

A G E N D A

SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS

THURSDAY – MAY 6, 2021 - 11:00 A.M.

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CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Governor Newsom's Executive Order N-29-20, the San Rafael Sanitation District will no longer offer an in-person meeting location for the public to attend. This meeting will be available by virtual and teleconference.

If you experience an issue providing comments in the meeting or have any questions regarding the meeting, please contact the District Clerk (email cindy.hernandez@cityofsanrafael.org or phone 415-485-3132).

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 1, 2021.

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

- a. Report on Bayside Acres/Beach Sewers update. (David Nicholson)**

5. NEW BUSINESS

- a. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Municipal Resource Group for organization review services.
- b. Adopt resolution to enter a Fats, Oils, & Grease (FOG) Source Control Program Agreement with Central Marin Sanitation Agency.
- c. Report on bid opening for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, and adopt resolution to award contract.
- d. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Schaaf & Wheeler for construction management services for the 2020 Sewer Pipe Repair and Replacement Project.
- e. Discuss Marin Municipal Water District Ordinance No. 449 on additional water conservation measures.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

Deciding whether or not to initiate litigation pursuant to California Government Code Section 54956.9(c): One potential case.

9. ADJOURNMENT

The next scheduled meeting is June 3, 2021.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
April 1, 2021

Regular Meeting

Via Teleconferencing

The meeting was called to order at 11:03 A.M. by Chair Kate.

Attendance Kate Colin, Chair
 Board: Maribeth Bushey, Secretary/Director
 Katie Rice, Director

Attendance Doris Toy, District Manager/District Engineer
 Staff: David Nicholson, Senior Civil Engineer
 Kris Ozaki, Operations and Maintenance Manager
 Cynthia Hernandez, District Secretary

Attendance Dean DiGiovanni, CMSA Commissioner for SRSD
 Others: Jason Dow, General Manager of CMSA

- 1. OPEN PERIOD** - No persons were present to address the Board. A roll call was taken, and Chair Kate, Director Bushey, and Director Rice were present.

2. MINUTES OF MARCH 15, 2021.

MOTION by Director Bushey, seconded by Director Rice, to approve the minutes of the March 15, 2021, meeting as presented.

AYES: Director Bushey, Director Rice, Chair Kate

NOES: None

ABSENT: None

Motion Carried

3. PAYMENTS

MOTION by Director Rice, seconded by Director Bushey, to approve the payments for March 2021 in the amount of \$206,433.03 for maintenance and operation of the District and for capital improvements.

AYES: Director Bushey, Director Rice, Chair Kate

NOES: None

ABSENT: None

Motion Carried

4. OLD BUSINESS

None.

5. NEW BUSINESS

a. Discussion on Sewer Permit.

District Manager Toy reported that she first wanted to discuss the Sewer Permit fee. She reported that neither the San Rafael Sanitation District (SRSD) nor the Las Gallinas Valley Sanitary District (LGVSD) charge a Sewer Permit fee. This is because both SRSD and LGVSD want to encourage the public to apply for Sewer Permits in order to ensure that all work is done in accordance with their Standard Specifications. She also reported that the public may not want to pay for both a Sewer Permit and a City or County Encroachment Permit, which both require a fee and are needed whenever the work is in the public right-of-way. She then reported that because SRSD does not charge a Sewer Permit fee, contractors are not always ready for their scheduled inspections, which requires the inspections to be rescheduled and wastes the District Inspector's time. Manager Toy then asked the Board members for their input on whether the District should begin charging a Sewer Permit fee for all inspections or just second or third inspections or for other situations. After discussing this matter, the Board reported that it felt the District should charge for inspections based upon the actual costs associated with the service provided, that the fee should align with the District's fees for other services, and that the final fee calculation should then be compared to the fees charged by other agencies. The Board also reported that reinspections required due to a failure to pass the original inspection should be taken into consideration. Manager Toy then reported that she would get a cost estimate and some comparable costs together for the Board to review. Next, Manager Toy reported on the difficulties associated with the current Sewer Permit application and then reported that staff had decided to update the form in order to make it more user friendly. Senior Civil Engineer Nicholson then presented the updated form to the Board for review. He reported that the updated form would make the permit application process all electronic, which would allow the applicants to complete the form more thoroughly and thus provide the District with all of the required information. The Board then expressed approval of the updated Sewer Permit application and thanked Senior Civil Engineer Nicholson for his work and thoughtfulness on updating the form.

b. Present update on current Capital Improvement Projects.

District Manager Toy presented an update on the District's current capital improvement projects to the Board. She reported that some of the projects being presented had already been completed, others are still in design, and some would be starting soon. She then reported the following: **South Francisco Pump Station** This pump station is located on Francisco Boulevard East next to the BMW dealership near Home Depot and Target. It was 50 years old and has now been converted into a submersible pump station. The old concrete pump station was demolished, and the new submersible station has submersible pumps and a control panel located above the flood level. It also has a new wooden fence around it. This project was completed in March 2021. **Sewer Televising 2019** The District has begun an annual televising program that involves cleaning, televising, and assessing the condition of the District's sewer pipes. This program will assist the District with determining its future CIP projects, since the current 10-Year CIP schedule has now been completed. The District's goal is to replace 1.6 miles of sewer line per year. This project involves assessing the pipes and manholes in the vicinity of Highway 101 so that only one Encroachment Permit is required from Caltrans. This project is approximately 95%

complete. **Francisco Boulevard East, Medway to Harbor** This project was done in coordination with the City Public Works Department's sidewalk improvement project, which included widening the sidewalks along with bike and pedestrian improvements; and the District recently completed the replacement of approximately 980 LF of 10-inch corrugated metal pipe with PVC and HDPE pipe. Both the District and the City used the same project manager and inspector for their respective projects in order to better coordinate since both projects were located in the same vicinity. The District's project was completed in February 2021. **Miramar/Miraflores Sewer** This project has been in design for the past couple of years and is 95% complete. Miramar and Miraflores are located on a hillside near the Miracle Mile. The District will replace 2,100 LF of VCP pipe and will relocate 325 LF of pipe in the backyards into a utility easement. This project will go out to bid in May or June 2021. This project also goes towards satisfying the requirements of the NPDES Permit. **Francisco Boulevard East at Grange** This project location is right around the corner from the District office and is tied to the Bay Area Toll Authority's (BATA) Richmond-San Rafael Access Improvement Project. The District plans to replace 880 LF of sewer main, which is located under the sidewalk in front of the moving company (Earl Farnsworth Express/Mayflower) on Francisco Boulevard East; and the City plans to replace 200 LF of storm drain pipe in this same location. The sewer main is parallel to the City's storm drain, which is located under the gutter pan. Since the sewer main and the storm drain are in the same location and both need to be replaced, the District has partnered with the City to perform this work as one project. Nute Engineering is currently working on the design for both the sewer and storm drain work, and the design is approximately 95% complete. The District is also working with the property owners in this vicinity in order to determine the condition of their sewer laterals. This project will go out to bid in May 2021. **Woodland Avenue Sewer** The District will be replacing 2,400 LF of sewer main on B Street, Octavia Street, Woodland Avenue, Woodland Place, and Lindaro Street. The sewers serving the properties on Woodland Place will need to be relocated from the easements behind the properties into the street (Woodland Place) in front of the properties. The sewer laterals serving these properties will also need to be rerouted from the back of the properties to the front of the properties. The District's consultant, Schaaf & Wheeler, has scheduled a site visit for next week in order to discuss the work on the private properties and payment for this work. The District will be paying for the design and construction work to reroute the laterals, but the property owners will need to pay for the restoration work. The design is approximately 95% complete, and the project will go out to bid in April or May 2021. This project also goes towards satisfying the requirements of the NPDES Permit. **Third Street Sewer Improvements** The District is coordinating with the City on this project. The City will be performing a large street improvement project, which will involve pedestrian, traffic, and pavement improvements along Third Street from the Miracle Mile to Mary Street (8,000 LF). Both MMWD and SRSD will also be performing work in this vicinity. SRSD is using the same consultant that the City is using for its design work in order to promote better coordination and efficiency. Both MMWD and SRSD's plans will be incorporated into the City's project to form one project. The District will be replacing and/or repairing 4,600 LF of sewer in various locations along Third Street between the Miracle Mile and Mary Street. The sewer design is approximately 95% complete, and the City will be putting their project out to bid in May or June 2021. **Bayside Acres Beach Sewers** This sewer main is located in the beach area, and the high tides cover the manholes. The manhole lids have corroded shut, and staff is unable to access the sewer main in order to perform maintenance. The alternatives for this project are as follows:

Replace the sewer main in its current location or relocate the sewer main into the roadway, which is located above the homes, and have individual pump stations for each of the houses. The site survey has already been completed. Staff had a Marin Project Coordination Meeting earlier today with representatives from each of the environmental agencies in order to get their feedback and to move forward with the BCDC. The District plans to have approximately 35% of the design completed by the end of April 2021. Construction on this project will probably not begin until next year. Senior Civil Engineer Nicholson reported that the environmental agencies at today's meeting had a very strong preference for removing the sewer main from the Bay and relocating it into the roadway.

2020 Sewer Pipe Repair/Replacement This project will be based on the results of the 2018 Sewer Televising Project. The video data on the 10 miles of sewer line previously televised was given to a consultant to be analyzed, and the consultant has informed staff that there are a handful of locations where the pipes need to be repaired immediately. Those locations will be repaired first as Phase 1 of the project, which will be put out to bid in April 2021. The remainder of the project (Phase 2/3) design is 35% complete, and construction is anticipated to begin in the fall of 2021 and continue in the spring of 2022.

Bret Harte Easement Retaining Wall The District has a 6-inch sewer main in a 20-foot wide easement that runs along the back of some of the homes on Bret Harte Road. There is also a 4-foot high wooden retaining wall that runs along this easement. Due to the heavy rains in 2017, a landslide occurred in the back of 92 Bret Harte Road; and the District needed to replace 80 feet of the wooden retaining wall with a soldier pile wall and add some rock rip rap. In the winter of 2019, there was another landslide due to the rains at an undeveloped property next to 84 Bret Harte Road. This landslide area was repaired with rock rip rap, and 100 feet of wooden retaining wall was also repaired in kind at 88 Bret Harte Road. The District still has another 600 LF of wooden retaining wall to repair, so the District is going to put out a request for proposal (RFP) within the next couple of months in order to have a consultant analyze this entire section of the retaining wall. This work may need to be broken into two or three projects, depending on the cost of the work. The Board requested staff to contact the property owners in this vicinity in order to keep them updated about the future plans for these sections of the retaining wall. Manager Toy then referred to a list of the District's current capital improvement projects and reported that she had not gone over all of the projects since some of them had just recently been reviewed and adopted by the Board. Next, Manager Toy reported that the District is currently short staffed and that the District's Junior Engineer had just left a month ago. She reported that three good candidates had just been interviewed for this position and that staff is hoping one of them will accept the position. Manager Toy reported that the District has also been trying to recruit for an Associate Civil Engineer, which requires a PE license. She then reported that the District will probably need to contract with some engineering firms for assistance with project management on some of the above listed projects until the Junior Engineer comes on board and receives the necessary training. Senior Civil Engineer Nicholson then inquired whether the Board would like to have a brief presentation at the next meeting on the Bayside Acres Beach Sewer Project permitting process that was discussed at today's Marin Project Coordination Meeting, and the Board reported that they would. Manager Toy then reported that all of the projects reported on today are on time and on budget and that the South Francisco Pump Station Improvement Project had been one of the District's best pump station projects, thanks to the assistance from Park Engineering. Senior Civil Engineer Nicholson then reported that the Woodland Place Project is also going very well.

6. INFORMATIONAL ITEMS

None.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

The Board requested that an update on the CIP projects be included in the future agenda packets as an informational item at least quarterly.

8. ADJOURNMENT

There being no further business to come before the Board, the meeting of April 1, 2021, was adjourned at 11:50 A.M. The next meeting of the San Rafael Sanitation District was scheduled for Thursday, May 6, 2021, at 11:00 A.M via teleconferencing.

