

A G E N D A

**SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
FRIDAY – FEBRUARY 28, 2020 - 9:00 A.M.
SAN RAFAEL CITY HALL
1400 FIFTH AVENUE – CONFERENCE ROOM 201
SAN RAFAEL, CALIFORNIA 94901**

Members of the public may speak on Agenda items.

1. OPEN PERIOD

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

2. MINUTES OF THE MEETING

Request approval as submitted – January 31, 2020

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

None scheduled.

5. NEW BUSINESS

- a. Presentation and discussion on Woodland Avenue Sewer Improvement Project (Schaaf & Wheeler).
- b. Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with WorkSmart Automation, Inc., for programming services for the South Francisco Pump Station Improvement Project.
- 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. Approve Board meeting calendar for 2020.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The next scheduled meeting is March 27, 2020.

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The next scheduled meeting is March 27, 2020.



SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
January 31, 2020

Special Meeting

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

The meeting was called to order at 9:33 A.M. by Chair Phillips.

Attendance Board: Gary O. Phillips, Chair
 Maribeth Bushey, Secretary/Director
 Katie Rice, Director

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

Attendance Others: Jack F. Govi, Assistant County Counsel
 Jason Dow, General Manager of CMSA
 Alan Zahradnik, CMSA Alternate Commissioner

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

2. MINUTES OF NOVEMBER 22, 2019.

MOTION by Director Rice, seconded by Chair Phillips, to approve the minutes of the November 22, 2019, meetings as presented.

AYES: Director Rice, Chair Phillips

NOES: None

ABSTAIN: Director Bushey

Motion Carried

3. PAYMENTS

MOTION by Director Rice, seconded by Director Bushey, to approve the payments for November 2019 in the amount of \$1,749,895.73 and December 2019 in the amount of \$1,254,894.26 for maintenance and operation of the District and for capital improvements.

AYES: Director Bushey, Director Rice, Chair Phillips

NOES: None

ABSENT: None

Motion Carried

4. OLD BUSINESS

None.

5. NEW BUSINESS

- a. **Approve the agreement regarding the withdrawal of the City of Larkspur from the Central Marin Sanitation Agency Joint Exercise of Powers Agreement and approve the Amended Central Marin Sanitation Agency Joint Exercise of Powers Agreement recognizing the withdrawal of the City of Larkspur.**

District Manager Toy reported that in December 2018, the City of Larkspur had submitted a letter to CMSA stating its desire to withdraw from the CMSA JPA. She also reported that when this occurred, the SRSD Board became concerned that Larkspur had not complied with the withdrawal process stated in Section 20 of the JPA Agreement. She then reported that on December 20, 2019, the ad hoc committee met to discuss the withdrawal process and to review the draft Withdrawal Agreement regarding the withdrawal of the City of Larkspur from the JPA. Next, Manager Toy reported that during this meeting, the ad hoc committee had agreed that the withdrawal requirements stated in Section 20 of the JPA Agreement had been met and had approved the Withdrawal Agreement for the withdrawal of the City of Larkspur and the Amended CMSA JPA. Director Bushey then recommended that the Board approve these agreements.

MOTION by Director Bushey, seconded by Director Rice, to approve both the Withdrawal Agreement for the withdrawal of the City of Larkspur from the CMSA JPA and Amended CMSA JPA

AYES: Director Bushey, Director Rice, Chair Phillips
NOES: None
ABSENT: None

Motion Carried

- b. **Approve Board Meeting Schedule for 2020.**

The Board discussed this matter and decided that the Board meetings should continue to be held on the fourth Friday of each month at 9:00 A.M.

MOTION by Director Bushey, seconded by Director Rice, for the Board meeting schedule for 2020 to be set for the fourth Friday of each month at 9:00 A.M.

AYES: Director Bushey, Director Rice, Chair Phillips
NOES: None
ABSENT: None

Motion Carried

6. INFORMATIONAL ITEMS

None.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

None.

8. CLOSED SESSION

- a. Conference with Legal Counsel**
California Government Code Section 54956.9(d)(2)
Number of Potential Cases: One (1)

Closed Session – Opened at 9:42 A.M.
Closed Session – Ended at 9:53 A.M.

Chair Phillips reported that the Board had met in closed session to discuss anticipated litigation and had instructed the District's Legal Counsel to issue a letter in connection with the anticipated litigation.

- b. Public Employee Performance Evaluation**
California Government Code Section 54957
Title: District Manager

Closed Session – Opened at 9:53 A.M.
Closed Session – Ended at 10:51 A.M.

Chair Phillips reported that the Board had met in closed session regarding employee performance and that no action had been taken.

9. ADJOURNMENT

There being no further business to come before the Board, the meeting of January 31, 2020, was adjourned at 10:51 A.M. The next meeting of the San Rafael Sanitation District was scheduled for Friday, February 28, 2020, at 9:00 A.M. at San Rafael City Hall.

