

**A G E N D A**  
**SPECIAL MEETING**  
**SAN RAFAEL SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**MONDAY – OCTOBER 24, 2022 - 11:00 A.M.**  
**Join Zoom Meeting at <https://us06web.zoom.us/j/89521384378>**  
**Meeting ID: 895 2138 4378**

**Or by Phone:**  
**One tap mobile**  
**+16699006833,,89521384378# US (San Jose)**

**Dial by your location**  
**+1 669 900 6833 US (San Jose)**  
**Meeting ID: 895 2138 4378**  
**Find your local number: <https://us06web.zoom.us/u/kc03wkcmDU>**

**CORONAVIRUS (COVID-19) ADVISORY NOTICE**

Consistent with the provisions in Assembly Bill 361, this Board meeting will be held virtually using Zoom.

Public comments for this meeting can be submitted via email to the District Clerk at [Cindy.Hernandez@cityofsanrafael.org](mailto:Cindy.Hernandez@cityofsanrafael.org). The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you would like to provide written comment on.

To provide comments during the meeting, please use the “raise hand” feature in the Zoom Meeting and the host will notify and unmute you when it is your turn to speak.

If you experience an issue providing comments in the meeting or want to comment via phone, please call 415-485-3132.

**Members of the public may speak on Agenda items.**

- 1. ROLL CALL**
- 2. ADOPT TELECONFERENCE MEETING RESOLUTION TO COMPLY WITH ASSEMBLY BILL 361**

Adopt resolution making findings that the proclaimed state of emergency continues to impact the ability to meet safely in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

**3. OPEN PERIOD**

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

**4. MINUTES OF THE MEETING**

Request approval as submitted – September 15, 2022.

**5. PAYMENTS**

Request approval as submitted.

**6. OLD BUSINESS**

- a. Discussion and update on the Bayside Acres Sewer Relocation Project.
  - i. Policy for unbuilt units for the Bayside Project.\*
  - ii. Update on Back-up Power.

**7. NEW BUSINESS**

- a. Approve the Administrative Analyst position.
- b. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Tesco Controls, Inc., to upgrade the Kerner C Pump Station programmable logic controller (PLC).  
(Kris Ozaki)

**8. INFORMATIONAL ITEMS**

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

**10. ADJOURNMENT**

The next scheduled meeting is November 3, 2022.

\* Information not furnished with Agenda.



**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 2.*

**DATE:** October 24, 2022

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

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

**SUBJECT:** Adopt Resolution Making Findings that the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safety in Person and Declaring that the Board will Continue to Meet Remotely in Order to Ensure the Health and Safety of the Public

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**RECOMMENDATION:**

Adopt resolution making the findings that the proclaimed state of emergency continues to impact the ability to meet in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

**BACKGROUND:**

The Ralph M. Brown Act requires that except as specifically provided, “meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body,” Gov. Code Section 54953(a). For many years, the Brown Act has authorized members of a local agency’s legislative body to attend a public meeting by teleconference in compliance with strict procedural requirements. Under Government Code Section 54953(b)(3), in order to use teleconferencing, at least a quorum of the legislative body must participate from locations within the agency’s boundaries; and the agency must give notice of each teleconference location and allow members of the public to address the Council at each teleconference location.

On March 4, 2020, Governor Newsom declared a statewide State of Emergency in connection with the COVID-19 pandemic. Subsequently, on March 18, 2020, the Governor issued Executive Order No. N-29-20 suspending the Brown Act’s requirements for in-person meetings and facilitating the use of teleconferencing for public meetings during the State of Emergency. The Executive Order authorized public meetings to be held by teleconference only, provided that notice and accessibility requirements are met, members of the public are allowed to observe and address the legislative body at the meeting, and there is a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities. This order has allowed the Board to hold its public meetings using teleconference technologies, with the requisite notice and public participation; however, the order was due to expire on September 30, 2021, and without legislative action, in-person meetings and the strict teleconferencing procedures of the Brown Act would again be required.

Because the statewide State of Emergency continues and the COVID-19 pandemic still poses a health risk for public meetings, on September 16, 2021, Governor Newsom signed into law as an urgency measure Assembly Bill (AB) 361. AB 361 amends the Brown Act provisions governing the use of teleconferencing for public meetings of a local agency's legislative bodies, allowing more liberal teleconferencing requirements to continue during the current and future state-declared emergencies.

