.
8. Legal services in connection with the project.
9. Acquisition of rights of ways, rights of entries or permits



10. Printing of plans and specifications for bidding purposes and for the Contractor's use.
11. Clerical time to send bid documents out to bidders.
12. Periodic site visits and on site construction observer will be provided on a time and materials basis. Project estimating sheet estimates site visits based on planned construction period.

#### **ENGINEERING FEE**

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following are budgets for the engineering fees for the various schedules outlined above:

Schedule A - Preparation of Plans and Specifications	\$18,400
Schedule B - Services During Construction	\$ 7,800
Schedule C - Construction Observer Services	\$12,500

Very truly yours,

NUTE ENGINEERING

By: 

Mark T. Wilson, P.E.

Attachment A - Schedule of Hourly Rates  
Attachment B - Project Estimating Sheet



Civil & Sanitary Consultants

## ATTACHMENT A

### HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$219.00
Senior Engineer	188.00
Engineer III	179.00
Engineer II	172.00
Engineer I	146.00
Field Representative (Construction) I	124.00
Field Representative (Construction) II	140.00
Engineering Technician II	118.00
Engineering Technician I	87.00
Senior Designer	169.00
CAD Drafter II	160.00
CAD Drafter I	116.00
Technical Administrative Support	101.00
Clerical	65.00
 LITIGATION SERVICES	
Court Appearance/Deposition	310.00

### REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage will be charged at the IRS approved rate. Nute Engineering reserves the right to adjust its hourly rate structure at the beginning of each new year for all ongoing contracts.

**EFFECTIVE DATE:** January 1, 2015



ATTACHMENT B  
SAN RAFAEL SANITATION DISTRICT  
2016 SEWER REHABILITATION PROJECTS  
PROPOSAL FOR ENGINEERING SERVICES  
PROJECT ESTIMATING SHEET

	Principal Engineer	Senior Engineer	Engineer III	Field Rep I	CAD Drafter I	Technical Typing	Direct Cost	Direct Cost Markup	TOTAL
Description	Rate \$/Hr	\$219	\$188	\$179	\$124	\$116	\$101		
<b>Schedule A Services – Design and Prepare Plans and Specifications</b>									
1. Prepare plan drawings showing sewer line, spot repair and sewers to televise			8		20		\$3,840	\$384	
2. Prepare plan drawings showing sewer lines to pipeburst			8		32				
3. Prepare contract documents and technical specifications		4	6			8			
4. Confer with San Rafael Public Works Regarding Traffic Control			4						
5. Prepare a final estimate of the project construction cost			2						
6. Assist District at one (1) public meeting related to bidding process		2	2						
7. Attend one (1) meeting with staff to review the project		2	2				\$100	\$10	
Hours		8	32		52	8			
Cost		\$1,504	\$5,728		\$6,032	\$808	\$3,940	\$394	\$18,406
<b>Schedule B Services (Optional) – Construction Engineering Services</b>									
1. Review Contractor's submittals and shop drawings		2	4			4			
2. Render advice on the conduct of the construction work		4	12						
3. Evaluate proposed Contractor modifications and prepare change orders		2	12		2	4	\$200	\$20	
Hours		8	28		2	8			
Cost		\$1,504	\$5,012		\$232	\$808	\$200	\$20	\$7,776
<b>Schedule C Services (Optional) – On-Site Construction Observation</b>									
1. Liaison - Cont, Dist, Property Owners, City, Utilities				96					
2. Prepare Digital Video & Still Photos of Initial Site Conditions				*					
3. Inspect Installation and use of Temp Bypass Pumping Systems as Necessary				*					
4. Monitor and Coordinate Overall Safety at the Job Site				*					
5. Coordinate Installation of Traffic Control Signs, SWPPP, Shoring as Required				*					
6. Monitor/Coordinate Contractor Field Changes to Plans & Specs				*					
7. Monitor Compliance w/Const Permits, Recommend Action				*					
8. Coordinate and Implement Access Agreement Conditions as Necessary				*					
9. Coordinate Compaction testing & Obtain Inspection Releases				*					
10. Review Project for Safety Issues, Bring to Attn of Cont & Dist				*					
11. Perform Final Inspection for all Aspects of Construction				*					
12. Maintain Project Report (Inspection, Const Photos, Mat. Testing...)				*		6			
13. Schedule/Conduct Completion Inspection, Punch Lists, Compliance				*					
Hours				96		6			
Cost				\$11,904		\$606			\$12,510
<b>Grand Total</b>									<b>\$38,692</b>