Respectfully submitted,

Katie Rice, Acting Recording Secretary

ATTEST THIS 28th DAY OF FEBRUARY 2020

Gary O. Phillips, Chair



SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY

January 1, 2020 - January 31, 2020

Vendor/Payee

	Class	Acct #	Account Name	Amount
ALL STAR GLASS	200	2083	Parts and repairs vehicles	691.07
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	143.83
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
AT&T *4667	100	2534	Telephone service	240.20
AT&T *4667	100	2534	Telephone service	240.20
AT&T *8362	100	2534	Telephone service	1,291.37
AT&T MOBILITY	100	2534	Telephone service	666.60
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	352.00
BAY AREA BARRICADE SERVICE	200	2360	O&M - collection systems	1,137.84
BAY AREA BARRICADE SERVICE	200	2360	O&M - collection systems	192.28
BWS DISTRIBUTORS	200	2365	Safety equipment and supplies	1,319.50
BWS DISTRIBUTORS	200	2365	Safety equipment and supplies	173.31
CALIFORNIA CAD SOLUTIONS INC	300	4151	Force Main Cond A	5,940.00
CALIFORNIA DIESEL & POWER INC.	200	2359	Maint- pump sta's & force mains	604.88
CALIFORNIA SANITATION RISK MGMT ATH	100	2059	General insurance	124,922.66
CAL-STEAM CO INC	200	2359	Maint- pump sta's & force mains	120.68
CENTRAL MARIN SANITATION AGENCY	400	4113	Sewage treatment - debt service	360,821.07
CENTRAL MARIN SANITATION AGENCY	400	4112	Sewage treatment	1,269,084.48
CITY OF SAN RAFAEL	200	2083	Parts and repairs vehicles	4,152.62
CITY OF SAN RAFAEL	200	2083	Parts and repairs vehicles	4,794.74
CSW/STUBER-STROEH ENGR GROUP INC.	300	4306	Miramar and Miraflores (80)	1,549.74
EIDE BAILLY LLP	100	2325	Consulting services	14,600.00
FAS/ENAL	200	2359	Maint- pump sta's & force mains	16.37
GEI Works	200	2359	Maint- pump sta's & force mains	1,033.50
GOLDEN STATE LUMBER INC	200	2359	Maint- pump sta's & force mains	23.10
GOLDSTREET DESIGN AGENCY, INC	100	2321	Public outreach	589.17
HOFFMAN SOUTHWEST CORP Professional Pipe	300	4301	4301 Sewer Syst cond/capacity (80)	7,805.91
JACKSON'S HARDWARE	200	2360	O&M - collection systems	95.78
JACKSON'S HARDWARE	200	2359	Maint- pump sta's & force mains	10.89
JACKSON'S HARDWARE	200	2359	Maint- pump sta's & force mains	19.01
JACKSON'S HARDWARE	200	2359	Maint- pump sta's & force mains	64.20
MAHER ACCOUNTANCY	100	2717	Accounting services	3,600.00
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	77.20
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MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	292.28
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	157.31

MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 10/15/2019 - 12/12/2019	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 10/16/2019 - 12/13/2019	200	2536	Water utility costs	459.21
MARIN MUNICIPAL WATER DIS	Water - Montecito Road from 10/16/2019 - 12/13/2019	200	2536	Water utility costs	103.91
MARIN MUNICIPAL WATER DIS	Water - N San Pedro Rd. from 10/17/2019 - 12/16/2019	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr. from 10/17/2019 - 12/16/2019	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Point San Pedro Rd. from 10/16/2019 - 12/13/2019	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Riviera Dr. LT28 Sewer Pump from 10/17/2019 - 12/16/2019	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Simms St. from 10/11/2019 - 12/10/2019	200	2536	Water utility costs	81.29
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave. from 10/11/2019 - 12/10/2019	200	2536	Water utility costs	81.29
MARIN ROTO-ROOFTER SEWER SERVICE, INC	Collection System - install rod hole cleanup at 120 Myrtle Avenue	200	2360	O&M - collection systems	950.00
MARIN ROTO-ROOFTER SEWER SERVICE, INC	Standby - responded to 5 Catalina Blvd.	200	2363	Standby services	750.00
MARIN ROTO-ROOFTER SEWER SERVICE, INC	Standby - service at Fifth and A Street	200	2363	Standby services	650.00
NORTH BAY PETROLEUM	Pump Stations - red dyed diesel fuel for Peacock #2 Pump Station and for fuel tank at Corp. yard	200	2359	Maint- pump sta's & force mains	3,063.43
OWEN EQUIPMENT SALES	Collection Systems - pipes for new vactor truck	200	2360	O&M - collection systems	1,526.99
PERIN - BATTERIES PLUS	Collection Systems - C batteries for locator	200	2360	O&M - collection systems	10.85
PERIN - BATTERIES PLUS	Pump Stations - battery for Raco dlatel at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	8.67
PG&E a/c 2460926202-5	Power - electric service for pump stations Nov-Dec 2019	200	2535	Electric utility costs	19,121.08
PG&E a/c 2460926202-5	Power - electric service for pump stations Dec 2019-January 2020	200	2535	Electric utility costs	18,051.43
PUMP REPAIR SERVICE CO	Pump Stations - new pump for Andersen B Pump Station	200	2359	Maint- pump sta's & force mains	8,938.00
SCHAAF & WHEELER, INC	Woodland Ave. SIP - engineering services through 12/31/19	300	4339	Woodland Pl/Ave & Octavia (80)	10,492.40
SmartCover Systems, Inc.	Collection System - tech service and warranty renewal for MH1724, MH2286, and MH2715	200	2360	O&M - collection systems	2,869.41
STAPLES INC	Office Supplies - misc. office supplies	100	2133	Office & shop supplies	346.62
TELSTAR INSTRUMENTS INC	Pump Stations - interface board installation for Riviera PS	200	2359	Maint- pump sta's & force mains	2,783.95
US BANK CORPORATE PAYMENT	Collection System - swivel part for vactor truck	200	2360	O&M - collection systems	383.21
US BANK CORPORATE PAYMENT	Pump Stations - batteries for PLC at pump stations	200	2359	Maint- pump sta's & force mains	63.00
US BANK CORPORATE PAYMENT	Pump Stations - extension cable for solar battery charger	200	2359	Maint- pump sta's & force mains	18.48
US BANK CORPORATE PAYMENT	Pump Stations - extension cable for solar battery charger	200	2359	Maint- pump sta's & force mains	18.48
US BANK CORPORATE PAYMENT	Pump Stations - solar battery charger	200	2359	Maint- pump sta's & force mains	196.18
US BANK CORPORATE PAYMENT	Pump Stations - supplies for wet well fan at West Railroad PS	200	2359	Maint- pump sta's & force mains	88.40
US BANK CORPORATE PAYMENT	Pump Stations - swivels used to extend hose on diesel fuel trailers	200	2359	Maint- pump sta's & force mains	25.83
US BANK CORPORATE PAYMENT	Pump Stations - wire protection sleeve for fan in wet well at West Railroad PS	200	2359	Maint- pump sta's & force mains	347.68
US BANK CORPORATE PAYMENT	Subscriptions - Marin Independent Journal renewal for 8 weeks	100	2131	Memberships and subscriptions	120.00
US BANK CORPORATE PAYMENT	Woodland SIP - encroachment permit for soil borings	300	4339	Woodland Pl/Ave & Octavia (80)	246.00
VERIZON WIRELESS	Telephone Service - wireless service for laptops 11/21/19-12/20/19	100	2534	Telephone service	342.09
WATER COMPONENTS & BLDG SUPPLY	Collection System - fittings for spot repair at 27 Valencia Avenue	200	2360	O&M - collection systems	395.38
WATER COMPONENTS & BLDG SUPPLY	Collection System - marking supplies for sewer line on Spring Grove Avenue	200	2360	O&M - collection systems	35.24
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - caulking for signs at pump stations	200	2360	Maint- pump sta's & force mains	5.11
WECO INDUSTRIES LLC	Collection System - continuous rod for rodder trucks	200	2360	O&M - collection systems	5,237.69
WOODLAND CTR AUTO SUPPLY	Pump Stations - hose for fuel tanks	200	2359	Maint- pump sta's & force mains	95.91
WOODLAND CTR AUTO SUPPLY	Pump Stations - lamp for portable generator	200	2359	Maint- pump sta's & force mains	15.47
WORKSMART AUTOMATION, INC	Pump Stations - HMI screen for Riviera PS	200	2359	Maint- pump sta's & force mains	14,902.75
					\$ 1,900,621.84