Respectfully submitted,

Katie Rice, Acting Recording Secretary

ATTEST THIS 6th DAY OF MAY 2021

Katie Colin, Chair

April 1, 2021 - April 30, 2021
Vendor/Payee

April 1, 2021 - April 30, 2021	Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
	ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/17/21	200	2021	Uniforms	165.75
	ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/24/21	200	2021	Uniforms	214.00
	ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/31/21	200	2021	Uniforms	183.25
	ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 4/07/21	200	2021	Uniforms	270.20
	ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 4/14/21	200	2021	Uniforms	189.17
	AT&T *4667	Telephone Service - pump stations dialers to CMSA from 2/20/21-3/19/21	100	2534	Telephone service	198.94
	AT&T *8362	Telephone Service - land lines for pump stations and dialers from 3/02/21-4/01/21	100	2534	Telephone service	329.88
	AT&T MOBILITY	Telephone Service - cell phone service from 2/04/21-3/03/21	100	2534	Telephone service	749.12
	AT&T MOBILITY	Telephone Service - cell phone service from 3/04/21-4/03/21	100	2534	Telephone service	746.87
	BRANDON TIRE	Vehicles - four new tires for vehicle #8192	200	2063	Parts and repairs vehicles	2,002.07
	CALCON SYSTEMS, INC.	Pump Stations - new phase monitor for Kerner A Pump Station	200	2359	Maint- pump sta's & force mains	666.40
	CALCON SYSTEMS, INC.	Pump Stations - new VFD for Glenwood Pump Station	200	2359	Maint- pump sta's & force mains	12,750.00
	CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - replace block heater and fuel injection pump on Simms Street Pump Station generator	200	2359	Maint- pump sta's & force mains	1,578.59
	CENTRAL MARIN SANITATION AGENCY	CMSA Connection Fees - 333 Forbes Avenue	200	2210	Connection fees payable cmsa	6,502.84
	CENTRAL MARIN SANITATION AGENCY	Service Charges - fourth quarter service charges for 4/01/21-6/30/21	400	4112	Sewage treatment	1,575,401.61
	CITY OF SAN RAFAEL	Contract with San Rafael - fourth quarter FY 2020-21 reimbursement	100	2361	Contract with San Rafael	778,936.35
	CITY OF SAN RAFAEL	Vehicle - diesel and unleaded fuel for 1/01/21-3/31/21	200	2083	Parts and repairs vehicles	7,663.99
	COLIN, KATE	Director's Fees - Kate Collin on 3/15/21	100	2282	Director's fees	100.00
	COLIN, KATE	Director's Fees - Kate Collin on 4/01/21	100	2282	Director's fees	100.00
	COUNTY OF MARIN	Director's Fees - Katie Rice on 3/15/21	100	2282	Director's fees	100.00
	COUNTY OF MARIN	Director's Fees - Katie Rice on 4/01/21	100	2282	Director's fees	100.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Bret Harte Pump Station	200	2359	Maint- pump sta's & force mains	312.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Cayes Main Pump Station	200	2359	Maint- pump sta's & force mains	370.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Glenwood Pump Station	200	2359	Maint- pump sta's & force mains	370.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Loch Lomond Pump Station	200	2359	Maint- pump sta's & force mains	370.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	312.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Peacock Pump Station	200	2359	Maint- pump sta's & force mains	370.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Riviera Pump Station	200	2359	Maint- pump sta's & force mains	312.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for San Pedro Pump Station	200	2359	Maint- pump sta's & force mains	312.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Simms Street Pump Station	200	2359	Maint- pump sta's & force mains	370.00
	COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for South Francisco Pump Station	200	2359	Maint- pump sta's & force mains	312.00
	COUNTY OF MARIN - Public Works Dept	Third Street Sewer Rehab. Project Lootens Place to Fourth Street - design and construction related services through 3/07/21	300	4340	Third St (Hayes to Ritter) (80)	9,785.32
	CSW/STUBER-STROEH ENGR GROUP INC.	Odor Control - service and inspection of chemical tanks at pump stations from 3/01/21-3/31/21	200	2106	Odor control chemicals	1,563.07
	EVOQUA WATER TECHNOLOGIES, LLC	Collection System - metal cutting wheel for cutting sewer cleaning rod for vehicle #8199	200	2360	O&M - collection systems	16.38
	JACKSON'S HARDWARE	Pump Stations - epoxy for Force Main monuments	200	2359	Maint- pump sta's & force mains	69.65
	JACKSON'S HARDWARE	Pump Stations - tools for pump crew	200	2359	Maint- pump sta's & force mains	15.19
	JACKSON'S HARDWARE	Pump Stations - tub for pump maintenance	200	2359	Maint- pump sta's & force mains	21.84
	KIMLEY-HORN AND ASSOCIATES, INC.	Third Street Sewer Rehab. Project Lootens Place to Mary Street - design and construction related services through 2/28/21	300	4340	Third St (Hayes to Ritter) (80)	1,594.76
	LINSKOTT ENGINEERING	Collection System - rod hole raising at 139 Tiburon Blvd. and spot repair at 147 Tiburon Blvd. prior to county paving project	200	2360	O&M - collection systems	19,577.45
	MAHER ACCOUNTANCY	Accounting Services - April 2021	100	2717	Accounting services	3,600.00
	MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 3/15/21	100	2282	Director's fees	100.00

MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 4/01/21	100	2282	Director's fees	100.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at 110 Ross Street	200	2360	O&M - collection systems	5,204.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at Ross St. and Clark St.	200	2360	O&M - collection systems	5,268.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at Ross St. and Woods St.	200	2360	O&M - collection systems	5,408.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 11 Santa Margarita Drive on 3/19/21	200	2363	Standby services	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 29 West Seaview Avenue on 3/16/21	200	2363	Standby services	325.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 222 Alexander Avenue on 4/07/21	200	2363	Standby services	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 817 Francisco Blvd. West on 4/12/21	200	2363	Standby services	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 992 Fourth Street on 3/13/21	200	2363	Standby services	325.00
McMASTER-CARR	Pump Stations - parts for repair to Flygt pump	200	2359	Maint- pump sta's & force mains	210.03
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 3/01/21-3/31/21	300	4338	Rehab of Beach Swr Bayside (80)	26,155.25
NUTE ENGINEERING INC	Consulting Services - review of flow & capacity asmt by C&V Consult. for 88 Vivian Way proposed Housing Develop. 3/01/21-3/31/21	100	2325	Consulting services	1,717.00
NUTE ENGINEERING INC	Francisco Blvd. East at Grange Way Sewer and Storm Drain Project - engineering services from 2/01/21-2/28/21	300	4337	Sewer Rep Richmond SR Bridge(80)	500.75
NUTE ENGINEERING INC	South Francisco Pump Station Improvements Project - engineering services - prepare As-Built drawings from 3/01/21-3/31/21	300	4148	S. Francisco Pump Station (10)	606.00
PG&E a/c 2480926202-5	Power - electric service for pump stations 2/09/21-3/10/21	200	2535	Electric utility costs	12,444.80
PIPE AND PLANT SOLUTIONS, INC.	Sanitary Sewer Televising Project 2019 - progress payment #3 for January 2021	300	4334	2019 Sewer Televising	55,897.85
PIPE AND PLANT SOLUTIONS, INC.	Sanitary Sewer Televising Project 2019 - progress payment #4 for February 2021	300	4334	2019 Sewer Televising	10,660.85
ROBARGE, CHRISTOPHER	Collection System - reimbursement for cleaning solution for CCTV camera lens on televising truck	200	2360	O&M - collection systems	7.34
ROSS VALLEY SANITARY	Public Outreach - COVID 19 TV advertising campaign from Nov 2020 to Feb 2021	100	2321	Public outreach	1,492.00
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design related services through 2/28/21	300	4342	2020-21 Sewer Improvement (80)	41,142.96
SCHAAF & WHEELER, INC	Woodland Ave. Sewer Improvement Project - engineering services through 2/28/21	300	4339	Woodland Pl/Ave & Octavia (80)	22,525.00
STAPLES INC	Office Supplies - two computer cameras	100	2133	Office & shop supplies	65.38
SUBSITE ELECTRONICS CA	Collection System - tractor camera cleaning	200	2360	O&M - collection systems	134.59
SUBSITE ELECTRONICS CA	Collection System - tractor camera repair	200	2360	O&M - collection systems	571.90
TREEMASTERS INC	Pump Stations - tree pruning services on 3/26/21 at Glenwood Pump Station	200	2359	Maint- pump sta's & force mains	780.00
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - employee appreciation lunch meeting beverages on 2/24/21	100	2389	Miscellaneous expenses	14.31
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - employee appreciation lunch meeting meals on 2/24/21	100	2389	Miscellaneous expenses	133.25
US BANK CORPORATE PAYMENT	Public Outreach - stamps for various projects	100	2321	Public outreach	33.00
US BANK CORPORATE PAYMENT	Pump Stations - two meters to be carried on trucks for testing electrical power phase at pump stations	200	2359	Maint- pump sta's & force mains	363.86
VERIZON WIRELESS	Telephone Service - wireless service for laptops 2/21/21-3/20/21	100	2534	Telephone service	380.16
WATER COMPONENTS & BLDG SUPPLY	Collection System - couplings for spot repair at 19 Roberts Avenue	200	2360	O&M - collection systems	159.05
WATER COMPONENTS & BLDG SUPPLY	Collection System - crushed rock for spot repair at 19 Roberts Avenue	200	2360	O&M - collection systems	23.42
WATER COMPONENTS & BLDG SUPPLY	Collection System - pipe and crushed rock for spot repair at 19 Roberts Avenue	200	2360	O&M - collection systems	134.05
WOODLAND CTR AUTO SUPPLY	Pump Stations - tools to carry on truck #8149	200	2359	Maint- pump sta's & force mains	16.98
WOODLAND CTR AUTO SUPPLY	Pump Stations - tools to carry on truck #8149	200	2359	Maint- pump sta's & force mains	20.59
					\$ 2,623,863.07

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5a.

5.a.

DATE: May 6, 2021

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 Municipal Resource Group for Organization Review Services

RECOMMENDATION:

Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Municipal Resource Group for organization review services.

BACKGROUND:

At the March Board Meeting, the Board discussed and provided direction to staff to get a cost proposal from Municipal Resource Group (MRG) to perform an agency review for the District. The District has not previously had an agency review study performed by a consultant that involves a review of the District's job classifications, compensation, and staffing.

Staff has had a couple of meetings with Carmen Valdez, the City's Interim HR Director, and Mike Bakaldin with MRG in regard to the District's staffing and the scope of work for MRG to develop a proposal.

ANALYSIS:

MRG has submitted the attached proposal to assist the District with a high-level review and an analysis of its organizational structure and staffing resources. The assessment will provide key findings and recommendations for potential restructuring, appropriate staffing levels, and service delivery enhancements. MRG's scope of work includes the following:

- Evaluate staffing levels, positions, functions, and contracted services in relation to the workload and provide recommendations as to appropriate staffing levels.
- Evaluate the District's organizational structure and provide recommendations for improved efficiency and service delivery.
- Evaluate service delivery methods and outcomes, utilizing District staff input, and provide recommendations to improve service delivery and outcomes.
- Evaluate staff compensation relative to fellow JPA members.

MRG has also provided a workplan listed in its proposal, which includes interviewing staff, surveying comparable agencies, reviewing the City's compensation study, and developing a final report. MRG estimates that the project will take approximately three months to complete. The proposed cost of this project is \$19,350 for MRG's organization review services.

FISCAL IMPACT:

MRG proposes to perform the organization review services on a time-and-materials basis not to exceed \$19,350. This project will be funded under the Operations & Maintenance Fund from the FY 2020-21 and FY 2021-22 Budget.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Municipal Resource Group for organization review services.

Attachments:

1. Resolution
2. Professional Services Agreement
3. MRG's Scope of Work and Proposal, Exhibit "A"

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1225

**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 MUNICIPAL RESOURCE GROUP, LLC, FOR
ORGANIZATION REVIEW SERVICES
FOR AN AMOUNT NOT TO EXCEED \$19,350**

**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 Municipal Resource Group, LLC, for organization review services, 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 6th day of May 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

Kate Colin, Chair

ATTEST:

Katie Rice, Acting Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR ORGANIZATION REVIEW SERVICES**

This Agreement is made and entered into this 6th day of May 2021 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *MUNICIPAL RESOURCE GROUP, LLC* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *CONSULTANT* to perform the required consulting related services for "**organization review services**" (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. SCOPE OF SERVICES

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

2. PROJECT COORDINATION

A. DISTRICT. The District Manager/District Engineer shall be the representative of the DISTRICT for all purposes under this Agreement. The District Manager 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. *MIKE BAKALDIN* 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 Resource Consultant to prepare work outlined in the Proposal from CONSULTANT dated April 15, 2021, 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 time-and-materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed \$19,350.00.

Payment will be made in full 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. However, CONSULTANT'S duties and obligation in Sections 11 and 12 hereunder shall survive the expiration or termination of this Agreement.

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 acts or omissions, negligent or otherwise, 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, District Manager (Project Manager)
San Rafael Sanitation District
111 Morphew Street
San Rafael, CA 94901

TO CONSULTANT: Mr. Mike Bakaldin (Project Director)
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

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 26-4149793, 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

CONSULTANT

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

MUNICIPAL RESOURCE GROUP

APPROVED AS TO FORM:

By: _____
Mary Egan

Kerry Laiw Gerchow
Deputy County Counsel

Title: Managing Partner

EXHIBIT A



April 15, 2021

Doris Toy, District Manager
San Rafael Sanitation District
111 Morpew Street
San Rafael, California 94901

Dear Ms. Toy:

Thank you very much for reaching out to Municipal Resource Group ("MRG") for professional consulting services to assist the San Rafael Sanitation District with a high-level review and analysis of its organizational structure and staffing resources. The assessment will provide key findings and recommendations for potential restructuring, appropriate staffing levels, and service delivery enhancements.

MRG is proposing a team of two experienced consultants – Mike Bakaldin and Patty Francisco. Combined they have extensive public sector and consulting experience in municipal management, public works, utilities, organizational development, and human resources. Our understanding is that this proposal will be brought before the District Board at the April Board meeting and, if approved, the District will issue a PSA. We look forward to working with you!

Sincerely,

Mary Egan
CEO/Managing Partner
MRG, LLC
916-261-7547
egan@solutions-mrg.com



Proposal to Provide a Staffing, Service Delivery, and Organizational Structure Analysis of the San Rafael Sanitation District

Scope of Work

The San Rafael Sanitation District is requesting to engage the services of MRG to conduct a high-level organizational review and assessment of its organizational structure, staffing levels, service delivery methods and staff compensation to achieve the following objectives:

- Evaluate staffing levels, positions, functions, and contracted services in relation to the workload and provide recommendations as to appropriate staffing levels.
- Evaluate the District's organizational structure and provide recommendations for improved efficiency and service delivery.
- Evaluate service delivery methods and outcomes, utilizing District staff input, and provide recommendations to improve service delivery and outcomes.
- Evaluate staff compensation relative to fellow JPA members.