\* Construction Observation hours assumes that the Observer will be on-site for 3 hours per day for a 45 calendar day project (32 working days).



# EXHIBIT B

June 7, 2016

Ms. Doris Toy, District Manager/District Engineer  
San Rafael Sanitation District  
111 Morphew Street  
San Rafael, CA 94901

**Re: 2016 Pipe Bursting Sewer Rehabilitation Project  
La Loma Ct and Bret Harte Rd Easement - PG&E Damaged Sewer  
Proposal for Design Engineering Services**

Dear Doris:

In response to your request Nute Engineering is pleased to submit the following proposal for the preparation of plans and specifications for rehabilitation of the PG&E damaged sewer portion of the sewer rehabilitation at La Loma Ct. This work is part of the larger pipe bursting project at La Loma Ct. which will be developed concurrently.

The sewers selected for rehabilitation are sewers within easements and within City streets and have been found to have various defects as a result of closed circuit televising and the District's daily maintenance reports. This damaged La Loma Ct. sewer section was discovered during this year's project selection.

**Sewer Easement 535 Bret Harte Rd. to 25 La Loma Ct. PG&E Damaged Sewer Segment**

A PG&E power pole was replaced and during its placement, the construction broke the side of the existing VCP sewer main near 25 La Loma Ct. PG&E has been contacted and will participate in the costs for repair of this damaged sewer at the lower section of the repair. The lower 50 foot section of this sewer is immediately adjacent to the PG&E pole as described above. In order to locate the sewer segment significantly away from the PG&E pole this lower segment will need to be direct buried. PG&E will need to provide a special service truck to "hold" the pole during construction operations around the pole base. This PG&E service needs to be applied for ahead of pipeline construction.

The District wants to provide a separate design and construction cost for the portion of the work in the vicinity of the damage from the PG&E power pole, to be reimbursed by PG&E.



The District wants to provide a separate design and construction cost for the portion of the work in the vicinity of the damage from the PG&E power pole, to be reimbursed by PG&E.

## **SCOPE OF WORK**

The scope of work to prepare for rehabilitation of the sewer segment listed above will consist of the following:

### Schedule A Services – Preparation of Plans and Specifications

1. We will prepare plan drawings showing the sewer line location, spot repair locations if necessary and sewer to be pre-televised by the contractor.
2. We will prepare plan drawings showing the sewer line segment to be replaced.
3. We will prepare contract documents and technical specifications for the project.
4. We will confer with San Rafael Public Works Staff regarding traffic control requirements necessary for this work, if any, and incorporate these requirements into the plans and specifications.
5. We will proceed with PG&E to arrange for the temporary “holding and support” of their power pole during the construction period the Contractor is excavating adjacent to the pole. This service request from PG&E can be subject to availability of the special pole holding trucks and may have unknown scheduling constraints by PG&E. Therefore, this service application process should be started as soon as possible.
6. Based on the construction plans and specifications, we will prepare a final estimate of this portion of the project construction cost.
7. We will assist the District at one (1) public pre-bid meeting related to the bidding process for this line segment which will be included in the larger sewer rehabilitation project and prepare addenda and review the bid documents for responsiveness.
8. We will attend one (1) meeting with staff to review the overall rehabilitation project.

#### Schedule B Services – Services During Construction

1. We will review Contractor's submittals and shop drawings.
2. We will render advice on the conduct of the construction work.
3. We will evaluate proposals from the Contractor for modifications to the contract work and prepare change orders to the contract for the District's approval.