5.a.

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

DATE: February 28, 2020
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: Presentation and Discussion on Woodland Avenue Sewer Improvement Project

SUMMARY:

At the November 2019 Board meeting, the Board adopted a resolution to execute a Professional Services Agreement with Schaaf & Wheeler for design and construction related services for the Woodland Avenue Sewer Improvement Project.

The Woodland Avenue Sewer Improvement Project includes sewer facilities on B Street, between First and Taylor streets; Woodland Avenue, between B & Taylor streets and Warner Court, Woodland Place, and Octavia Street (please refer to the attached site map). They are residential streets that were built in the late 1940's. B Street has several commercial businesses, including Safeway and the City's Community Center and playground.

Woodland Place is very flat and is bound on the south by Woodland Avenue and on the north by the drainage channel, which parallels Albert Park Lane. The streets can become inundated during severe flooding events. In general, the floor elevations of most of the homes are 12 inches to 18 inches above the street level.

The homes on Woodland Place sewer to the back of their properties into a 6-inch sewer in a 5-foot utility easement on the west side of Woodland Place and into another 6-inch sewer in a 10-foot utility easement on the east side of Woodland Place. However, there are structures built on top of these easements. Both sewer pipes are in poor condition with offset joints, cracks, and root intrusions. They are also flat and shallow, approximately 2.5 feet deep, and hold standing water, which increases the chances of having sewer backups. Our maintenance crew cleans these lines up to six times a year, and they have found grease, grit, and black water, which results from standing water.

Our focus at this Board meeting is Woodland Place. Schaaf & Wheeler will be presenting various alternatives to improve the sewer for the properties on Woodland Place. One alternative is to abandon the sewers in the easements and install a new sewer main in the roadway on Woodland Place; thus, the sewer laterals will need to be turned around and rerouted to the roadway. Various funding options will also be presented for this alternative.

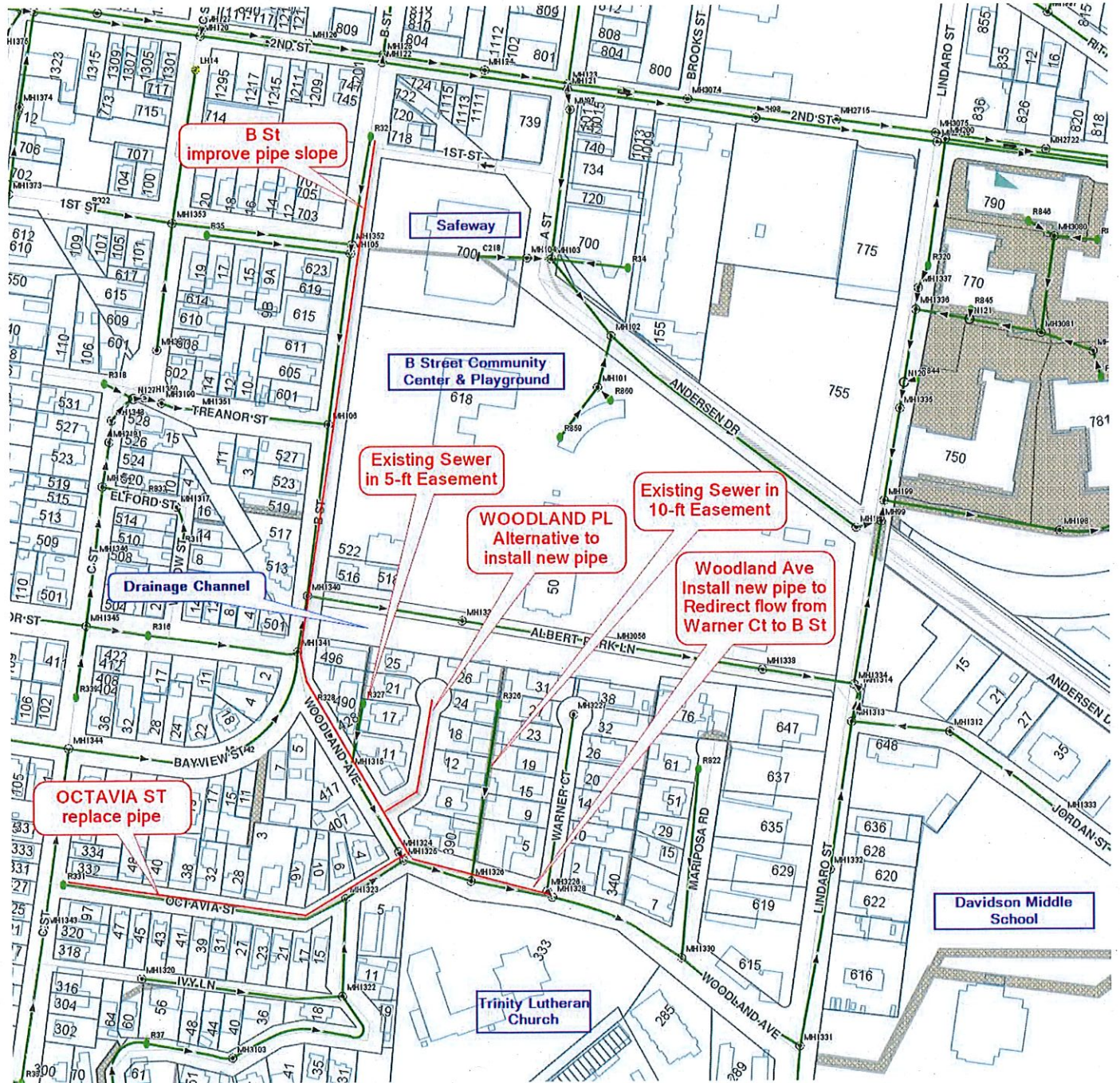
ACTION REQUIRED:

Board shall discuss and provide direction to staff.