MRG is proposing two experienced professionals to conduct this project for the San Rafael Sanitation District:

- Mike Bakaldin, an experienced consultant with 25+ years public sector service as Public Works Director at the City of San Leandro and Deputy General Manager of the Delta Diablo Sanitation District
- Patty Francisco, an experienced consultant with 30+ years public sector service in Human Resources with the Metropolitan District of Southern California, the Community Redevelopment Agency for the City of Los Angeles, and the Southern California Regional Rail Authority/Metrolink.

MRG has developed the following work plan for the project to meet the District's needs. The scope of work may be modified as needed during the initial video conference.

1. *Initial Video Conference with District Manager and Document Review (6 hours)*
 - Review project outcomes, process timing, expectations with District Manager, define interview subjects, and set initial timeline.
 - Obtain and review District organizational chart, job class information, background reports, operational data, budgets, and financial reports.



2. *Develop Interview Materials and Conduct Staff Interviews (19 hours)*
 - Develop interview format and questions and finalize upon staff review.
 - Conduct up to eight one-hour interviews via video conferencing with key staff.
 - Compile and analyze interview data and information.
3. *Survey Comparable Agencies (11 hours)*
 - Collect and review information on organizational structures of at least three other sanitation districts of approximately the same size and areas of responsibility, including but not limited to the Sanitary District No. 2 (Corte Madera), Ross Valley Sanitary District, and Central Marin Sanitation Agency.
4. *Prepare Initial Findings/Recommendations (18 hours)*
 - Compile data, perform analysis, prepare key initial findings summaries, and develop recommendations. Analysis to incorporate considerations if the District was to consolidate with JPA members.
5. *Review City of San Rafael Compensation Data Study (10 hours)*
 - Review and compare salary and benefit data for District employees against JPA members.
6. *Conduct Mid-Project Update Meeting with District Manager (6 hours)*
 - Review initial findings/recommendations with District Manager, conduct additional research and outreach as needed.
7. *Prepare Summary Level Draft Report for Review, Complete Final Report & Present to District Board, if desired (20 hours)*
 - Compile draft report, review with District Manager, revise as necessary, prepare final report, and deliver to District Manager.
 - Present reporting findings and recommendations at District Board meeting, if desired.

Project Schedule

MRG estimates that the project will take up to three months to complete after approval by the District.



Project Fees

The scope of work provided above is estimated at 90 hours. MRG will invoice on an hourly basis at \$215 per hour up to \$19,350 for actual hours incurred on the project. Documents will be delivered via email. If in-person meetings are requested, MRG will invoice for expenses that include mileage at the current IRS rate of \$.56 per mile, parking, and tolls. Incurred costs of printing of documents and postage will be invoiced at cost as well, if requested.

Additional work not included in this proposal will be billed at \$215 per hour and will begin only after agreed upon between the District and MRG.

The services of Consultant specifically do not include hiring, firing, evaluating, or supervising of any Agency personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at commission or Board meetings.

www.Solutions-MRG.com

Mike Bakaldin – Public Works, Utilities and Management Services

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (925) 628-6793

mbakaldin@solutions-mrg.com

Mike has over thirty years of experience in the private and public sectors in the environmental, public works and water utility sectors. He has spent the last fifteen years leading and managing public works and water utility organizations for both a municipality and a sanitation district. Mike has a proven track record of leading organization change while developing strong management teams.



For five years, Mike was employed as Deputy General Manager and Interim General Manager at the Delta Diablo Sanitation District. In this position, his accomplishments include:

- Effective day to day management and oversight of the District including administrative services (finance, human resources, risk management, and information technology);
- Strategic development of a \$100 million 5-year capital improvement program;
- Oversight of the development of an organizational study and subsequent reorganization;
- Development of the District's strategic plan and annual business plans;
- Development and implementation of the District's first succession plan and leadership development program; and
- Successful negotiation of a \$4 million land acquisition transaction with Dow Chemical.

Prior to that, Mike served as Director of Public Works for the City of San Leandro for eight years. He led the 120-employee Public Works Department through the Great Recession, which required strategic and tactical organizational and operational adjustments over a multi-year period. Mike was successful in streamlining the organization and instituting innovative operational and service delivery methods to ensure continued high-quality service in spite of budget reductions of nearly 35%. Other accomplishments include:

- Effectively managed over ten enterprise and internal service funds, including but not limited to fleet, marina, golf, parking, restaurant, hotel, and wetlands operations or concessions;
- Served as a key team member on a major shoreline redevelopment project, incorporating two operating golf courses, a 460-berth marina, two hotels and multiple restaurants;
- Initiated the planning, design and construction of a \$50 million wastewater treatment plant rehabilitation project;
- Negotiated and managed a 20-year solid waste and recycling franchise agreement; and
- Served as city liaison to the East Bay Dischargers Authority, a joint powers agency responsible for discharging effluent from six wastewater treatment plants to San Francisco Bay.

Mike holds a Bachelor of Science from the University of California, Berkeley and a Master of Science in Environmental Management from the University of San Francisco. He has also completed the Water and Wastewater Executive Leadership Program at the University of North Carolina, Chapel Hill.



Main Office
P. O. Box 561
Wilton, CA 95693

(866) 774-3222

Visit us at: www.Solutions-MRG.com

Sacramento Area

Bay Area

Los Angeles Area

Patty Francisco, Ph.D. – Human Resources Consultant

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (949) 500-0436

pfrancisco@solutions-mrg.com

Patty Francisco focuses on strategic human resources advice and counsel to help organizations achieve successful results. Through collaboration and partnership with clients, Patty works well in identifying issues and offering meaningful recommendations to ensure sustainable outcomes. Based on the foundation of developing strong relationships and reliance on expert knowledge, Patty thrives in maintaining the balance in advocating for both employee and management to ensure that the overall best interest of the organization serves as its cornerstone. Patty is very skilled at addressing and resolving workplace conflict, addressing areas for personal and executive development, and leaving workplaces with positive outcomes. She takes pride in her efforts to inspire, coach, motivate and mentor employees, management, and executives.



Her proven leadership skills coupled with her extensive and progressive human resources experience, allows her the ability to provide expert counsel and advice on various HR functions including: organizational strategy and staffing design, employee relations, performance management and disciplinary review and guidance, labor relations and MOU administration, employee benefits, training (AB1825) and organizational development, classification and compensation, and individual and team-based coaching.

Patty has over 30 years of public sector human resources experience and is primarily responsible for the consulting practice in the Southern California region. She is experienced in leading public agencies such as the Metropolitan Water District of Southern California (MWD), the Community Redevelopment Agency for the City of Los Angeles (CRA/LA) and the Southern California Regional Rail Authority/Metrolink.

Patty received her Bachelor's degree in Public Administration from the University of Southern California, and then went on to earn her Master's degree in Human Resources Design from Claremont Graduate University. Patty earned her Ph.D. in Organizational Leadership from The Chicago School of Professional Psychology. Her research focused on Informal Leaders: Linking Transformational Leadership, Psychological Empowerment, and Personal Power.



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P. O. Box 561
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Visit us at: www.Solutions-MRG.com

Sacramento Area

Bay Area

Los Angeles Area

5.b.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5b.

DATE: May 6, 2021

TO: Board of Directors, San Rafael Sanitation District

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

SUBJECT: Adopt Resolution to Enter a Fats, Oils, and Grease (FOG) Source Control Program Agreement with Central Marin Sanitation Agency

RECOMMENDATION:

Adopt Resolution to enter into a Fats, Oils, and Grease (FOG) Source Control Program Agreement with Central Marin Sanitation Agency.

BACKGROUND:

In July 2005, the District received a letter from the San Francisco Regional Water Board requiring the District to develop a Sewer System Management Plan, which includes a Fats, Oils, and Grease (FOG) Program. In May 2006, the District entered an agreement with Central Marin Sanitation Agency (CMSA) to develop, implement, manage, and administer a FOG Source Control Program, since CMSA has the staffing to regulate and enforce the pretreatment and pollution prevention programs within its service area and has a FOG Ordinance.

Since the District's FOG Program has been fully developed and the food service establishments (FSEs) are complying with the FOG Ordinance, SRSD and CMSA staff wish to update the 2006 Agreement to reflect the current state of the FOG Program and its ongoing administration.

ANALYSIS:

The proposed updated agreement has been revised to remove language pertaining to the FOG Program development, including policies establishing an FSE database, public outreach, and workshops with the FSEs. It also updates the language in regard to maintaining the program.

FISCAL IMPACT:

Since the District has been compensating CMSA at its hourly rate plus an overhead rate of 10% and no change has been proposed in the updated agreement, there will be no significant impact to the District's budget. The FOG Program is funded under the Operations & Maintenance Fund in the District's budget.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution to enter into a Fats, Oils, and Grease (FOG) Source Control Program Agreement with Central Marin Sanitation Agency.

Attachments:

1. Resolution
2. Proposed Agreement
3. May 10, 2006, Agreement

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1226

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE SIGNING OF AN AGREEMENT
WITH CMSA TO PARTICIPATE IN THE
FATS, OILS, & GREASE (FOG) SOURCE CONTROL PROGRAM**

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

The Board Chair is hereby authorized to execute, on behalf of the San Rafael Sanitation District, an agreement with CMSA to participate in the Fats, Oils, & Grease (FOG) Source Control Program, 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 6th day of May 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Katie Rice, Acting Secretary

FATS, OILS, & GREASE (FOG) SOURCE CONTROL PROGRAM AGREEMENT

Between the San Rafael Sanitation District and Central Marin Sanitation Agency

This Agreement is between the CENTRAL MARIN SANITATION AGENCY (hereinafter referred to as CMSA), and SAN RAFAEL SANITATION DISTRICT (hereinafter referred to as SRSD).

WHEREAS, SRSD received a 13267 letter from the San Francisco Regional Water Board in July 2005 requiring it to develop a Sewer System Management Plan (SSMP), which includes a Fats Oils and Grease (FOG) program; and

WHEREAS, the State Water Resources Control Board issued on May 2, 2006 a Statewide General Waste Discharge Requirement, for all collection system agencies within the State, that requires each to prepare an SSMP and a source control program for FOG, if FOG is determined by the collection system agency to be a contributor to sewer overflows; and

WHEREAS, SRSD has determined that specific identified areas within its collection system require routine maintenance and cleaning ("hot spots") to remove FOG; and

WHEREAS, CMSA employs source control staff to regulate and enforce the pretreatment and pollution prevention programs within its service area, and CMSA has a comprehensive FOG Ordinance (Ordinance) and related administrative and enforcement documents; and

WHEREAS, SRSD and CMSA entered into an agreement in May 2006 for CMSA to develop, implement, manage, and administer a FOG source control program (Program) within SRSD's service area, under authority of the Ordinance; and

WHEREAS, SRSD's Program has been fully developed and the regulated FSEs in its service area are in compliance with the Ordinance; and

WHEREAS, now SRSD and CMSA desire to update the 2006 Agreement to reflect the current state of the Program and its ongoing administration; and

NOW, THEREFORE, it is agreed as follows:

1. **Definitions:**

- Source control - Inspections, permits, education, enforcement and other activities for the purpose of reducing or eliminating discharge of pollutants of concern (in this case FOG) to the sanitary sewers.

- Food Service Establishment (FSE) - Includes any facility preparing and/or serving food for commercial use or sale. This includes restaurants, cafes, lunch counters, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, catering kitchens, bakeries, grocery stores with food preparation (excluding stores with only food warming operations), meat cutting and preparation, and other food handling facilities.
 - Grease Removal Device (GRD) - A grease trap (smaller, in kitchen) or grease interceptor (larger, outside) installed on FSE kitchen drains.
 - Sewer system "hot spot" - A location in the sanitary sewer system that requires significantly increased maintenance to prevent FOG-related line blockages and/or where FOG-related sewer overflows have occurred.
 - "Blanket" FOG program - A FOG source control program where all identified FSEs are regulated.
 - "Targeted" FOG program - A FOG source control program where the FSEs regulated are only those that are upstream of a documented sanitary sewer system "hot spot."
 - Hauling manifest - A form documenting maintenance (grease pumping) of a grease interceptor or trap.
2. **FOG Program:** The Program will regulate, through source control activities, the FSEs that are located upstream of any documented sanitary sewer system "hot spot". The "targeted" Program may be expanded in the future, as requested by SRSD, to a "blanket" Program that would require regulation of all FSEs in the SRSD service area.
3. **Scope of Services:** CMSA hereby agrees to provide the following services:
- Maintaining a current database of the FSE information in the SRSD service area.
 - As needed, conduct FSE plan review in coordination with Marin County Environmental Health Services for GRD installation compliance with the Ordinance.
 - Notify new and remodeled FSEs of the Program requirements in Ordinance
 - Maintain the Program. Tasks will include issuing FSE FOG permits, performing field inspections to verify that appropriate GRDs are installed, and that FSEs are in compliance with the Ordinance provisions.
 - Implement accelerated monitoring to address chronic non-compliant FSEs. Accelerated monitoring may involve up to monthly FSE inspection to facilitate compliance with the Ordinance provisions.