**ANALYSIS:**

Executive Order N-29-20 has now expired, but AB 361 is now in effect, and its amendments to the Brown Act will allow the District to continue to hold its meetings using teleconferencing technology after September 30th. Government Code Section 54953, as amended by AB 361, now provides in new subsection (e)(1) that during the current and any future state-declared State of Emergency, the legislative body of a local agency may use teleconferencing without complying with the procedural requirements of Government Code Section 54953(b)(3) in any of three circumstances:

- (A) The legislative body holds a meeting during a proclaimed State of Emergency, and State or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed State of Emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed State of Emergency and has determined, by majority vote, pursuant to subparagraph (B), that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Certain additional requirements would apply under the new law, however, including specific requirements as to how public comment must be allowed and heard, with which the Board already complies. In addition:

- In the event of a disruption which prevents the Board from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the District's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevent the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- If a State of Emergency remains active or state of local officials have imposed or recommended measures to promote social distancing in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to

subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

- The legislative body has reconsidered the circumstances of the State of Emergency.
- Any of the following circumstances exist:
  - (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

This resolution is intended to comply with the requirement to make specified findings every 30 days. The resolution finds that the State of Emergency continues in effect, that measures to promote social distancing are still being imposed by the State and county, and that the State of Emergency directly impacts the ability of the public and the members of the Board to meet safely in person. The proposed resolution confirms the Board's determination that its public meetings should continue to be held using only teleconferencing technology.

Staff plans to agendize the same type of resolution at each regular Board meeting during the pendency of the statewide state of emergency so that the Board may continue to reconsider these findings at least every 30 days.

The Brown Act amendments adopted by AB 361 will be operative until January 1, 2024, and will then expire unless extended by new legislation.

**FISCAL IMPACT:**

None.

**OPTIONS:**

The Board has the following options to consider on this matter:

1. Adopt the resolution as proposed.
2. Adopt a modified resolution.
3. Direct staff to return with more information.
4. Take no action.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution making the findings that the proclaimed State of Emergency continues to impact the ability to meet in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

Attachment: Resolution

**RESOLUTION NO. 22-1255**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL  
SANITATION DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF  
EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN  
PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE  
TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF  
THE PUBLIC**

**WHEREAS**, the San Rafael Sanitation District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

**WHEREAS**, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

**WHEREAS**, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

**WHEREAS**, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

**WHEREAS**, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

**NOW, THEREFORE, THE SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

1. The Board has reconsidered the circumstances of the State of Emergency and finds that:
  - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors, District staff, and members of the public to meet safely in person; and
  - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 24th day of October 2022 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Kate Colin, Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**



**SAN RAFAEL SANITATION DISTRICT  
Minutes of the Meeting  
September 15, 2022**

Special Meeting

Via Teleconferencing

The meeting was called to order at 2:00 P.M. by Chair Kate.

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

Attendance Staff: Doris Toy, District Manager/District Engineer  
Kris Ozaki, Operations and Maintenance Manager  
Tim Tran, Associate Civil Engineer  
Kelvin Munar, Junior Engineer  
Cynthia Hernandez, District Secretary  
Cynthia Fuller, Administrative Assistant Temp

Attendance Others: Kerry Laiw Gerchow, Deputy County Counsel  
Jason Dow, General Manager of CMSA  
Dean DiGiovanni, CMSA Commissioner for SRSD  
Kathleen Price, Bayside Acres Property Owner

1. **ROLL CALL** – A roll call was taken, and Chair Kate, Director Bushey, and Director Rice were present.

2. **ADOPT TELECONFERENCE MEETING RESOLUTION TO COMPLY WITH ASSEMBLY BILL 361**

Adopt resolution of the Board of Directors of the San Rafael Sanitation District making findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public.

**MOTION** by Director Rice, seconded by Director Bushey, to adopt the resolution making findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public.

**AYES:** Director Bushey, Director Rice, Chair Kate  
**NOES:** None  
**ABSENT:** None

*Motion Carried*

3. **OPEN PERIOD** – No persons were present to address the Board.