Attachments: Site Map

WOODLAND AVENUE SEWER IMPROVEMENT PROJECT

SITE MAP



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

5.b.

DATE: February 28, 2020

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 Sign an Agreement with WorkSmart Automation, Inc., for Programming Services for the South Francisco Pump Station Improvement Project

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to sign an Agreement with WorkSmart Automation, Inc., for programming services for the South Francisco Pump Station Improvement Project.

BACKGROUND:

At the September 2018 Board meeting, the Board awarded the South Francisco Pump Station Improvement Project to JMB Construction, Inc. The contract specifications did not include the programming portion of work because District staff wanted this work to be performed by a consultant who is familiar with the programming of its pump stations.

Since WorkSmart Automation, Inc., has performed all the programming for our Cayes Main Pump Station, Glenwood Pump Station, Loch Lomond Marina Pump Station, and San Pedro Pump Station and installed the District's SCADA (Supervisory Control Data Acquisition) programming, staff asked WorkSmart to provide a proposal for the programming work for the South Francisco Pump Station Improvement Project.

ANALYSIS:

WorkSmart's staff has been responsive, has offered recommendations based upon their own experiences, and has performed extra work at fair costs.

WorkSmart has offered a proposal to perform the programming work for the South Francisco Pump Station Improvement Project at a lump-sum cost of \$32,000.

FISCAL IMPACT:

This project will be funded under the Pump Station and Force Main Capital Improvements Program from the current FY 2019-20 and FY 2020-21 Budgets.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Agreement with WorkSmart Automation, Inc., for programming related services for the South Francisco Pump Station Improvement Project.

Attachments: Resolution and Agreement

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1199

**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 WORKSMART AUTOMATION, INC., FOR
PROGRAMMING RELATED SERVICES FOR THE
SOUTH FRANCISCO PUMP STATION IMPROVEMENT PROJECT
FOR AN AMOUNT NOT TO EXCEED \$32,000**

**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 WorkSmart Automation, Inc., for programming related services for the South Francisco Pump Station Improvement 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 28th day of February 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

Gary O. Phillips, Chair

ATTEST:

Katie Rice, Acting Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR PROGRAMMING RELATED SERVICES FOR THE
SOUTH FRANCISCO PUMP STATION IMPROVEMENT PROJECT**

This Agreement is made and entered into this 28th day of February 2020 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT") and *WORKSMART AUTOMATION, INC.* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *WORKSMART AUTOMATION, INC.*, to perform the required programming related services for the "South Francisco Pump Station Improvement Project" (hereinafter "PROJECT") for the DISTRICT; and

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

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

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

2. PROJECT COORDINATION

A. DISTRICT. The District Manager/District Engineer shall be the representative of the DISTRICT for all purposes under this Agreement and 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. DAN JONES is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as a Programming Consultant to perform work outlined in the Proposal from CONSULTANT dated February 12, 2020, marked Exhibit "A", 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".

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 lump-sum basis for services rendered as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed the amount of \$32,000 as shown on the Proposal Budget, set out in Exhibit "A".

Payment will be made upon receipt by PROJECT MANAGER of an invoice 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. Doris Toy (Project Manager)
San Rafael Sanitation District
111 Morphew Street
San Rafael, CA 94901

TO CONSULTANT: Mr. Dan Jones (Project Director)
WorkSmart Automation, Inc.
5700 Callister Avenue
P.O. Box 19642
Sacramento, CA 95819

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 68-0486438, 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

WORKSMART AUTOMATION, INC.

ATTEST:

By: _____
Dan Jones

Cynthia Hernandez
District Secretary

Title: Director of Business Development

APPROVED AS TO FORM:

Jack F. Govi
Assistant County Counsel



WorkSmart Automation, Inc.
Software Automation Specialists
P.O. Box 19642
Sacramento, CA 95819

Phone (916) 454-1718

February 12, 2020

Quote: SRV20-3185

TO: Doris Toy, P.E.
District Manager/District Engineer
San Rafael Sanitation District
Doris.Toy@cityofsanrafael.org

**EXHIBIT
A**

FROM: Dan Jones
WorkSmart Automation, Inc.

SUB: Quotation for Services – South Francisco Pump Station Programming Services

Hi Doris,

Pursuant to your request, WorkSmart Automation is pleased to submit this quotation for the above mentioned project. This quotation was generated based the contract documents we received from you via email on February 5, 2020.

Overview

WorkSmart Automation shall supply the programming and assist with startup of the PLC and OIT Panel system in accordance with the contract documents specified in Section 16100 – Electrical Requirements and 17200 – Control Descriptions. We shall utilize our own licensed copies of the development software required to program these devices.

The following outlines WorkSmart's scope of work for this project:

Programming

The programming scope of tasks for WorkSmart Automation involves the following:

- **PLC Ladder Logic Programming (4 PLCs)**
Provide programming for four (4) new PLCs in order to provide the control features specified and required to operate the new pump station and as specified. The four PLCs are as follows:
 1. Main South Francisco Pump Station PLC (referred to as SFPS)
 2. Pump 1 Control PLC
 3. Pump 2 Control PLC
 4. Pump 3 Control PLC

The SFPS PLC shall execute programming logic that monitors Pumping Pit levels / float switches. Based on the level of the Pumping Pits, the SFPS PLC will send requests to each of the three Pump Control PLCs to start and stop their respective pumps as needed.