- Provide on-going administration of the Program. This will include on-going coordination with SRSD staff to maintain current FSE information, perform periodic inspections of FSEs, and perform follow-up inspections and enforcement actions as needed.
4. **Quarterly Report:** CMSA shall keep and maintain records of expenditures, FSE inspection reports, FOG hauling manifests, and other pertinent program documentation. CMSA shall provide SRSD with a quarterly report of the FOG program activities.
 5. **Compensation:** SRSD shall reimburse CMSA quarterly for work performed under this agreement. Reimbursement shall be based on the current weighted hourly rates of the CMSA staff performing the work, plus a 10% overhead rate. Rates will be included in the annual budget.

In the event it is necessary for CMSA personnel to work overtime, as authorized by SRSD, the overtime hours shall be reimbursed at one and one-half times the weighted hourly rate plus overhead.

CMSA personnel shall use CMSA vehicles for all work performed under this agreement. SRSD shall reimburse CMSA monthly for actual mileage on CMSA vehicles for work under this agreement. The mileage will be reimbursed at the IRS mileage rate for the current calendar year.

CMSA will adjust weighted hourly rates within a budget year to account for CMSA cost of living (COLA) and equity salary adjustments.

6. **Budget Estimate:** CMSA shall develop an estimated annual budget for the Program. The budget is an estimate and may vary depending on enforcement measures needed as a result of discharger violations, scope of work desired by SRSD, and other requested services. The draft budget will be submitted by May 1st.
7. **Liability:** Both parties agree to hold the other free and harmless from all claims arising from this Agreement for damage to persons or property except those resulting from negligence on the part of either party.
8. **Reporting:** SRSD shall be responsible for meeting regulatory FOG reporting requirements. At SRSD's request, CMSA can assist with preparing or can prepare the FOG reports.
9. **Term:** This Agreement shall take effect the day after it is signed by the last signatory and shall remain in full force and effect from year to year unless the Agreement is terminated by either party by providing the other party a 90 days written notice of the intention to terminate the Agreement. In the event either party delivers to the other a 90 day written notice, this Agreement shall terminate 90 days after the date of the written notice unless the parties agree to a longer or shorter termination period.

10. **Independent Contractor:** The status of CMSA is that of independent contractor having control of its work and the manner in which it is performed. CMSA, its employees and agents are not considered to be officers, employees, or agents of SRSD.
11. **Reports, Plans and Documents:** All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be the property of SRSD. However, CMSA may retain a copy for its records. In addition, data prepared or obtained under this Agreement shall be made available, upon request, to SRSD at no cost. Historical data retention for all FOG related activities shall be maintained by CMSA for five calendar years.
12. **Notices:** All written notices permitted or required under the terms of this Agreement shall be addressed as follows:

If to the CMSA: Jason Dow, General Manager
Central Marin Sanitation Agency
1301 Andersen Drive
San Rafael, CA 94901

If to the SRSD: Doris Toy, District Manager/Engineer
San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

San Rafael Sanitation District

Kate Colin, Board Chair

Date: _____

Maribeth Bushey, Board Secretary

Date: _____

Central Marin Sanitation Agency

Michael Boorstein, Commission Chair

Date: _____

Dean DiGiovanni, Commission Secretary

Date: _____

FATS, OILS, & GREASE (FOG) CONTROL PROGRAM AGREEMENT

Between San Rafael Sanitation District and Central Marin Sanitation Agency

This Agreement dated May 10th , 2006, is between the CENTRAL MARIN SANITATION AGENCY (hereinafter referred to as CMSA), and SAN RAFAEL SANITATION DISTRICT (hereinafter referred to as SRSD).

WHEREAS, On October 15, 1979, SRSD entered into an agreement with Sanitary District No.1 of Marin County, Sanitary District No.2 of Marin County and the City of Larkspur to jointly exercise their powers and form CMSA for the purpose of planning, administering and coordinating sewage collection, treatment and disposal services throughout the CMSA service area; and

WHEREAS, CMSA was duly formed, a regional treatment plant was constructed and has been operating since January 1985; and

WHEREAS, SRSD received a 13267 letter from the San Francisco Regional Water Board in July 2005 requiring it to develop a Sewer System Management Plan (SSMP), which includes a Fats Oils and Grease (FOG) program that must be submitted by August 31, 2006; and

WHEREAS, the State Water Resources Control Board has developed a General Waste Discharge Requirement, for all collection system agencies within the State, that requires each to prepare an SSMP and a source control program for FOG, if FOG is determined by the collection system agency to be a contributor to sewer overflows; and

WHEREAS, SRSD has determined that specific identified areas within its collection system require routine maintenance and cleaning ("hot spots") to remove FOG, and

WHEREAS, CMSA employs source control staff to regulate and enforce the regional pretreatment and pollution prevention programs within its service area; and

WHEREAS, CMSA has developed a FOG policy for the Las Gallinas Valley Sanitary District (LGVSD) and will manage LGVSD's FOG source control program, which includes the portion of the City of San Rafael north of Puerto Suello ridge; and

WHEREAS, SRSD and CMSA now desire to enter into an agreement for CMSA to develop, implement, manage, and administer a FOG source control program within SRSD's service area, and that this program will align with the LGVSD program so the entire City of San Rafael has a standardized FOG program; and

NOW, THEREFORE, it is agreed as follows:

1. Definitions:

- Source control - Inspections, permits, education, enforcement and other activities for the purpose of reducing or eliminating discharge of pollutants of concern (in this case FOG) to the sanitary sewers. The FOG control element of the SRSD SSMP will include a preventive cleaning schedule for areas in the sanitary sewers subject to FOG problems, in addition to the source control activities described in 2. and 3. below. These source control activities will reduce the amount of preventive cleaning needed in the sewers.
 - Food Service Establishment (FSE) - Any facility preparing and/or serving food for commercial use or sale. This includes restaurants, cafes, lunch counters, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, catering kitchens, bakeries, grocery stores with food preparation (excluding stores with only food warming operations), meat cutting and preparation, and other food handling facilities.
 - Grease removal device - A grease trap (smaller, in kitchen) or grease interceptor (larger, outside) installed on FSE kitchen drains.
 - Sewer system "hot spot" - A location in the sanitary sewer lines that requires significantly increased maintenance to prevent FOG-related line blockages and/or where FOG-related sewer overflows have occurred.
 - "Blanket" FOG program - A FOG source control program where all identified FSEs are regulated.
 - "Targeted" FOG program - A FOG source control program where the FSEs regulated are (only) those that are upstream of a documented sanitary sewer system "hot spot."
 - Hauling manifest - a form documenting maintenance (grease pumping) of a grease interceptor or trap.
2. FOG Program: The SRSD FOG program will regulate, through source control activities, the Food Service Establishments (FSEs) that are located upstream of any documented sanitary sewer system "hot spot". The "targeted" program may be expanded in the future, as requested by SRSD, to a "blanket" program that would require regulation of all FSEs in the SRSD service area.

3. **Scope of Services:** CMSA hereby agrees to provide the services in the attached Exhibits A, B, and C that includes:

- Conduct an initial survey of the FSEs within the SRSD service area, and maintain a database of the FSE information.
- Develop a "targeted" FOG control policy and revise the SRSD sewer use ordinance as needed.
- Work with SRSD staff to identify and document FOG "hot spots" in the sewer system.
- Notify FSEs of the draft FOG control policy, conduct a workshop to discuss the draft policy with FSEs, and notify FSEs of final policy.
- Design and implement a customized computer database program that will perform all necessary functions to assist the FOG Control Program. These will include recording and reporting FSE inspection and compliance history, generating FSE permits, generating routine invoices related to the Program, and generating reports as needed.
- Implement the FOG control program. Tasks will include issuing FSE FOG permits and performing field inspections to verify that appropriate grease removal devices are installed and that the FSEs are in compliance with the SRSD FOG policy provisions.
- Provide on-going administration of the SRSD FOG policy. This will include on-going coordination with SRSD staff to maintain current information on "hot spots," perform periodic inspections of FSEs, and perform follow-up inspections and enforcement actions as needed.

4. **Monthly Report:** CMSA shall keep and maintain records expenditures, FSE inspection reports, FOG hauling manifests, and other pertinent program documentation. CMSA shall provide SRSD with a monthly report of the FOG program activities.

5. **Compensation:** SRSD shall reimburse CMSA monthly for work performed for SRSD under this agreement. Reimbursement shall be based on the current weighted hourly rates of the CMSA staff performing the work, as specified in the attached Exhibit D, plus an overhead rate of 10%.

In the event it is necessary for CMSA personnel to work overtime, as authorized by SRSD, the overtime hours shall be reimbursed at one and one half times the weighted hourly rate plus overhead.

CMSA personnel shall use CMSA vehicles for all work performed under this agreement. SRSD shall reimburse CMSA monthly for actual mileage on CMSA vehicles for work under this agreement. The mileage will be reimbursed at the IRS mileage rate for the current calendar year.

CMSA will adjust weighted hourly rates within a budget year to account for CMSA cost of living (COLA) and equity salary adjustments.

6. **Budget Estimate:** CMSA shall develop an estimated annual budget for the FOG Program routine. The budget is an estimate and may vary depending on enforcement measures needed as a result of discharger violations, scope of work desired by SRSD, and other requested services. The draft budget will be submitted by May 1st and include adjustments to CMSA staff hours and weighted rates, and estimated program costs.
7. **Liability:** Both parties agree to hold the other free and harmless from all claims arising from this Agreement for damage to persons or property except those resulting from negligence on the part of either party.
8. **Reporting:** SRSD shall be responsible for meeting the San Francisco Bay Regional Water Board's FOG reporting requirements. At SRSD's request, CMSA can assist with preparing or can prepare the FOG reports as required by the Water Board.
10. **Term:** This Agreement shall take effect **May 10th, 2006** and shall remain in full force and effect from year to year unless the Agreement is terminated by either party by providing the other party a 90 days written notice of the intention to terminate the Agreement. In the event either party delivers to the other a 90 day written notice, this Agreement shall terminate 90 days after the date of the written notice unless the parties agree to a longer or shorter termination period.
11. **Independent Contractor:** The status of CMSA is that of independent contractor having control of its work and the manner in which it is performed. CMSA, its employees and agents are not considered to be officers, employees, or agents of SRSD.
12. **Reports, Plans and Documents:** All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be the property of SRSD. However, CMSA may retain a copy for its records. In addition, data prepared or obtained under this Agreement shall be made available, upon request, to SRSD at no cost.

13. **Notices:** All written notices permitted or required under the terms of this Agreement shall be addressed as follows:

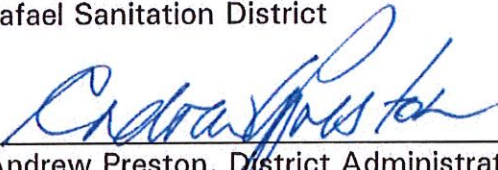
If to the CMSA: Jason Dow, General Manager
Central Marin Sanitation Agency
1301 Andersen Drive
San Rafael, CA 94901


If to the SRSD: Andrew Preston, District Administrator
San Rafael Sanitation District
P.O. Box 151560
San Rafael, CA 94915

This Agreement shall neither affect the Joint Powers Agreement forming CMSA on October 15, 1979, nor any of the amendments to that Agreement. Each of the parties here to have caused this Agreement to be executed by their officers, duly authorized, the day and year first above written.

San Rafael Sanitation District

CENTRAL MARIN SANITATION AGENCY

By: 
Andrew Preston, District Administrator

By: 
Jason R. Dow, General Manager

Date: 5/15/06

Date: 5/10/06

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5c.

DATE: May 6, 2021

TO: Board of Directors, San Rafael Sanitation District

PREPARED BY: David Nicholson, Senior Civil Engineer

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

SUBJECT: Report on Bid Opening for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1 and Adopt Resolution to Award Contract

RECOMMENDATION:

Adopt resolution awarding contract to D & D Pipelines, Inc., for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, in the amount of \$268,350.00.

BACKGROUND:

The 2020 Sewer Pipe Repair and Replacement Project, Phase 1, consists of replacing approximately 276 linear feet of 8-inch pipe via open trench along Ross and D Streets. Additionally, the project proposes to complete two 10-inch pipe spot repairs and two 15-inch pipe spot repairs along Second Street. The Ross and D Streets work will be conducted during normal daytime hours, and the Second Street work will be conducted at night, pursuant to the requirements of the San Rafael Public Works Department. This scope of work is included in the 2020 Sewer Pipe Repair and Replacement Project, but the District's design consultant, Shaaf & Wheeler Consulting Civil Engineers, identified urgently needed repairs within this project. Therefore, District staff decided to break the 2020 Sewer Pipe Repair and Replacement Project into two phases--this being Phase 1.

The bids for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, were opened on April 30, 2021.

The following is the Engineer's Estimate and a list of the bids received:

Engineer's Estimate	\$ 290,000.00
D & D Pipelines, Inc.	\$ 268,350.00
Maggiora & Ghilotti, Inc.	\$ 287,555.00
W.R. Forde Associates, Inc.	\$ 318,813.00
Ghilotti Bros., Inc.	\$ 327,870.00
Kerex Engineering, Inc.	\$ 426,150.00

Please see the attached bid summary for an itemized breakdown of the items.

ANALYSIS:

The Engineer's Estimate was \$290,000.00. D & D Pipelines, Inc., with a bid of \$268,350.00, was the lowest responsible bidder for this project. The District has worked with D & D Pipelines on other District projects and has experienced them as competent and capable of completing this project.