**4. MINUTES OF AUGUST 8, 2022.**

**MOTION** by Director Bushey, seconded by Director Rice, to approve the minutes of the August 8, 2022, meeting as presented.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

**5. PAYMENTS**

**MOTION** by Director Bushey, seconded by Director Rice, to approve the payments for August 2022 for maintenance and operation of the District and for capital improvements.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

**6. OLD BUSINESS**

**a. Discussion and update on the Bayside Acres Sewer Relocation Project.**

**i. Policy for unbuilt units for the Bayside project.**

District Manager Toy reported the following: Up until this time, the District has been making decisions and setting policies for the existing residential units that are included in this project. Those units will all have private individual pump systems and laterals, which the District will design and install. The District will now need to consider the unbuilt units, remodels, ADUs, and vacant lots. There are currently three vacant lots. One owner plans to build a future single-family home on one of those lots, and another owner plans to build a future ADU. Nute Engineering is planning to move forward with the design of the individual pump systems and plans to meet with the property owners between now and December 15<sup>th</sup> to discuss the design of these systems. Nute will bring sketches to the homes of the property owners and will discuss the best locations for the sump pump systems and any electrical panel upgrades that may be needed. Nute will then bring the 65% design back to District staff by January 15<sup>th</sup> for review. These dates will need to be kept in mind in regard to any decisions made for future units in order to keep the project on schedule. The Board then entered into a discussion on this matter. Ms. Kathleen Price, a Bayside Acres property owner, then spoke. She reported that her family property (currently vacant land) already has stub outs for gas, electric, and water service and that she would be sharing some documents with Manager Toy showing previous development. She also reported that this is family land and that their intent is to build on it. No building permit has been issued for this property. The Board then had a further discussion and expressed concern that any deviation from the norm in regard to the sewer lateral could be considered a gift of public funds. The items the Board felt should be considered are 1) the development costs, 2) the demarcation line (date/trigger), 3) what would be considered as a gift of public funds, and 4) whether

the property is connected to the sewer system. The Board suggested having a meeting with the District Manager and the District's legal counsel in order to create a policy to address future development and ADUs. They then requested Manager Toy to continue to work with the Price family regarding this matter.

**ii. Beach Drive properties in the Bayside project.**

District Manager Toy reported that this item refers to the properties at 50, 51, and 53 Beach Drive that would like to connect to the nearby pump station rather than have individual pump systems. She then reported the following: At the last meeting, the Board decided it would be best for each of these properties to be on a private pump system similar to those of their neighbors. After she relayed this information to the owners of 50, 51, and 53 Beach Drive, a group Zoom meeting was held on August 25<sup>th</sup>, and the owners requested Manager Toy to pass their comments on to the Board. Manager Toy reported that their comments consisted of matters regarding fairness, sewer service charges, environmental issues, liability issues, and rental properties. The property owners also reported that they would be conducting their own research on these matters and would report back to the District on any findings. The Board then had a brief discussion and reported that many of these comments had already been discussed in depth and did not warrant reopening the decision that was previously made. The Board also reported that they would be open to any additional information.

**b. Discussion on a Fixed-Term Assistant District Manager.**

District Manager Toy reported that this item is a continuation from the last meeting at which the Board had agreed to hire a temporary Assistant District Manager for a couple of years to help her with the day-to-day functions so that she could focus on matters such as MRG's workplan, Board matters, and other high-level planning for the District. She then reported that she had learned through Human Resources that there is a fixed-term position for an Executive Professional (Executive Professional Temp), which includes benefits and comes with a salary schedule (Step A \$11,137 to Step J \$17,278). Next, Manager Toy discussed the salary schedule with the Board and expressed her concern that the salary may not be high enough to attract the maximum number of candidates. She requested the Board to review the job description and the salary schedule and to provide comments and then approve the job description and set the salary schedule so that this job could be posted as soon as possible. Manager Toy then provided the Board with some additional information regarding this position in response to their inquiries.