The Pump Control PLCs will execute their own programming logic that monitors the status of the float switches. This allows the individual Pump Control PLC to start/stop its own pump in the event of SFPS PLC failure. Each Pump Control PLC essentially replaces a large portion of the hardwired relay logic that was present in each pump control cabinet in past SRSD Pump Station designs.

- **OIT Programming**
Provide programming for the new OIT (operator interface terminal) located at the new MCC panel to provide graphical control, alarm and indication features specified and required to operate the new pump station locally.
- **SCADA Programming**
Provide programming and configuration for the FactoryTalk SCADA system to provide graphical control, alarm, and indication features specified and required to operate the new pump station from a remote location such as the corporate yard.

Testing

A representative of WorkSmart Automation will attend and participate in the required testing as specified and required for pump station operation for the following specified tests:

- **Factory Test**
WorkSmart Automation will attend and participate in the factory testing as specified and required for pump station operation.
- **Field Functional Acceptance Test (FAT)**
WorkSmart Automation will participate in the field functional acceptance testing as specified and required for pump station operation.

Training

WorkSmart Automation shall provide operator/user training on the devices we program (PLC, OIT, and SCADA) during a 1 –day visit consisting of two sessions. The first session shall be on-site at the pump station where we will review the program logic and discuss the operation and review the OIT graphics and how to operate the station using the available OIT displays. The second session will be on-site at the Corp yard where we will review the SCADA displays for the pump station and how to operate the station using the available SCADA displays.

Project Meetings

WorkSmart Automation will attend up to three (3) project meetings on-site as requested by CONTRACTOR or DISTRICT throughout the course of the project.

Warranty

WorkSmart Automation will warrant our programming and SCADA configuration for a period of one year from the date of acceptance as specified. We will correct any programming errors uncovered during this time at no additional charge. This warranty excludes operational changes and new features or changes to the PLC program, OIT and SCADA displays.

Assumptions / Exclusions


- WorkSmart will contract directly with owner (DISTRICT).
- No hardware or installation of hardware or wiring is included in this quote.
- No PLC or OIT programming and development software licensing is included in this quote.

- All Testing Plans and Testing Forms required throughout the course of the project are to be provided by the CONTRACTOR.
- All Training manuals and study materials required for training throughout the course of the project are to be provided by the CONTRACTOR.
- No O&M material or Submittals are included in this quote. We assume these tasks will be provided by the CONTRACTOR.
- Any work requested outside the scope of this project will be quoted separately at WorkSmart's current labor and travel rates.
- WorkSmart carries \$1,000,000 in General liability insurance, \$1,000,000 in Professional Liability, and \$1,000,000 in Automobile Liability insurance for our clients. Amounts requested above these limits may require a change in contract price.

Total costs for these services shall be \$32,000 lump sum.

Please give me a call if you have any questions.


Best regards,



Dan Jones
Director of Business Development
WorkSmart Automation, Inc.

5.c.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 5c.

DATE: February 28, 2020
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer 
SUBJECT: **Adoption of Investment Policy**

RECOMMENDATION:

Approve and adopt the *Statement of Investment Policy, FY 2019-2020* 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 2019-2020

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1198

**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 2019-20* 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 a regular meeting held on February 28, 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Gary O. Phillips, Chair

ATTEST:

Katie Rice, Acting Secretary



DEPARTMENT OF FINANCE

Excellent and responsive fiscal leadership.

Roy Given, CPA
DIRECTOR

Mina Martinovich, CPA
ASSISTANT DIRECTOR

Board of Supervisors
County of Marin
Civic Center
San Rafael, CA 94903

December 17, 2019



Marin County Civic Center
3501 Civic Center Drive
Suite 225
San Rafael, CA 94903
415 473 6154 T
415 473 3680 F
CRS Dial 711
www.marincounty.org/dof

Subject: 2019/2020 Annual Statement of Investment Policy

Dear Board Members:

Recommendation: Pursuant to Government Code Section 53646, the following are submitted for review and approval:

- 2019/2020 Annual Statement of Investment Policy for funds managed by the Treasurer's office for the County, schools, college and Special Districts; and
- 2019/2020 Marin County Long-Term Investment Pool Policy for funds managed by the Treasurer's office for the Marin County General Fund;

Summary: There are no changes to the 2019/2020 Annual Statement of Investment Policy; it has been reviewed and monitored by the County Treasury Oversight Committee. The committee's membership is listed below. The authority for the committee and their responsibilities are contained in Government Codes sections 27130-27137.

Additionally, the 2019/2020 Annual Statement of Investment Policy is reviewed and monitored monthly by Fitch Ratings, an independent rating agency. Their report is attached. We continue with a rating of AAA/S1. The County's AAA rating has been maintained since 1994. The rating received is reflective of the outstanding work of the Treasury unit.

Alternative Recommendation: N/A

Reviewed by:	<input checked="" type="checkbox"/>	Finance Department	<input type="checkbox"/>	N/A
	<input type="checkbox"/>	County Counsel	<input checked="" type="checkbox"/>	N/A
	<input checked="" type="checkbox"/>	Administrator	<input type="checkbox"/>	N/A

Respectfully submitted,



Roy Given,
Director of Finance

CA46

cc: Treasury Oversight Committee:

Matthew Hymel, County Administrator

Dan Eilerman, Alternate Representative, County Administrator

Mary Jane Burke, Marin County Superintendent of Schools

Nancy Lynch, Reed Union School District Superintendent

Jean Bonander, Public Member

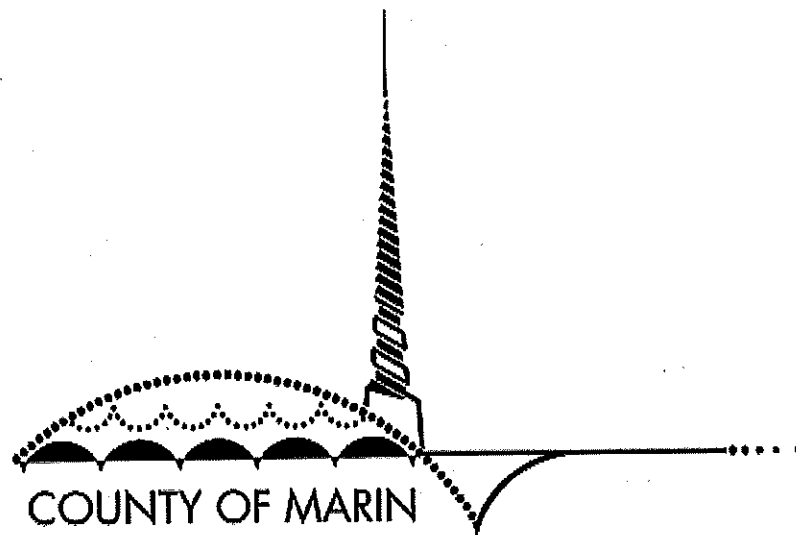
Roy Given, Director of Finance

Marin County School Districts

Special Districts

MCERA

STATEMENT OF INVESTMENT POLICY



***Department of Finance
Roy Given, Director***

Fiscal Year 2019-2020

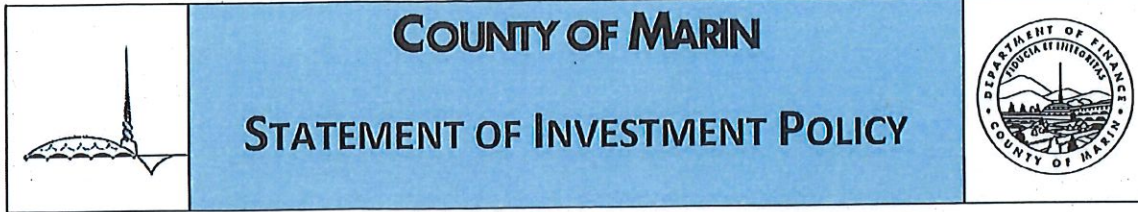
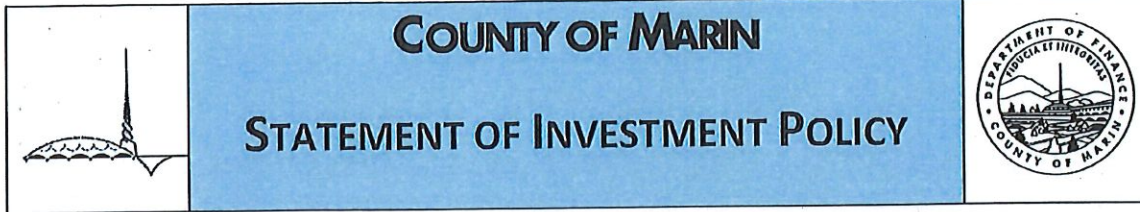


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Under the authority delegated to the Director of Finance by the Board of Supervisors and in accordance with the California Government Code, the following sets forth the investment policy of the County of Marin:

I. OBJECTIVES:

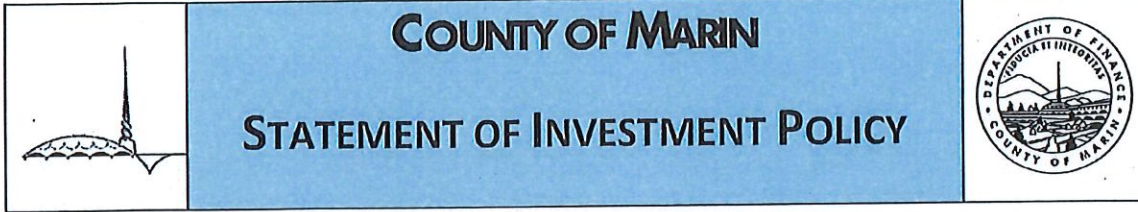
All funds on deposit in the County Treasury shall be invested in accordance with the California Government Code Sections 53600 et seq. and Sections 53639 et seq. to ensure:

- (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.

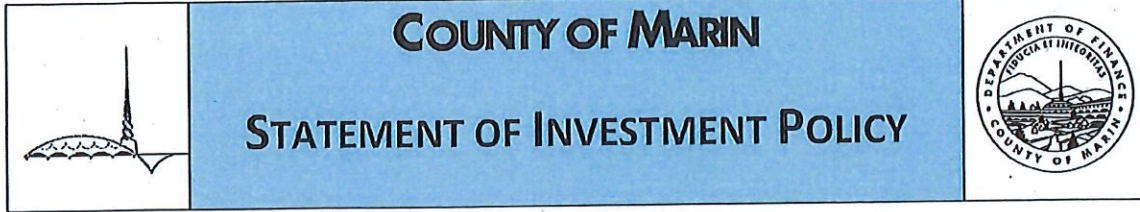
All investment decisions shall be made with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting, as a trustee, in a like capacity and familiarity would use in the conduct of funds of a like character and with like aims, to safeguard the principal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



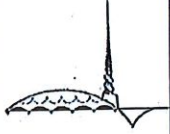
Capital Funds, Construction Funds, or money obtained through the sale of agency surplus property, may be invested by the Director of Finance in specific investments outside of the Pool provided the Director of Finance obtains written approval from the governing board of the County, School District or 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. and 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.



COUNTY OF MARIN

STATEMENT OF INVESTMENT POLICY



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.



COUNTY OF MARIN

STATEMENT OF INVESTMENT POLICY



(n) **Financial Institution Investment Accounts** All funds on deposit with the County shall be managed by the 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**

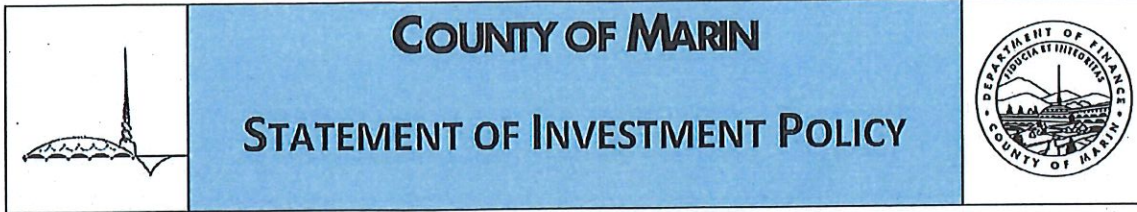
(a) The County Director of Finance **shall not invest** in any **Derivatives** such as inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages or any security bearing a rate of interest which is not known at the time of purchase.