District staff has reviewed the bids and recommends that this project be awarded to D & D Pipelines, Inc.

FISCAL IMPACT:

This project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2020-21 and FY 2021-22 Budget.

OPTIONS:

- 1) Staff recommends that the Board award the contract to D & D Pipelines, Inc.
- 2) The Board may reject all bids and rebid the project. Staff does not recommend this option since this will delay construction.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to D & D Pipelines, Inc., for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, in the amount of \$268,350.00.

Attachments:

1. Bid Summary
2. Resolution

**Bid Opening: 10:00 AM
April 30, 2021**

1. Not Legible
2. Contractor meets only one of either RIR or LTR maximums and shall be required to hire at no additional cost to the District a mutually acceptable safety consultant who will prepare a project specific safety plan, conduct random weekly inspections of the Contractor's activities to ensure conformance with the safety plan and prepare and submit a weekly report to the District summarizing the results of each inspection. The Contractor shall adhere to the safety plan. The Contractor's activities shall be adjusted immediately to address any issues resulting from the weekly safety inspection.

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1227

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AWARDING CONTRACT TO D & D PIPELINES, INC.
FOR THE 2020 SEWER PIPE REPAIR AND REPLACEMENT PROJECT
PHASE 1**

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of D & D Pipelines, Inc., at the quotation stated in their bid, was and is the lowest responsible bid or proposal; and

WHEREAS, the District's consulting engineer, Schaaf & Wheeler, after review and evaluation, has recommended award of the contract to D & D Pipelines, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chair and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with D & D Pipelines, Inc., for construction of the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, in accordance with the terms, specifications, and general provisions of said bid or proposal.

BE IT FURTHER RESOLVED that all other bids or proposals are hereby rejected, and the District Manager/District Engineer is directed to return all accompanying certified checks, cash, and bonds of said unsuccessful bidders.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 6th day of May 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Kate Colin, Chair

ATTEST:

Katie Rice, Acting Secretary

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5d.

5.d.

DATE: May 6, 2021

TO: Board of Directors, San Rafael Sanitation District

PREPARED BY: David Nicholson, Senior Civil Engineer

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

SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Sign an Amendment to Agreement with Schaaf & Wheeler for Construction Management Services for the 2020 Sewer Pipe Repair and Replacement Project

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Schaaf & Wheeler for construction management services for the 2020 Sewer Pipe Repair and Replacement Project from the amount of \$303,000 to the amount of \$342,000.

BACKGROUND:

The 2020 Sewer Pipe Repair and Replacement Project, Phase 1, consisting of approximately 276 linear feet of pipe replacement and sewer pipe spot repairs, is in need of construction management (CM) services. Due to existing shortages in District staff, CM services are needed to assist in overseeing the contractor during construction. Shaaf & Wheeler, the consulting firm currently under contract for this project, has provided a cost estimate for the needed CM services.

The estimated CM cost for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1, is \$39,000 (cost estimate attached).

ANALYSIS:

Shaaf & Wheeler has provided a cost estimate for CM services. Their Engineer's CM cost estimate for the proposed CM scope of work for this project is \$39,000.

District staff has reviewed the CM cost estimate and is in agreement with it as presented.

FISCAL IMPACT:

This project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2020-21 and FY 2021-22 Budget.

Existing Agreement and Proposed Additional Costs for CM:

Original Shaaf & Wheeler Consultant Agreement Cost	\$ 303,000.00
Added Construction Management/Inspection	\$ 39,000.00
Total	\$ 342,000.00

OPTIONS:

- 1) Staff recommends that the Board approve the increase in Shaaf & Wheeler's budget to include CM services from \$303,000 to \$342,000.
- 2) The Board may reject approval of the budget increase. Staff does not recommend this option since this will increase staff workload, which will impact other District projects.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Schaaf & Wheeler for construction management services for the 2020 Sewer Pipe Repair and Replacement Project from the amount of \$303,000 to the amount of 342,000.

Attachments:

1. Resolution
2. Amendment to Agreement

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1228

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO SIGN AN AMENDMENT TO AGREEMENT WITH SCHAAF & WHEELER
FOR CONSTRUCTION MANAGEMENT SERVICES FOR
THE 2020 SEWER PIPE REPAIR AND REPLACEMENT PROJECT
FOR AN ADDITIONAL AMOUNT OF \$39,000**

**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, an Amendment to Agreement with Schaaf & Wheeler for construction management services for the 2020 Sewer Pipe Repair and Replacement 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 6th day of May 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Katie Rice, Acting Secretary

**AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES
TO COVER CONSTRUCTION MANAGEMENT SERVICES
BY SCHAAF & WHEELER FOR THE
2020 SEWER PIPE REPAIR AND REPLACEMENT PROJECT**

This Amendment to the original Agreement is made and entered into this 6th day of May 2021 by and between the SAN RAFAEL SANITATION DISTRICT and SCHAAF & WHEELER.

This Amendment covers increasing the original contract budget amount of \$303,000.00 for design and construction related services by approximately \$39,000 to cover construction management services requested by District staff for the 2020 Sewer Pipe Repair and Replacement Project.

All of the additional work will be in accordance with the attached proposal dated May 5, 2021, and attached herein as Exhibit "A".

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

Doris Toy
District Manager/District Engineer

Schaaf & Wheeler

By: _____

Title: _____

APPROVED AS TO FORM:

Kerry Laiw Gerchow
Deputy County Counsel

EXHIBIT "A"

SCOPE OF SERVICES

This Scope of Work herein provides construction management for the 2020 Sewer Pipe Repair and Replacement Project, Phase 1 (project) for the San Rafael Sanitary District.

I. PRE-CONSTRUCTION PHASE

- 1. Pre-Construction Photos & Video:** Schaaf & Wheeler will review the existing site conditions and schedule a time in conjunction with the contractor to photograph and video the existing conditions in and around the project site.

II. CONSTRUCTION PHASE

1. Meetings

- a. Weekly
 1. Schaaf & Wheeler will prepare the agenda for the weekly progress meetings and other construction meetings required during the project. It is assumed that the weekly meetings will be virtual and that in-person attendance is not necessary.
 2. Schaaf & Wheeler will facilitate and prepare the record of discussions for the weekly progress and other construction meetings.
- b. Miscellaneous
 1. For any other meetings required during the progress of the work, Schaaf & Wheeler will coordinate all parties, facilitate the meeting and provide records of discussion for distribution.

2. Submittals

- a. Schaaf & Wheeler will maintain a log and tracking system for submittals.

3. Clarification Processing

- a. Schaaf & Wheeler will receive all Requests for Information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Schaaf & Wheeler will return the RFI to the Contractor with an appropriate response, if required.
- b. Schaaf & Wheeler will provide a response to the Contractor for any administrative and general RFIs.
- c. Schaaf & Wheeler will maintain a system for logging and tracking RFIs.
- d. Schaaf & Wheeler will prepare the Clarification Letter for transmittal to the Contractor.

4. Progress Payment

- a. Schaaf & Wheeler will review the initial cost breakdown prepared by the Contractor. Schaaf & Wheeler will review and process the progress payment requests as required in the Contract Documents and by the California Public Contract Code.
- b. Schaaf & Wheeler will verify the quantity and acceptability of stored materials.
- c. Schaaf & Wheeler will verify the Contractor's construction progress as it relates to the progress billing procedure.

- d. Schaaf & Wheeler will perform the administration, preparation and processing of the monthly progress payments.
- e. Schaaf & Wheeler will prepare the summary cover sheet for the progress payments.
- f. When and if requested by the District, State or other agency or public inquiry, Schaaf & Wheeler will collect but not review the certified payroll from the Contractor.

5. Construction Observation

- a. It is assumed that District staff will provide daily inspections and prepare inspection reports for all work performed during day working hours.
- b. This scope of services includes support services to assist the District with construction observation when District staff is not available. This scope includes an assumed number of hours for construction observation, additional budget may be necessary if the number of requested hours is exceeded.
- c. Schaaf & Wheeler will coordinate with District field inspection/observation staff to monitor compliance with the Contract Documents.
- d. Schaaf & Wheeler will prepare a daily observation report for all days when Schaaf & Wheeler is on-site to document field activities, field crews, Contractor equipment, and field problems.
- e. Schaaf & Wheeler will work with the District inspector to maintain a Corrective Work Item List. The list will provide a current inventory of required corrections to aid in timely completion of such items.
- f. Schaaf & Wheeler will provide and maintain photographs of field activities, when on site, for status monitoring of the project.
- g. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.

6. Means and Methods of Construction

- a. Schaaf & Wheeler will not have responsibility for directing the means and methods of construction.
- b. The Contractor shall be solely responsible for the means and methods of construction.

7. Safety

- a. Schaaf & Wheeler will comply with appropriate regulatory, project and District regulations regarding necessary safety equipment or procedures used during performance of Schaaf & Wheeler's work and shall take necessary precautions for safe operation of Schaaf & Wheeler's work, and the protection of Schaaf & Wheeler' personnel from injury and damage from such work.
- b. Neither the professional activities of Schaaf & Wheeler, nor the presence of Schaaf & Wheeler' employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, City regulations, District regulations and any health or safety precautions required by any regulatory agencies. Schaaf & Wheeler and its personnel

have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.

- c. Schaaf & Wheeler has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Schaaf & Wheeler' own personnel and except as may be expressly required elsewhere in the scope of services, Schaaf & Wheeler has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor. If Schaaf & Wheeler becomes aware of serious safety deficiencies not addressed by Contractor, Schaaf & Wheeler shall notify District.

8. Corrective Work Item List

- a. Schaaf & Wheeler will assist the District inspector to prepare the Corrective Work Item List with input from the District.
- b. Schaaf & Wheeler will confirm with the District inspector that the items identified in the Corrective Work Item List are completed in preparation for issuance of the Substantial Completion Certificate.
- c. Schaaf & Wheeler will prepare the Substantial Completion Certificate for execution by the District and Contractor when the Corrective Work Items are completed to the District's satisfaction.

9. Final Inspection and Punchlist

- a. Final Inspection
 - 1. Schaaf & Wheeler will perform the final inspection.
 - 2. The District will participate and provide input on the final inspection.
- a. Schaaf & Wheeler will prepare the list of outstanding deficiencies.
- b. Schaaf & Wheeler will prepare and issue the punchlist(s) from the list of deficiencies.
- c. Schaaf & Wheeler will verify that punchlist work is complete.

10. Project Closeout:

- a. Schaaf & Wheeler will prepare necessary District documentation recommending acceptance of the completed work by the Board.
- b. Schaaf & Wheeler will turnover project documentation to the District in an orderly manner. Schaaf & Wheeler will retain all issue files at the end of the project. The District shall have the right to request review and/or copies of the issue files.

11. Project Closeout:

- a. Resolution, when possible, of routine disagreements through the normal efforts of the day-to-day project site staff will be performed.
- b. Dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), or those requiring extraordinary efforts by Schaaf & Wheeler are not included in this Scope of Work. If such non-routine dispute resolution services are required, either an amendment or a separate task order will be executed.

Assumptions:

1. Staffing and level of effort is based on an assumed number of hours. The scope included herein will be performed upon request of the District on a time and materials basis. If the fee included herein is exceeded additional budget will be necessary to complete additional work.
2. Material testing and compaction testing is not included within this scope of services.
3. Coordination of warranty work after the Contract Period is not included in this Scope of Services or budget.

FEES AND PAYMENT SCHEDULE

The proposed fee estimate for the scope of services identified herein is provided below:


Schaaf & Wheeler Fee Proposal - May 5, 2021		Senior Engineer	Associate Engineer	Assistant Engineer	Total
	Hourly Rate	\$210	\$190	\$175	
1	Construction Management	60	60		\$ 24,000
2	Construction Observation	16	40		\$ 10,960
3	Contingency (10%)				\$ 3,496
	TOTAL	76	100	0	\$ 38,456

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5e.

DATE: May 6, 2021

TO: Board of Directors, San Rafael Sanitation District

PREPARED BY: Kris Ozaki, Operations & Maintenance Manager

APPROVED BY: Doris Toy, District Manager/District Engineer 

SUBJECT: Discuss Marin Municipal Water District Ordinance No. 449 on Additional Water Conservation Measures

SUMMARY:

On April 20, 2021, Marin Municipal Water District (MMWD) adopted Ordinance No. 449, which addresses additional water conservation and enforcement measures in response to the current drought conditions.

Effective May 1st, MMWD will not allow the use of hydrant meters, meaning the District can no longer use MMWD's potable water. The District's Vactor hydro-flusher relies on using water to clean sewer pipes to remove build up from fats, oil, and grease (FOG) and sand, rock, and roots from inside the pipe.

For the past several years, CMSA has made available the use of reclaimed water to its JPA members for sewer pipe cleaning purposes. The District has filled its trucks with the reclaimed water on occasion when our Vactor trucks are taken to CMSA to empty the debris collected from our sewer pipes. However, for the most part, the District uses MMWD's water, since it is more convenient to fill the trucks from whichever fire hydrant is nearest to the job site. Now that using fire hydrants is no longer an option, the 10 minutes it used to take to top off the Vactor trucks with water from a hydrant will now take an hour because of the need to drive to and from CMSA to fill them with the reclaimed water.

In order for the District to effectively continue its cleaning program, staff decided that using a water truck or tanker would be the best option to keep its hydro-flushers operating. On Friday, April 30th, the District rented a 2,000-gallon water truck from Cal-West Rentals for \$3,500 per month. Staff also performed research on purchasing a new or used 2,000-gallon water tank truck. A new truck sells for approximately \$90,000, and a used 7-year-old truck with 140,000 miles sells for \$70,000.