**Approve the job description and salary range for the Fixed-Term Assistant District Manager as presented.**

**MOTION** by Director Rice, seconded by Director Bushey, to approve the job description and salary range for the Fixed-Term Assistant District Manager as presented.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

**7. NEW BUSINES**

- a. Adopt resolution authorizing the District Manager/District Engineer to execute a Second Amendment to Agreement with Nute Engineering for design related services for the Bayside Acres Beach Sewer Relocation Project, Phase B.**

District Manager Toy reported the following information: The original Agreement with Nute Engineering was for the design of the Bayside Acres Beach Sewer Relocation Project as a whole. Phase A of this project is the sewer main in the street where the future laterals will tie in, Phase B is more focused on the private laterals and pump systems, and Phase C will be decommissioning the beach pipe. At the last meeting, the Board approved the first amended Agreement with Nute to extend the contract for engineering services during the construction of Phase A. This second amended Agreement is for Phase B, where Nute and its subconsultants will perform the design for the individual laterals and pump systems for 19 properties. Nute Engineering proposes to complete its design by April 2023, and this work will be done on a time-and-materials basis for an amount not to exceed \$333,608. The Board then requested that the Agreement state that the amount will be increased for an amount up to \$333,608.

**MOTION** by Director Bushey, seconded by Director Rice, to adopt the resolution authorizing the District Manager/District Engineer to execute a Second Amendment to the Agreement with Nute Engineering for design related services for the Bayside Acres Beach Sewer Relocation Project, Phase B, for an additional amount up to \$333,608.00.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

- b. Discussion on Associate Management Analyst position.**

District Manager Toy reported the following information: She would like to reclassify the Senior Administrative Assistant position to an Associate Management Analyst position. The Senior Administrative Assistant position is currently held by Cindy Hernandez, who has held this position for nearly 30 years and has expressed her desire to retire by the end of 2022. The Senior Administrative Assistant position has evolved over the years into a more technical and professional position with a higher level of duties, which include Clerk to the Board, budgeting, contracting, invoicing, fee calculations, and various special projects for the District Manager in addition to Executive Assistant duties. Because the Senior Administrative Assistant is part of SEIU and the Associate Management Analyst is part of Local 1, an agreement would need to be made with the affected Unions prior to the selection and appointment of the Associate Management Analyst. Ms. Hernandez has offered to assist with the transition and plans to train her successor for a period of up to 30 days. However, if the District is not able to meet her timeline, the District's current temporary Administrative Assistant will be able to carry on with the administrative duties until a successor is hired. Manager Toy then recommended that the Board approve the reclassification of the Senior Administrative Assistant position to the Associate Management Analyst position. The Board then asked if it might be possible to pass on the benefit of this reclassification to the current Senior Administrative Assistant (Cindy Hernandez) and expressed their desire to do so if it fits her current job description there had been some overlap. Manager Toy then reported that she would need to check with Human Resources on this matter.

**MOTION** by Director Rice, seconded by Director Bushey, to approve the job reclassification of the Senior Administrative Assistant position to the Associate Management Analyst position.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

**8. INFORMATIONAL ITEMS**

None.

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

None.

**10. CLOSED SESSION**

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

**Closed Session – Opened at 2:56 P.M.**

**Closed Session – Ended at 3:28 P.M.**

Deputy County Counsel Gerchow reported that there was no reportable action.

**11. ADJOURNMENT**

There being no further business to come before the Board, the meeting of September 15, 2022, was adjourned at 3:29 P.M. The next regular meeting of the San Rafael Sanitation District scheduled for October 6, 2022, was later canceled, and a special meeting was scheduled for Monday, October 24, 2022, at 11:00 A.M. via teleconferencing.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 24th DAY OF OCTOBER 2022**