#### Schedule C Services – Construction Observer Services

1. We will provide a construction observer for three (3) hours per day for the construction period of this sewer line segment.

#### **SERVICES NOT INCLUDED IN THIS PROPOSAL**

It is understood that the following services are outside the scope of this proposal and will need to be provided by others as necessary or advisable.

1. Geotechnical engineering and soil contamination investigation services.
2. Hazardous materials investigations, assessment or removal.
3. Determining the exact location of sewer laterals.
4. Locating or potholing of underground utilities or showing utilities on the plans.
5. Existing pavement evaluation. District will provide pavement restoration guidance from Public Works.
6. Environmental review or preparation of an environmental impact report of the project.
7. Necessary permit applications and application fees.
8. Legal services in connection with the project.
9. Acquisition of rights of ways, rights of entries or permits
10. Printing of plans and specifications for bidding purposes and for the Contractor's use.
11. Clerical time to send bid documents out to bidders.



12. Periodic site visits and on site construction observer will be provided on a time and materials basis. Project estimating sheet estimates site visits based on planned construction period.

### **ENGINEERING FEE**

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following are budgets for the engineering fees for the various schedules outlined above:

Schedule A - Preparation of Plans and Specifications	\$3,900
Schedule B Services During Construction	\$1,300
Schedule C Construction Observer Services	\$1,100

Very truly yours,

NUTE ENGINEERING

By: 

Mark T. Wilson, P.E.

Attachment A - Schedule of Hourly Rates  
Attachment B - Project Estimating Sheet



Civil & Sanitary Consultants

## ATTACHMENT A

### HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$219.00
Senior Engineer	188.00
Engineer III	179.00
Engineer II	172.00
Engineer I	146.00
Field Representative (Construction) I	124.00
Field Representative (Construction) II	140.00
Engineering Technician II	118.00
Engineering Technician I	87.00
Senior Designer	169.00
CAD Drafter II	160.00
CAD Drafter I	116.00
Technical Administrative Support	101.00
Clerical	65.00
 LITIGATION SERVICES	
Court Appearance/Deposition	310.00

### REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage will be charged at the IRS approved rate. Nute Engineering reserves the right to adjust its hourly rate structure at the beginning of each new year for all ongoing contracts.

**EFFECTIVE DATE:** January 1, 2015



ATTACHMENT B  
 SAN RAFAEL SANITATION DISTRICT  
 2016 SEWER REHABILITATION PROJECT - SEPARATED PROPOSAL FOR PG&E PORTION AT LA LOMA CT  
 PROPOSAL FOR ENGINEERING SERVICES  
 PROJECT ESTIMATING SHEET