Monday, May 3rd, was the first day we used the rented water truck. It went very well. Fortunately, there are not many contractors that currently have recycled water hauler permits; therefore, District crews did not experience any delays at CMSA. The Vactor was working in the Peacock Gap neighborhood, and the round trip for the water truck to go to CMSA and back was roughly 40 plus minutes. The amount of time it took to fill the Vactor from the water truck was roughly 20 minutes, which is 10 minutes longer than it takes to fill it from a fire hydrant. However, the Vactor did not experience any additional downtime by having to leave the job site to find the nearest accessible fire hydrant, since the water truck could be brought to the job site. In addition to the

downtime caused by waiting for the water tank truck to fill up and return to the job site, a second cleaning crew had to break up in order for one of the crew members to drive the water truck.

Currently, only half the District's maintenance crew possess the required permit to haul reclaimed water. Over the past two years, the District has hired four new employees, and the District's maintenance crew was last certified in 2016. On May 10th, the District has an appointment with MMWD to get its trucks inspected and to get every crew member with a commercial license the required permit to haul reclaimed water. On that same day, the maintenance crew will also receive training from CMSA on the procedures associated with using its reclaimed water. Using reclaimed water can be harder on the equipment because the filtering and disinfection process is not as thorough as it is with drinking water. This could add additional wear to the pumps on the equipment. Also, the reclaimed water from CMSA has higher levels of chlorine than the reclaimed water from LGVSD. This higher chlorine level in CMSA's reclaimed water will dry out the O-rings and affect the wear surfaces on the equipment it touches. There are also limitations on where it can be used.

For the 12-month period between March 2020 through March 2021, the District used 725 CCF's or 542,300 gallons of water to clean District sewer pipes, for which we paid \$9,415 to MMWD for that time period.

ACTION REQUIRED:

Board discussion and direction to staff as needed.

Attachments:

1. MMWD Ordinance No. 449
2. April 29, 2021, MMWD Letter Re: Mobile Hydrant Meters and Mandatory Water Use Restrictions

MARIN MUNICIPAL WATER DISTRICT

ORDINANCE NO. 449

AN ORDINANCE ADDING CHAPTER 13.04 ENTITLED “ COMPREHENSIVE DROUGHT WATER CONSERVATION AND ENFORCEMENT MEASURES” TO TITLE 13 OF THE MARIN MUNICIPAL WATER DISTRICT CODE ENTITLED “WATER SERVICE CONDITIONS AND WATER CONSERVATION MEASURES” ADOPTING ADDITIONAL WATER CONSERVATION AND ENFORCEMENT MEASURES PURSUANT TO WATER CODE SECTION 375

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT AS FOLLOWS:

SECTION 1. Purpose: Due to the current drought conditions, existing in the service area of the Marin Municipal Water District (District), the purpose of this ordinance is to adopt a comprehensive list of mandatory water conservation measures to enhance the District’s water conservation program pursuant to Water Code section 375. The adoption of these conservation measures is aimed at reducing the quantity of water used both indoors and outdoors by all District customers to preserve the District’s limited water supply due to the current drought. This action is necessary to preserve remaining water supply given the uncertainty of future supply conditions.

SECTION 2. Chapter 13.04 entitled “Comprehensive Drought Water Conservation and Enforcement Measures” is hereby added to the Marin Municipal Water District Code.

SECTION 3. Section 13.04.010 entitled “Declaration of purpose and application” is added to read as follows:

13.04.010 Declaration of purpose and application.

The purpose of this chapter is to provide a comprehensive mandatory list of water conservation and enforcement measures to preserve the District’s remaining water supply during the current drought conditions by adopting provisions that will significantly reduce the consumption of water, thereby preserving and extending the available water supply for the District’s customers while reducing the hardship on the general public to the greatest extent possible. The water conservation and enforcement measures set forth in this chapter are adopted in accordance with Chapter 13.02 of the District’s Code and District Board of Directors Resolutions declaring a water shortage emergency and calling for voluntary and mandatory water conservation measures. This chapter is intended to provide a comprehensive list of mandatory water conservation measures, water waste prohibitions and water use restrictions as well as an enforcement program, to address the current drought and water supply shortage. Notwithstanding any other existing provision in the District Code this chapter shall, unless otherwise expressly stated, take precedent over any other inconsistent section of the District Code and shall apply uniformly across the District to all existing and future customers until such time as the District Board of Directors shall act to curtail the current water use conservation measures.

SECTION 4. Section 13.04.020 entitled "Drought water waste prohibitions" is added to read as follows:

13.04.020 Drought water waste prohibitions.

The following prohibitions shall be in addition to all existing normal year water conservation measures under section 13.02.021 of the District Code. No customer of the District shall make, cause, use or permit the use of potable water from the District for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this section.

(I) **Prohibited Nonessential Uses Applicable to Customers.** It is unlawful for any person, firm, partnership, association, corporation, or political entity to use potable water from the District for the following nonessential uses:

(A) The washing of sidewalks, walkways, driveways, parking lots and all other hard surfaced areas by direct hosing, except as may be permitted by current regulations pertaining to urban water runoff pollution prevention as defined by the Marin County Stormwater Pollution Prevention Program and other controlling agencies, or as determined necessary by any public agency for the health and safety of the public.

(B) The escape of water through breaks or leaks within the customer's plumbing or private distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. A period of forty-eight hours after the customer discovers such a leak or break, or receives notice from the District of such leak or break, whichever occurs first, shall constitute a "reasonable time" within which to correct such leak or break for the purposes of this section. Failure of the customer to correct the break or leak within the time period stated above shall constitute a violation of District Code and may result in enforcement actions being taken by the District pursuant to section 6.02.030 of the District Code.

(C) Decorative water fountains or pools, including the refilling or make-up of any decorative fountain or pool.

(D) Irrigation shall not be conducted in a manner or to an extent that allows water to run off or overspray the areas being watered. Every customer is required to have his or her water distribution lines and facilities under control at all times to avoid water waste.

(E) Any excess water runoff flowing onto the public right-of-way at a rate of one gallon per minute or greater not caused by storm water or naturally occurring groundwater, is prohibited.

(F) Using a garden hose without a shut-off nozzle.

(G) Any landscape irrigation between the hours of 9:00 a.m. and 7:00 p.m.

(H) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.

(I) Irrigating ornamental turf on public street medians.

(J) Powerwashing of any structure, or using potable water to wash vehicles except at commercial carwash facilities.

(K) Use of private fire lines or private fire taps for any purposes other than fire suppression and necessary testing.

(L) As of May 20, 2021, Golf course irrigation, with potable or raw water, of any areas beyond the greens and tee areas.

(M) Dust control, compaction, sewer flushing, street cleaning, or any other use, as determined by the District, which can be met with disinfected tertiary recycled water.

(2) Restrictions on Reverse Osmosis Units. The installation of reverse osmosis water purifying systems not equipped with an automatic shutoff unit is prohibited.

(3) The following are prohibited for all new connections:

(A) Single pass cooling systems for air conditioning or other cooling system applications unless required for health or safety reasons.

(B) Non-recirculating systems for conveyor carwash applications.

(4) Exemption From Daytime Water Prohibition. Notwithstanding anything contained in this chapter, necessary testing and repair of irrigation systems for the purpose of eliminating water waste is permitted during the hours of 9:00 a.m. and 7:00 p.m. Customers shall maintain appropriate documentation of any necessary testing and repairs for these purposes. For example, this documentation may include, but not be limited to, any applicable reports, invoices, photos, videos, and/or receipts for materials and labor related to the testing and repairs. Customers who fail to do so may be assessed the penalties set forth in section 13.04.040.

SECTION 5. Section 13.04.030 entitled “Variances” is added to read as follows:

13.04.030 Variances.

The District may grant variances for use of water otherwise prohibited by this chapter if it is found and determined that:

- (1) Failure to do so would cause an unnecessary and undue hardship on applicant or the public, including but not limited to, adverse economic impacts;
- (2) Failure to do so would cause an emergency condition affecting the health, sanitation, fire protection or safety of the applicant or the public; or
- (3) Customer is able and agrees to provide an alternative means of providing comparable water conservation.

Any request for a variance shall be submitted to the District in a writing providing sufficient detail regarding the request and the reasons therefore. After consideration of the variance request, a written decision shall be provided to the customer rejecting, partially approving or approving the variance request. If the customer disagrees with the initial determination, the customer may avail themselves of the appeal process set forth in section 13.04.060.

SECTION 6. Section 13.04.040 entitled “Enforcement” is added to read as follows:

13.04.040 Enforcement.

(1) As of May 1, 2021, for violations of the provisions set forth in section 13.04.020, other than subsection (1)(B), the following enforcement procedures shall apply:

(A) First Notice- Warning Letter

(i) Any customer violating the regulations and restrictions on water use set forth in section 13.04.020, other than subsection (1)(B), of this chapter shall receive a written warning informing them of the violation for the first such violation and warning that a second such violation will result in a penalty.

(B) Notice of Violation

(i) If, after receiving a written warning of violation for the same category of violation within a two week period, the District shall issue a Notice of Violation imposing a \$25 fine on the customer's next water bill.

(2) Repeat Violations

For customers found by the District to incur a further violation within the same category for which customer has already received a Notice of Violation within the past sixty (60) calendar days, customer shall be charged a fine of \$250 for each successive violation noticed by the District.

(3) Additional Enforcement Procedures

(A) Failure by the customer to correct the violation and pay the applicable fine, after following the procedures set forth above in this section, may cause the District to install a flow restrictor to be installed in the service. If a flow restrictor is placed, a charge of \$150 for cost of installation and an additional \$150 cost for removal shall be paid by the violator.

(B) Any willful violation occurring subsequent to the issuance of the third written notice of violation may constitute a misdemeanor and may be referred to the Marin County district attorney's office for prosecution. An individual convicted shall be punished by imprisonment in the county jail for not more than 30 days, or by a fine not exceeding one thousand dollars (\$1,000) or both.

(C) The District may also disconnect the water service pursuant to section 11.28.020 of this code. If water service is disconnected, it shall be restored only upon payment of the turn-on charge fixed by the board of directors under the provisions of section 11.08.150 of this code.

SECTION 7. Section 13.04.050 entitled "Further prohibitions" is added to read as follows:

13.04.050 Further prohibitions.

It is unlawful for any person, firm, partnership, association, corporation or political entity to remove, replace, alter or damage any water meter or components thereof, including but not limited to the meter face, its dials or other water usage indicators and any flow restricting device installed pursuant to Section 13.04.040.

SECTION 8. Section 13.04.060 entitled "Appeals" is added to read as follows:

Section 13.04.060 Appeals.

(1) Customers may appeal a decision regarding a variance or an enforcement action by following the procedures set forth below:

- (A) Within thirty (30) calendar days of the variance denial or partial denial or a notice of violation, customer shall mail a written appeal containing all applicable evidence supporting their position to the Water Efficiency Department at 220 Nellen Avenue, Corte Madera, CA 94925. For purposes of this section an appeal shall be deemed received by the District on the day of post-mark by the U.S. Postal Service.
- (B) The District shall respond to the appeal in writing either denying, granting or partially granting the appeal. If customer disputes the initial written determination of his/her appeal, then customer may request a further appeal by submitting a further writing to the District within fifteen (15) calendar days from the date of the initial written response to the appeal.
- (C) Upon receipt of a timely further appeal, a hearing on the appeal will be scheduled and the District will mail notice of this date to the customer at least ten (10) calendar days before the hearing.
- (D) The General Manager or designee shall conduct a hearing on the appeal considering all applicable facts and issue a written decision containing his or her decision on the appeal. The General Manager's or designee's decision shall be final.
- (E) Any action not timely appealed shall be deemed final.
- (F) Pending receipt of a written appeal or pending hearing pursuant to an appeal, the District may take appropriate steps to prevent unauthorized use of water as appropriate to prevent waste.
- (G) This notice and hearing procedure shall not apply to those water waste situations charged as misdemeanors.

SECTION 9. Section 13.04.070 entitled "Remedies/cumulative" is added to read as follows:

The remedies available to the District to enforce this chapter are in addition to any other remedies available under the District's code, or any state statutes or regulations, and do not replace or supplant any other remedy, but are cumulative.

SECTION 10. Section 13.04.080 entitled "Chapter controlling" is added to read as follows:

The provisions of this chapter shall prevail and control in the event of any inconsistency between this chapter and any other rule, regulation, ordinance or code of this District.

SECTION 11. Findings of Necessity: The Board of Directors, after considering all of the information and testimony presented at its April 20, 2021 meeting regarding this ordinance, finds as follows:

- I. Historic and Current Water Supply Overview
 - A. Water is a finite and precious resource.
 - B. The District's water supply currently remains limited to water captured in its seven reservoirs; water transported from the Russian River via the North Marin aqueduct;

and recycled water produced at the Las Gallinas Valley Sanitary District Plant (for a variety of non-potable purposes). About 73% of the District's water supply comes from its reservoirs, 25% from the Russian River through the North Marin aqueduct and 2% from recycled water. Although options to increase the District's water supply are being evaluated, the implementation of any preferred alternative will not be immediate.