(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

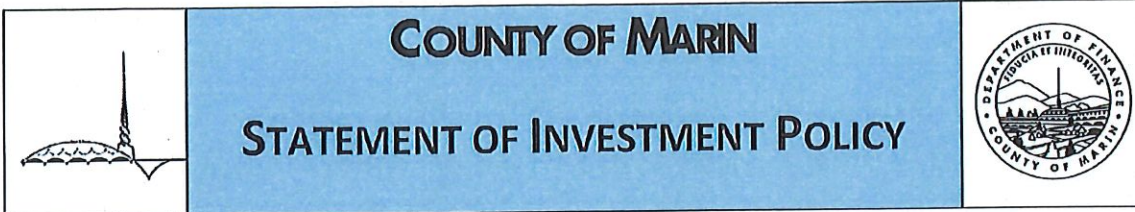
No withdrawals from the Marin County Pool shall be made for the purpose of investing and or depositing those funds outside the pool without the prior approval of the Marin County Director of Finance. The Director of Finance shall evaluate each proposed withdrawal to assess the effect the withdrawal will 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

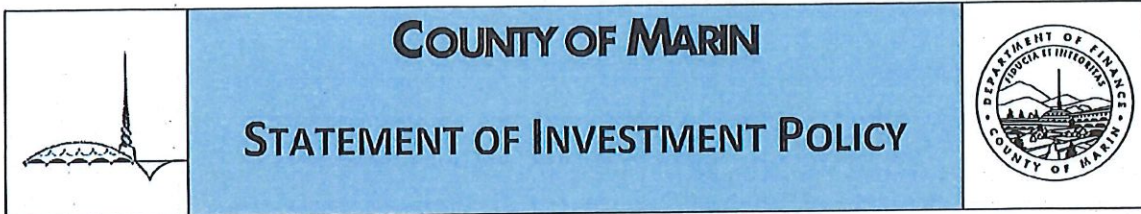
A member of the county treasury oversight committee, the County Director of Finance or County employees working in the Treasurer's office shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business, consistent with 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

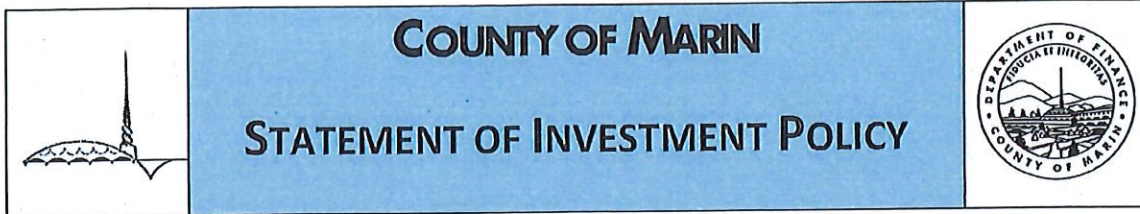
The Director of Finance shall prepare a monthly report listing all investments in the County Pool as of the last day of the month and a report of the average days to maturity and yield of investments in the County Pool. The Director of Finance shall also prepare a monthly report for all non-pooled investments. 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

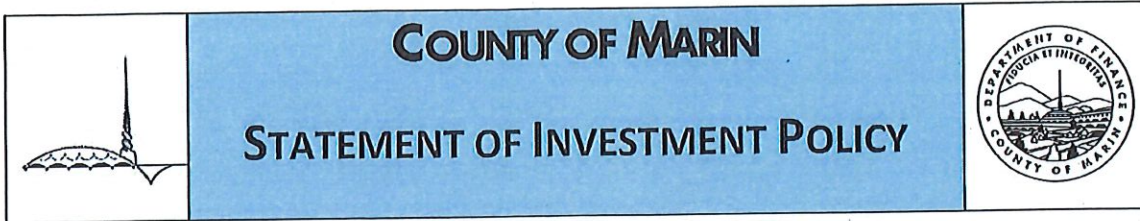
The County of Marin's banking and investment functions are mission critical and as such, the office must have a business continuity plan.

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, 2019

Roy Given
Director of Finance

Reviewed and monitored by Marin Treasury Oversight Committee on
November 18, 2019

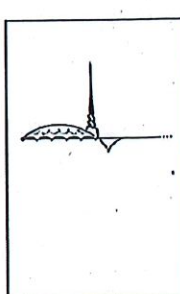

Approved by Marin County Board of Supervisors on
December XX, 2019

Attachments:

Exhibit 1 Marin County Nuclear Freeze Ordinance

Exhibit 2 Disaster/Business Continuity Plan

Exhibit 3 Authorized Investor List

	COUNTY OF MARIN TREASURER'S OFFICE AUTHORIZED INVESTOR LIST FY2019-2020	
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Effective: July 29, 2019

Investment Purposes:

1. To make investment decisions
 2. To recommend brokers
 3. To perform a review of the investment function
-

Authorized Persons:

Authorized to make investment decisions for with a maturity of up to five years:

- Roy Given * Director of Finance

Authorized to make investment decisions for with a maturity of up to three years:

- Karen Shaw * Division Chief, Finance
- Mina Martinovich Assistant Director of Finance

Authorized to make investment decisions for short term investments with a maturity of up to one year:

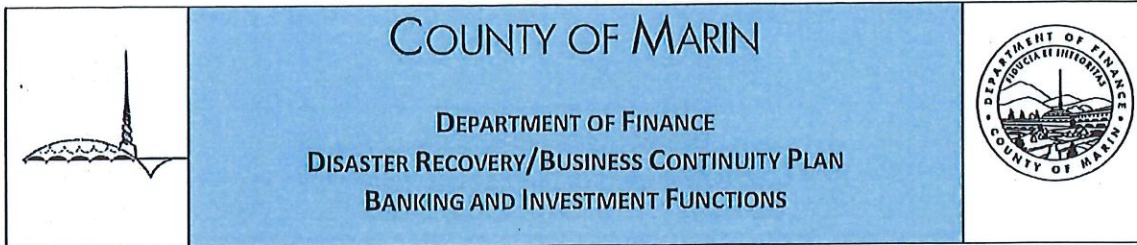
- Lisa De Carlo Chief of Administrative Services
- Bevin Gardner Accountant II –Treasury
- Sandra Kacharos Division Chief, Tax

**Authorized for equipment and emergency packets as defined under the Disaster/Business Continuity Plan*

Approved:

 7/29/19

Roy Given Date
Director of Finance



Scope

The County of Marin's banking and investment functions are mission critical. As such, the Treasurer's office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

The plan's goal is to protect and account for all funds on deposit with the county and to be able to continue our banking and investment functions for all participants in the event of occurrence (earthquake, fire, pandemic, or other event) which disrupts normal operations.