	Principal Engineer	Senior Engineer	Engineer III	Field Rep I	CAD Drafter I	Technical Typing	Direct Cost	Direct Cost Markup	TOTAL
Description	Rate \$/Hr	\$219	\$188	\$179	\$124	\$116	\$101		
<b>Schedule A Services – Design and Prepare Plans and Specifications</b>									
1. Prepare plan drawings showing sewer line, spot repair and sewers to televise			1		2		\$200	\$20	
2. Prepare plan drawings showing sewer lines to direct bury			1		8				
3. Prepare contract documents and technical specifications		1	1			2			
4. Confer with San Rafael Public Works Regarding Traffic Control			1						
5. Work With PG&E for Initiating Power Pole Support During Const.			6						
6. Prepare a final estimate of the project construction cost			1						
7. Assist District at one (1) public meeting related to bidding process			1						
8. Attend one (1) meeting with staff to review the project									
Hours		1	12		10	2			
Cost		\$188	\$2,148		\$1,160	\$202	\$200	\$20	\$3,918
<b>Schedule B Services (Optional) – Construction Engineering Services</b>									
1. Review Contractor's submittals and shop drawings		1	1			1			
2. Render advice on the conduct of the construction work			1						
3. Evaluate proposed Contractor modifications and prepare change orders			2			2	\$100	\$10	
Hours		1	4			3			
Cost		\$188	\$716			\$303	\$100	\$10	\$1,317
<b>Schedule C Services (Optional) – On-Site Construction Observation</b>									
1. Liaison - Cont, Dist, Property Owners, City, Utilities				9					
2. Prepare Digital Video & Still Photos of Initial Site Conditions				*					
3. Inspect Installation/Maintenance of Temp Bypass Pumping Systems as Necessary				*					
4. Monitor and Coordinate Overall Safety at the Job Site				*					
5. Coordinate Installation of Traffic Control Signs, SWPPP, Shoring as Required				*					
6. Monitor/Coordinate Contractor Field Changes to Plans & Specs				*					
7. Monitor Compliance w/Const Permits, Recommend Action				*					
8. Coordinate and Implement Access Agreement Conditions as Necessary				*					
9. Coordinate Compaction testing & Obtain Inspection Releases				*					
10. Review Project for Safety Issues, Bring to Attn of Cont & Dist				*					
11. Perform Final Inspection for all Aspects of Construction				*					
12. Maintain Project Report (Inspection, Const Photos, Mat. Testing,...)				*					
13. Schedule/Conduct Completion Inspection, Punch Lists, Compliance				*					
Hours				9					
Cost				\$1,116					\$1,116
<b>Grand Total</b>									<b>\$6,351</b>

\* Construction Observation hours assumes that the Observer will be on-site for 3 hours per day for an estimated 3 working day project for this pipe segment.

5.f

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 5.f.*

**DATE:** June 9, 2016

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer *DT*

**SUBJECT:** Adopt Resolution Approving a Second Amendment to the Agreement Between the City of San Rafael and the San Rafael Sanitation District for the Transfer of City's Sanitary Sewer Gravity Collection System to the District

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**RECOMMENDATION:**

Adopt resolution approving a second amendment to the agreement between the City of San Rafael and the San Rafael Sanitation District for the transfer of City's sanitary sewer gravity collection system to the District.

**SUMMARY:**

At the September 8, 2015, Board meeting, John Maher of Maher Accountancy discussed the new requirement by the Government Accounting Standards Board (GASB). GASB now requires that government agencies record the full liability for pension and post-employment benefits from the past in their financial statements. Since the District has a contract with the City of San Rafael for its employees, a portion of the costs for the City's liability for past pension and post-employment benefits are attributed to District staff. The District's financial statement now includes the past financial obligations for both pension and post-employment health benefits, and the financial obligations are recorded as an obligation from the District to the City of San Rafael.

The City of San Rafael and the District have an agreement from 1987 that states that the District agrees to pay the City for all costs associated with the contractual administrative, operational, and maintenance costs for the sanitary sewer gravity collection system but does not have any statement regarding the pension and other post-employment benefits. At the September 2015 Board meeting, the Board directed staff to work with the District's legal counsel and the City of San Rafael on an addendum to the 1987 Agreement, which would clarify the agreement and state that it is inclusive of pension and other post-employment benefits. Please see the attached "Second Amendment to Agreement Between the City of San Rafael and the San Rafael Sanitation District for the Transfer of City's Sanitary Sewer Gravity Collection System to the District."

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution approving a second amendment to the agreement between the City of San Rafael and the San Rafael Sanitation District for the transfer of City's sanitary sewer gravity collection system to the District.