- C. Based upon rainfall patterns for the District, very little rainfall occurs from May to October each year. In recent years, the overall summer peak-period has found water use averages about twice winter use. Outdoor water use is more discretionary than interior water use. Some reductions in water use can be achieved by reduction in the demand for water for exterior uses.
- D. Typically 15%-30% of water used for irrigating (water use outside the home) is wasted and the most typical cause of the waste is excess irrigation.
- E. The water conservation program required by this ordinance is necessary to conserve additional water for beneficial use and to preserve the District's water supply.

II. Conservation Measures.

- A. The Board of Directors determines that this conservation program is a fundamental and necessary step in its on-going efforts to reduce overall water use District wide, especially discretionary summer water use for irrigation.
- B. Mindful of the fact that water use doubles during the normally warm summer months and that in any given year the District's reservoirs store a two year supply of water, the Board determines that it reasonable and necessary to expand its conservation effort along the lines described in this ordinance to further preserve and conserve the District's water supply.
- C. Article X Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use to the fullest extent of which they are capable and that the waste, unreasonable use or unreasonable method of use of water be prevented, and that conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare.
- D. California Water Code section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.
- E. The adoption and enforcement of the water conservation program contained in this ordinance is necessary to manage and conserve the District's water supply and ensure the sustainability and reliability of the same by preventing water waste.
- F. The Board finds this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 21080(b)(4) of the Public Resources Code.

SECTION 12. Environmental Determination: This project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and based upon the above findings and purposes of this ordinance, qualifies for an exemption pursuant to section 21080(b)(4) in that the Board of Directors find that these measure are necessary to preserve water supply to avoid a more severe water supply emergency.

SECTION 13. Severability: If any section, subsection, sentence, clause, phrase, portion or part of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such section shall not affect the validity of the remaining portions of this code. The Board of Directors hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections subsections, clauses, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 14. Effective Date: Pursuant to Water Code section 376, this ordinance shall be effective on the day of its adoption. Within 10 days of adoption, this ordinance, or a summary hereof, shall be published in the Marin Independent Journal pursuant to Section 6061 of the Government Code.

PASSED AND ADOPTED this 20th day of April, 2021, by the following vote of the Board of Directors:

AYES: Directors Larry Bragman, John Gibson, Larry Russell, Monty Schmitt, and Cynthia Koehler

NOES: None

ABSENT: None



President, Board of Directors

ATTEST:



Secretary, Board of Directors



San Rafael

MAY -3 2021

Sanitation District

April 29, 2021
Meter No. 70169494

SAN RAFAEL SANITARY DIST
111 MORPHEW ST
SAN RAFAEL CA 94901

RE: Mobile Hydrant Meters and Mandatory Water Use Restrictions
Location: SAN RAFAEL SANITARY DISTRICT - VACTOR TRUCK 8192 (WES 415-725-9332)

Dear Contractor:

In response to the historically low level of our reservoirs, the Marin Municipal Water District has adopted new mandatory water use restrictions to help preserve our water supply. The goal of the mandatory restrictions is to achieve a 40 percent reduction in overall water use districtwide. As the holder of a mobile hydrant meter use permit, the purpose of this letter is to inform you of the new restrictions and the steps necessary for compliance.

Effective immediately, using potable water for dust control, compaction, sewer flushing, street cleaning, watering grass on public medians, washing driveways or sidewalks, power washing homes or business, or any other uses, determined by the District, which can be met with disinfected tertiary recycled water, is prohibited. See Marin Municipal Water District Ordinance No. 449. A complete list of water use restrictions is attached.

The mandatory water use restrictions include many of the currently permitted hydrant meter potable water uses. In response to the new restrictions, the District is discontinuing service to all mobile hydrant meters where the use of recycled water is otherwise appropriate, such as construction and grading compaction. Because your hydrant meter was issued for a use that is no longer allowed from potable hydrant water sources, the District is rescinding your hydrant meter permit and will be recovering your mobile hydrant meter in the upcoming weeks. We will contact you to coordinate retrieval of your mobile hydrant meter. Because the rescission is pursuant to water use restrictions, you will not be charged a retrieval fee. The final billing will be effective on the day of retrieval, plus the water use recorded by the meter, to that date. In addition, the deposit will be returned, less any damage and repair costs.

If the mobile hydrant meter cannot be easily removed without extensive modifications to the truck plumbing, then the District will read the meter, and temporarily turn off the meter in our billing system. You will receive a final billing, and the District will hold the meter deposit, as long as you have possession of the meter. The meter will no longer be legally available for use so long as the mandatory water conservation measures are in effect.

In addition, the District has disinfected tertiary recycled water available in many locations, at no cost for our users. Please see the attachment for the locations, restrictions on use, and additional information. **Prior to any use of tertiary recycled water a permit must be filled out for each user please contact the Reclamation Group with additional questions at backflow@marinwater.org or (415) 945-1488.**

The District greatly appreciates your cooperation and support as we move forward in response to the drought. If you have any questions regarding this matter, or believe the manner in which you are using potable water through your mobile hydrant meter complies with the District's mandatory water use restrictions, please contact the Reclamation Group at 415-945-1488.

Sincerely,

Paul Morrison

Paul Morrison, Engineering Support Services Manager

Attachment: Recycled Water Hauling Locations and Information, Mandatory Water Use Restrictions



MARIN MUNICIPAL WATER DISTRICT

220 Nellen Avenue Corte Madera CA 94925-1169
marinwater.org

**Recycled Water Truck Program
Recycled Water Use Permit
Marin Municipal Water District
220 Nellen Ave.
Corte Madera CA 94925**

This Use Permit must be available for inspection at all times. The reclaimed water Distributor shall carry in the tanker truck at all times and must present it to the Producer for water pick ups. This permit is subject to all Prohibitions, Specifications, and Provisions of RWQB Order Number 89-126

(For MMWD use only)

Permit Number: _____ Date of Permit: _____ Hydrant Key Issued: _____

1. Customer Information

Name: _____ Company Name: _____

Address: _____ City, State and Zip: _____

Office Phone: _____ Cell Phone: _____

2. Truck Information

Provide the following information for the truck(s) for which a permit is requested. An MMWD inspector must inspect each truck to determine that it is equipped with the necessary air gap before decal issuance.

Truck or Trailer Number	License Plate Number	Capacity of Tank or Containers	(For MMWD use Only)	
			Vehicle Equipped with Air Gap	Number of Decals Issued

3. Recycled Water Use Information (Check all that apply)

RECYCLED WATER MUST NOT BE USED FOR STORM DRAIN FLUSHING

Recycled Water Will be Used For: ☐ Soil Compaction ☐ Dust Control ☐ Irrigation ☐ Power Washing
☐ Sewer Flushing ☐ Street Cleaning ☐ Other: _____

Application Method: ☐ Tank Truck ☐ Flusher Truck ☐ Wash Water ☐ Spray

☐ Other: _____

RECYCLED WATER FROM MMWD MAY ONLY BE USED WITH THE MMWD SERVICE AREA

List where do you expect to apply recycled water with MMWD's service area:

City: _____ Address: _____
City: _____ Address: _____
City: _____ Address: _____
City: _____ Address: _____
City: _____ Address: _____

(Attach separate sheet if needed.)

4. Recycled Water Use Information

- a. User agrees to install, maintain, and keep in place while using recycled water three magnetic signs (on both sides and the rear of each truck) identifying that recycled water is in use. MMWD provides the first set of signs at no charge; replacement signs to be paid for at cost by user.
- b. In cases where MMWD issues a hydrant meter key, the customer must pay MMWD \$50.00 to replace any lost key.
- c. Customer must identify the person responsible for implementing worker/public protection at each site (i.e., that humans are not to drink recycled water or use it for preparing food).

Name of Responsible Person: _____

5. Vehicle Registration and Insurance Requirements

- a. Permit holder must provide and attach copies of current vehicle registration (for each truck) and the following insurance requirements: 1) Vehicle Liability; and 2) Workers' Compensation.

I certify that I am an authorized agent for the company cited in this application and that I have authority to bind the company to the requirements of this permit and program. I hereby certify under penalty of perjury that the information provided in this permit application and in any attachment is true and accurate to the best of my knowledge. I also certify that I have read the applicable rules and regulations of the Regional Water Quality Control Board Order 89-126 and the MMWD Recycled Water Truck Program Guidelines and agree to abide by them.

My company agrees to defend, indemnify, and hold harmless MMWD and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Permit Holder's its associates', employees' sub-consultants' or other agents' negligent acts, errors or omissions, or will full misconduct, in the operation and/or performance under this Recycled Water Use Permit.

Signature of User: _____ Print Name: _____
Title: _____ Date: _____
Company Name: _____

AUTHORIZATION

Customer is authorized to use recycled water from the MMWD Recycled Water Truck Program in accordance with MMWD's Recycled Water Truck Program Guidelines and RWQCB Order 89-126

MMWD Authorized Signature: _____ Date: _____



Recycled Water Truck Hauling Permit and Guidelines

Recycled Water Quality: MMWD's Recycled Water Truck Hauling Program supplies Disinfected Tertiary-Treated recycled water, Disinfected secondary-2.2 recycled water or Disinfected secondary-23 recycled water that meets the standards set by the California Department of Public Health.

General Program Requirements

1. Customers with trucks interested in getting recycled water must apply for a Recycled Water Use Permit. The application may be obtained as follows:
 - a. In person, at MMWD's Engineering Counter, located in the main office, 220 Nellen Ave. Corte Madera CA 94925
 - b. By downloading the form from the MMWD website. (www.marinwater.org) Home Page> Water Supply> Recycled Water> Truck Hauling Permit
2. Application forms must be completed and returned, with copies of required documents attached by email only to: backflow@marinwater.org
3. MMWD's recycled water must only be used/delivered in the MMWD service area.
4. Hauling Vehicles must be equipped with an air-gap fill.
5. Truck owners must show proof of valid vehicle registration. (A copy for each truck must be attached to the permit application.)
6. Before trucks can be filled for the first time, all truck owner and /or drivers are required to attend a brief on-site orientation/training in order to learn about using the filling stations and the proper handling and use of recycled water. MMWD's Recycled Water Truck Program Manager will schedule the on-site orientation/training and informs customers of the date, time, and location.
7. Once the customer completes the on-site orientation/training and an MMWD inspector verifies the required air gap, MMWD will issue a signed Recycled Water Use Permit along with three magnetic recycled water signs to affix to the customer's truck (both sides and the rear). The first set of signs are provided at no charge; the customer will have to pay (at cost) for any replacement signs.
8. Two copies of the Recycled Water Use Permit must be available in the truck for inspection at all times.

Recycled Water Handling and Use Requirements/Precautions

1. Workers should be informed that although water has been treated to lower health risks, bacterial and viral contamination is still present and potentially may cause illness or infection. Contact with reclaimed water by ingestion, inhalation of mist, or on cuts or abrasions should be avoided and the precautionary measures listed below should be carefully reviewed and followed.
2. Tanker trucks used to transport recycled water shall not provide any water for potable water use
3. Do **not** drink recycled water or use it for food preparation. Additionally, the truck driver must notify workers and/or the public when recycled water is used at a site and tell them that they are not to drink recycled water or use it for food preparation.
4. Workers should not be subjected to reclaimed water sprays, mists or aerosols.
5. Precautionary measures should be taken to minimize worker contact with constituents of reclaimed water.

6. Safe drinking water should be supplied for workers. Where bottled water is provided, the water should be in contamination proof containers and protected from reclaimed water and dust.
7. Workers should not apply reclaimed water by hand held nozzles or other hand held devices that can produce sprays, mists or aerosols.
8. Recycled water users should apply hand sanitizer or wash their hands with soap and potable water after working with recycled water and especially before eating or smoking.
9. Precautions should be taken to avoid food coming in contact with recycled water while the use area is still wet.
10. Truck drivers should be equipped with an adequate first aid kit. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
11. Recycled water shall not be allowed to spray onto external drinking water fountains
12. Recycled water shall not be applied where it could contact or enter passing vehicles, building areas where food is handled or eaten, or storm drains.
13. Recycled water users shall take adequate measures to prevent overspray, ponding or run off of recycled water from the authorized recycled water use area unless the Regional Water Control Board specifically allows it or by an attachment to the Recycled Water use Permit issued by MMWD.
14. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any domestic (drinking water) well.
15. Vehicles used for transportation and distribution of recycled water must have watertight valves and fittings, must not leak, and tanks must be cleaned of contaminants prior to use. A truck or tank that has contained material from a septic tank or cesspool shall not be used to convey recycled water.
16. Recycled water must not be introduced into any permanent piping system and no connection shall be made between the tank truck and any part of a potable water system.
17. Tank trucks used to transport recycled water should not be used to carry potable water unless a thorough cleaning and disinfection process has been completed. Contact MMWD at 415-945-1558 for details.

Truck Operator Information (Please Print)

Name: _____ Address: _____
City, State and Zip Code: _____
Telephone Number: _____ Cellular Telephone Number: _____

I hereby certify under penalty of perjury that I have read and understand the information provided in this application and the attachments. I also certify that I agree to abide by RWQCB Order 89-126.