Chain of Command

The chain of command shall be in the order of "authorized persons" as identified in the Statement of Investment Policy, item 3.

Continuity Procedure

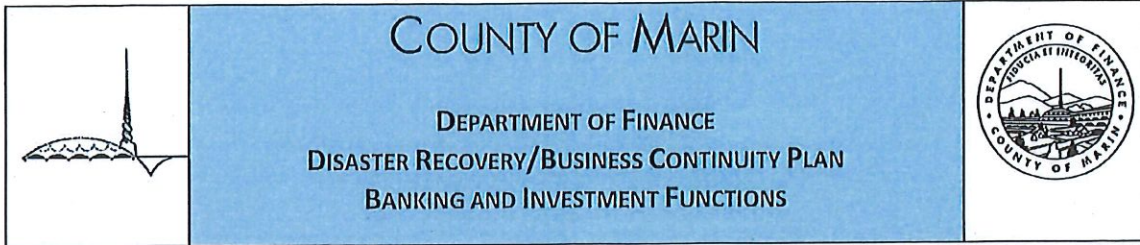
In the event we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall through the county's office of emergency services establish contact with one another.

Functions & Tasks to be Performed

Recognizing we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the county. While normal processes may be modified, the investment policy shall be strictly followed.

Tasks to be performed include:

- ◆ Daily cash work up
- ◆ Investment of maturing securities and any daily deposits after making an allowance for checks/wires expected to clear
- ◆ Daily cash and bank reconciliation
- ◆ For deposits, the treasurer's office will notify county departments, special districts and schools of any changes to their deposit location. Deposits to any account other than those established by the treasurer's office are prohibited.
- ◆ Disbursement activity will be coordinated with the County Director of Finance

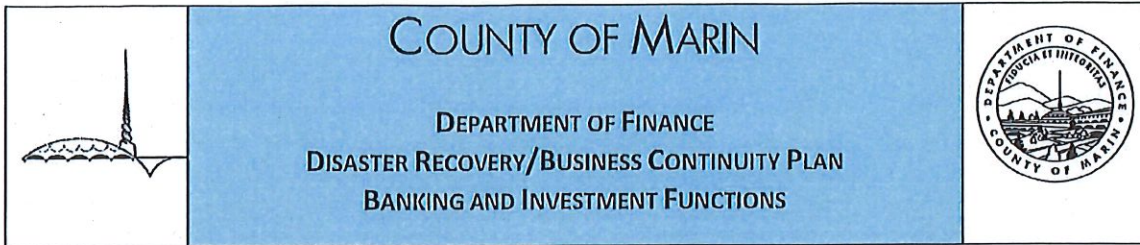


Equipment and Emergency Packets

The Authorized Investor List shall designate authorized staff to have the following equipment such that either of them may carry out the plan. In the event that none of the authorized persons are able to respond, the county's office of Emergency Services shall have a copy of this plan in a secured location within their office. All policies and procedures of this plan shall be provided to the County Administrator and County Director of Finance.

The following equipment and items for the emergency packets are:

- ◆ Laptop with wi-fi connectivity
- ◆ All software that is currently in use shall be loaded on each laptop and be set up for remote access.
- ◆ Copy of the Investment Policy and the Disaster/Continuity Recovery Plan
- ◆ Updated monthly report of investments
- ◆ Sign on instructions to access the county's financial accounting system, online banking and securities safekeeping
- ◆ Listing of the home phones and addresses, cell, email addresses of the "authorized persons" and treasury staff. Listings shall also include the County Administrator, County Director of Finance, County Counsel and the Office of Emergency Services.
- ◆ Bank, Authorized Broker/Dealers, Bloomberg and Security Safekeeping names, contact numbers including fax and addresses
- ◆ All district, county and school bank signature cards
- ◆ Contact names, numbers, email and addresses of each agency whose funds are held within the county.
- ◆ Emergency check stock will be housed in the Office of Emergency Services located at 1600 Los Gamos Drive (50 checks).*



Disaster Assignment

The "authorized persons" in the treasurer's office including support staff are to be considered official Disaster workers and are assigned to support our Disaster/Business Recovery Plan. Each shall have on their possession their County of Marin Identification Card.

The level of disruption and assigned work location will be determined by the Director of Finance, or those individuals indicated on the Authorized Investor List. All related costs shall be absorbed by the Treasurer's office and reimbursed pursuant to Government section 27013.

In all cases, the safety of treasury personnel is paramount. In no event should our alternate location or alternate procedure be employed if doing such would put an individual in danger.

* Emergency checks are issued from a separate account which is linked to the County's main account. These checks are to be used only if this plan is activated and the county is unable to issue payments. Authorized signers for these checks are designated on the Deposit Account Documentation Signature Card and include the Director of Finance, those individuals authorized under the Authorized Investor List and the County Administrator. In the event that check stock cannot be accessed, electronic payments through the County's banking services can be originated.

Failing the ability to operate from our office, our operations will move to a location determined by the County Office of Emergency Services, Director of Finance or County Administrator.

5.d.

**SAN RAFAEL SANITATION DISTRICT
SCHEDULED BOARD MEETINGS
Fourth (4th) Friday of each Month – 9:00 A.M.
Unless Otherwise Stated on the Agenda
Except for November 27, 2020, and December 25, 2020 – City Holidays**

JANUARY	31	2020
FEBRUARY	28	2020
MARCH	27	2020
APRIL	24	2020
MAY	22	2020
JUNE	26	2020
JULY	24	2020
AUGUST	28	2020
SEPTEMBER	25	2020
OCTOBER	23	2020
NOVEMBER	27	2020 – HOLIDAY
DECEMBER	25	2020 - HOLIDAY