Attachment: Resolution  
Second Amendment to the Agreement



**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 16-1138**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE  
CITY OF SAN RAFAEL AND THE SAN RAFAEL SANITATION DISTRICT FOR THE  
TRANSFER OF CITY'S SANITARY SEWER GRAVITY COLLECTION SYSTEM TO  
THE DISTRICT**

**WHEREAS**, the City of San Rafael (City) and the San Rafael Sanitation District (District) entered into an Agreement Between the City of San Rafael and the San Rafael Sanitation District for the Transfer of City's Sanitary Sewer Gravity Collection System to the District dated July 1, 1987, and amended said Agreement on August 26, 1987 (hereinafter, the "Amended Agreement"); and

**WHEREAS**, the Amended Agreement governs the terms of ownership, maintenance and liability, and responsibility for the sanitary sewer gravity collection system serving the City; and

**WHEREAS**, the Amended Agreement governs the terms by which the City provides services on a contractual basis to the District; and

**WHEREAS**, the Amended Agreement provides for the District's compensation to the City for all administrative, operational, and maintenance costs associated with the City's contractual maintenance of the facilities; and

**WHEREAS**, new financial reporting requirements have prompted a need for additional specificity regarding the definition of operating costs subject to measurement and reporting; and

**WHEREAS**, the City and District have prepared, for consideration by the City Council and the San Rafael Sanitation District Board, a new amendment to the Amended Agreement that addresses the financial reporting considerations, hereinafter referred to as the Second Amendment, which Second Amendment is attached hereto and incorporated herein by reference;

**NOW, THEREFORE, BE IT RESOLVED** that the San Rafael Sanitation District Board of Directors hereby approves and authorizes the Chairman to execute this Second Amendment to the Amended Agreement in the form attached hereto.

**PASSED AND ADOPTED** at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 9th day of June, 2016, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

\_\_\_\_\_  
**Gary O. Phillips, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Maribeth Bushey, Secretary**



**SECOND AMENDMENT TO  
THE AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND  
THE SAN RAFAEL SANITATION DISTRICT FOR THE TRANSFER OF  
CITY'S SANITARY SEWER GRAVITY COLLECTION SYSTEM TO THE DISTRICT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of San Rafael ("City") and the San Rafael Sanitation District ("District") with reference to the following facts:

**WHEREAS**, the City and the District entered into an "Agreement Between the City of San Rafael and the San Rafael Sanitation District for the Transfer of City's Sanitary Sewer Gravity Collection System to the District" dated July 1, 1987, and amended said Agreement on August 26, 1987 (hereinafter, the "Amended Agreement") and

**WHEREAS**, the Amended Agreement governs the terms of ownership, maintenance and liability, and responsibility for the sanitary sewer gravity collection system serving the City; and

**WHEREAS**, the Amended Agreement governs the terms by which the City provides services on a contractual basis to the District; and

**WHEREAS**, the Amended Agreement provides for the District's compensation to the City for all administrative, operational, and maintenance costs associated with the City's contractual maintenance of the facilities; and

**WHEREAS**, new financial reporting requirements have prompted a need for additional specificity in the Amended Agreement regarding the definition of operating costs subject to measurement and reporting;

**NOW, THEREFORE**, the parties agree as follows:

1. Section 13 of the Amended Agreement is hereby revised and restated to read in its entirety as follows:

13. District agrees to pay City all administrative, operational, and maintenance costs associated with City's continued contractual maintenance of the facilities described in paragraph 12 herein. For the purpose of this agreement, operational costs shall include all personnel and benefit costs, including unfunded pension and OPEB (retiree medical) obligations. The mutual acceptance of an actuarial or accounting methodology for the purpose of allocating such obligations for the purpose of financial reporting shall not prejudice the selection of a methodology that governs the payment of these obligations.

2. Except as otherwise provided herein, all other terms stated in the Amended Agreement remain in effect and unchanged.

**WHEREFORE**, the parties have executed this agreement on the date first set forth above.

SAN RAFAEL SANITATION DISTRICT

CITY OF SAN RAFAEL

BY \_\_\_\_\_  
GARY O. PHILLIPS  
District Chairman

BY \_\_\_\_\_  
GARY O. PHILLIPS  
Mayor

ATTEST

ATTEST

\_\_\_\_\_  
CYNTHIA HERNANDEZ  
District Secretary

\_\_\_\_\_  
ESTHER C. BEIRNE  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
JACK F. GOVI  
District Counsel

\_\_\_\_\_  
ROBERT F. EPSTEIN  
City Attorney