Signature of Truck Hauler: _____ Date: _____

MMWD Recycled Water Truck Hauler Permit Number: _____ Expiration: _____

MMWD Authorized Signature: _____ Date: _____

RECYCLED WATER USES ALLOWED in CALIFORNIA

Use of Recycled Water	Treatment Level			
	Disinfected Tertiary Recycled Water		Disinfected Secondary - 23 Recycled Water	
Irrigation of:	Las Gallinas		CMSA	
Food crops where recycled water contacts the edible portion of the crop, including all root crops	Allowed		Not Allowed	
Parks and playgrounds	Allowed		Not Allowed	
School yards	Allowed		Not Allowed	
Residential landscaping	Allowed		Not Allowed	
Unrestricted-access golf courses	Allowed		Not Allowed	
Any other irrigation uses not prohibited by other provisions of the California Code of Regulation	Allowed		Not Allowed	
Food crops, surface-irrigated, above-ground edible portion, and not contacted by recycled water	Allowed		Not Allowed	
Cemeteries	Allowed		Allowed	
Freeway landscaping	Allowed		Allowed	
Restricted-access golf courses	Allowed		Allowed	
Ornamental nursery stock and sod farms with unrestricted public access	Allowed		Allowed	
Pasture for milk animals for human consumption	Allowed		Allowed	
Non-edible vegetation with access control to prevent use as a park, playground or school yard	Allowed		Allowed	
Orchards with no contact between edible portion and recycled water	Allowed		Not Allowed	
Vinyards with no contact between edible portion and recycled water	Allowed		Not Allowed	
Non food-bearing trees, including Christmas tree not irrigated less than 14 days before harvest	Allowed		Allowed	
Fodder and fiber crops and pasture for animals not producing milk for human consumption	Allowed		Allowed	
Sed crops not eaten by humans	Allowed		Allowed	
Food crops undergoing commercial pathogen-destroying processing before consumption by humans	Allowed		Allowed	
Ornamental nursery stock, sod farms not irrigated less than 14 days before harvest	Allowed		Allowed	
Supply for impoundment:				
Non-restricted recreational impoundments, with supplemental monitoring for pathogenic organisms	Allowed		Not Allowed	
Restricted recreational impoundments and publicly-accessible fish hatcheries	Allowed		Not Allowed	
Landscape impoundments without decorative fountains	Allowed		Allowed	
Supply for cooling or air conditioning:				
Industrial or commercial cooling or air conditioning involving cooling tower, evaporative condenser, or spraying that creates a mist	Allowed		Not Allowed	

RECYCLED WATER USES ALLOWED in CALIFORNIA

Industrial or commercial cooling or air conditioning not involving cooling tower, evaporative condenser, or spraying that creates a mist	Allowed		Allowed	
Other uses:				
Groundwater recharge	Allowed under special case-by-case by RWQCBs			
Flushing toilets and urinals	Allowed		Not Allowed	
Priming drain traps	Allowed		Not Allowed	
Industrial process water that may contact workers	Allowed		Not Allowed	
Structural fire fighting	Allowed		Not Allowed	
Decorative fountains	Allowed		Not Allowed	
Commercial laundries	Allowed		Not Allowed	
Consolidation of backfill material around potable water pipelines	Allowed		Not Allowed	
Artificial snow making for commercial outdoor uses	Allowed		Not Allowed	
Commercial car washes, not heating the water, excluding the general public from washing process	Allowed		Not Allowed	
Industrial process water that will not come into contact with workers	Allowed		Allowed	
Industrial boiler feedwater	Allowed		Allowed	
Non-structural fire fighting	Allowed		Allowed	
Backfill consolidation around non-potable piping	Allowed		Allowed	
Soil compaction	Allowed		Allowed	
Mixing concrete	Allowed		Allowed	
Dust control on roads and streets	Allowed		Allowed	
Cleaning roads, sidewalks, and outdoor work areas	Allowed		Allowed	
Flushing sanitary sewers	Allowed		Allowed	

This summary is prepared from the December 2, 2000-apopted Title 22 Water Recycling Criteria and supersedes all earlier versions. Prepared by Bahman Sheikh and edited by MMWD Reclamation and Backflow Group, who acknowledge this is a summary and not the formal version of the regulations referenced above.

¹ Refer to the full text of the December 2, 2000 version of Title 22: California Code of Regulations, Chapter 3 Water Recycling Criteria. This chart is only an informal summary of the uses allowed in this version, with the exception of orchards and vineyards noted as "Not Allowed" on page

² Per California Department of Public Health letter of January 8, 2003 to California Regional Water Quality Boards.

³ Allowed with "conventional tertiary treatment." Additional monitoring for two years or more is necessary with direct filtration.

⁴ Drift eliminators and/or biocides are required if public or employees can be exposed to mist.

⁵ Refer to Groundwater Recharge Guidelines available from the California Department of Public health

**MMWD Tertiary Recycled Water
Hydrant Locations for Truck
Hauling 5-27-15**



**Fill Station #3
Miller Creek School**

Lucas Valley Rd

**Fill Station #5
Marinwood Fire
Station**

**Fill Station #2
Lucas Valley and
101. Not in
Service**

LGWRP Clearwell
TK-227

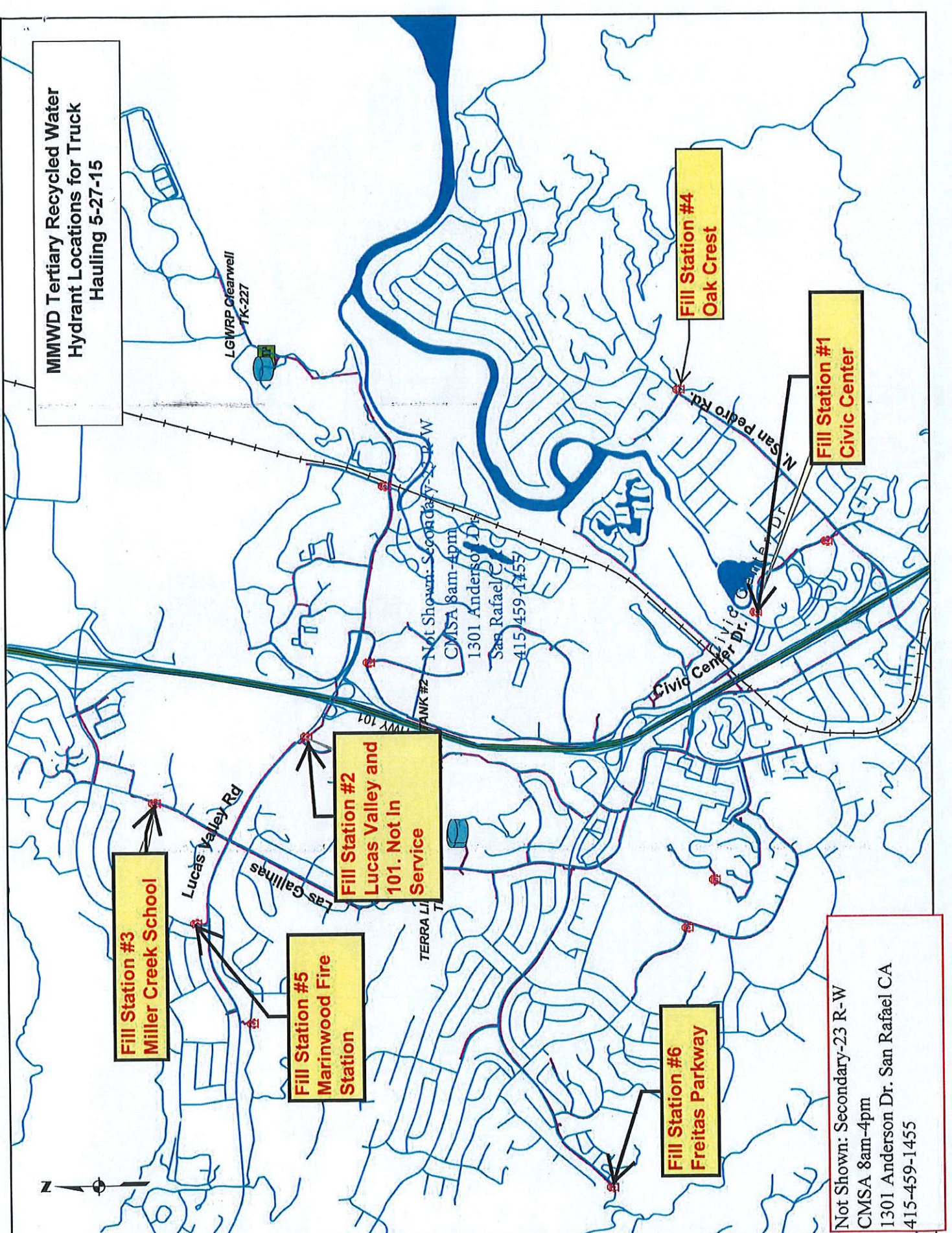
Not Shown: Secondary-23 R-W
CMSA 8am-4pm
1301 Anderson Dr.
San Rafael CA
415-459-1455

**Fill Station #6
Freitas Parkway**

**Fill Station #4
Oak Crest**

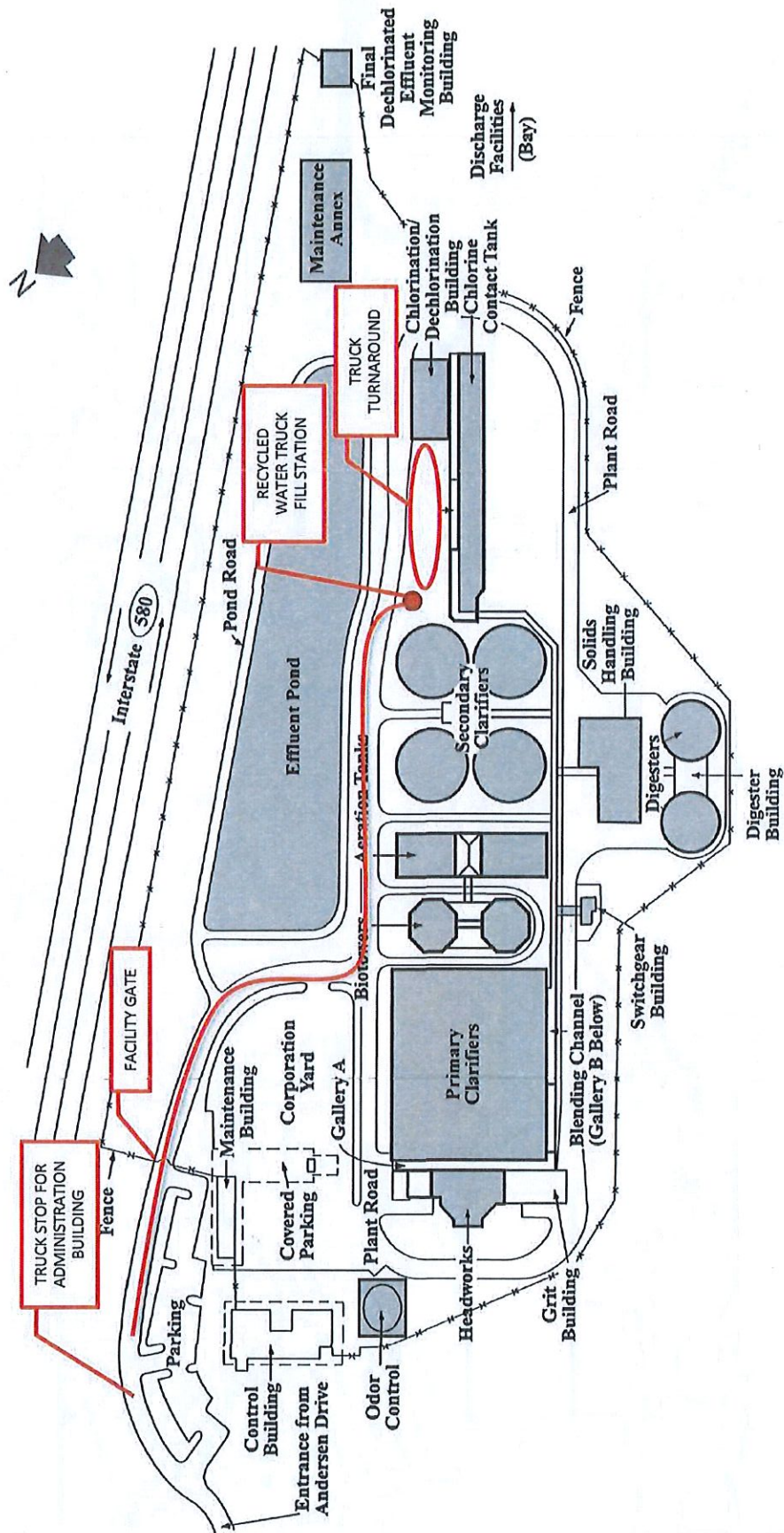
**Fill Station #1
Civic Center**

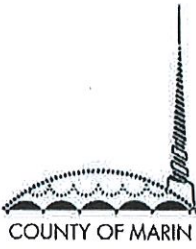
Not Shown: Secondary-23 R-W
CMSA 8am-4pm
1301 Anderson Dr. San Rafael CA
415-459-1455



RECYCLED WATER TRUCK FILL STATION DRIVER ROUTE

SPEED LIMIT 10 MPH





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May 6, 2021

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

Re: Closed Session

Dear Board Members:

I request that you conduct a closed session, during your meeting on May 6, 2021 to discuss possible initiation of litigation. In my opinion, public discussion of this matter would prejudice your position. The specific reason and the legal authority for the closed session is Government Code Section 54956.9(c).

This matter relates to the San Rafael Sanitation District's decision on whether to initiate litigation.

The agenda description should read as follows:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Deciding whether or not to initiate litigation pursuant to California Government Code Section 54956.9(c): One potential case.

Respectfully submitted,

Steven M. Perl
Deputy County Counsel

cc: Doris Toy

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