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Kate Colin, Chair



**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
**September 1, 2022 - September 30, 2022**  
*Vendor/Payee*

	<b>Memo</b>	<b>Class</b>	<b>Acct #</b>	<b>Account Name</b>	<b>Amount</b>
AMESOS PLUMBING INC	Collection System - emergency work at 53 Woods Street in August and September 2022	200	2360	O&M - collection systems	8,486.50
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/03/22	200	2021	Uniforms	240.87
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/10/22	200	2021	Uniforms	202.93
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/17/22	200	2021	Uniforms	201.78
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/24/22	200	2021	Uniforms	206.68
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/31/22	200	2021	Uniforms	203.35
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 9/07/22	200	2021	Uniforms	213.67
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 9/14/22	200	2021	Uniforms	209.07
AT&T *1523	Telephone Service - land lines for pump stations and dialers from 7/02/22-8/01/22	100	2534	Telephone service	545.36
AT&T *1523	Telephone Service - land lines for pump stations and dialers from 8/02/22-9/01/22	100	2534	Telephone service	571.57
AT&T MOBILITY	Telephone Service - cell phone service from 7/04/22-8/03/22	100	2534	Telephone service	642.16
AT&T MOBILITY	Telephone Service - cell phone service from 8/04/22-9/03/22	100	2534	Telephone service	643.96
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - annual permit renewal for the Loch Lomond Pump Station for 9/01/22-9/01/23	200	2359	Maint- pump sta's & force mains	486.00
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - annual permit renewal for the South Francisco Pump Station for 10/01/22-10/01/23	200	2359	Maint- pump sta's & force mains	599.00
BPXPRESS	2020 Sewer Pipe Repair and Replacement Project, Phase 2 - plans and specs	300	4342	2020-21 Sewer Improvement (80)	314.40
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	Consulting Services - annual sewer billing updates for FY 2022-2023 and historic billing entries for FY2021-2022	100	2325	Consulting services	5,750.00
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	Facilities Mapping Services - miscellaneous projects from July to August 2022	100	4188	Facilities mapping services	2,625.00
CAL-STEAM CO INC	Pump Stations - pressure gauge for North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	72.58
CENTRAL MARIN SANITATION AGENCY	FOG Program - FOG Control Program management from 4/01/22-6/30/22	100	4300	FOG Program	5,045.85
CITY OF SAN RAFAEL	Pump Stations - reimbursement for red dyed diesel fuel for pump station generators	200	2359	Maint- pump sta's & force mains	3,613.31
COLIN, KATE	Director's Fees - Kate Colin on 8/08/22	100	2282	Director's fees	100.00
COLIN, KATE	Director's Fees - Kate Colin on 9/15/22	100	2282	Director's fees	100.00
COUNTY OF MARIN	Director's Fees - Katie Rice on 8/08/22	100	2282	Director's fees	100.00
COUNTY OF MARIN	Director's Fees - Katie Rice on 9/15/22	100	2282	Director's fees	100.00
CSWS/TUBER-STROEH ENGR GROUP INC.	Third Street (Fourth Street to Mary) - design and construction related services through 7/10/22	300	4340	Third St (Hayes to Ritter) (80)	2,177.75
CWEA-TCP	Membership and Dues - CWEA membership renewal, Douglas W St. Cyr	100	2388	Training and education	202.00
D&D Pipelines Inc	Collection Systems - emergency spot repair at Laurel Place and Tamalpais Avenue	200	2360	O&M - collection systems	19,500.00
DNG ENTERPRISES INC	Pump Stations - radiator cap for Kohler generator	200	2359	Maint- pump sta's & force mains	11.85
E&M ELECTRIC & MACHINERY, INC.	Pump Stations - TopView support through 7/31/27	200	2359	Maint- pump sta's & force mains	2,950.00
ELECTRO-MOTION, INC	Pump Stations - automatic transfer switch for Simms Street Pump Station	200	2359	Maint- pump sta's & force mains	10,965.44
ELECTRO-MOTION, INC	Pump Stations - installation of automatic transfer switch for Simms Pump Station	200	2359	Maint- pump sta's & force mains	5,137.88
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control chemical delivered to pump stations on 6/10/22	200	2106	Odor control chemicals	11,495.43
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control chemicals delivered to pump stations on 7/08/22	200	2106	Odor control chemicals	11,448.05
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control chemicals delivered to pump stations on 8/19/22	200	2106	Odor control chemicals	11,266.94
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks at pump stations from 7/01/22-7/31/22	200	2106	Odor control chemicals	1,620.83
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks at pump stations from 8/01/22-8/31/22	200	2106	Odor control chemicals	1,620.83
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 7/31/22	100	2325	Consulting services	598.35
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 8/14/22	100	2325	Consulting services	1,495.88
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 8/21/22	100	2325	Consulting services	897.53
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 8/28/22	100	2325	Consulting services	897.53
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 9/04/22	100	2325	Consulting services	1,495.88
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 9/11/22	100	2325	Consulting services	1,216.65

FORSTER & KROEGER INC.	Collection System - weed abatement from 7/18/22-7/21/22	200	2360	O&M - collection systems	7,200.00
HARDIMAN CONSTRUCTION	Collection System - spot repair for 21 Hillcrest Drive	200	2360	O&M - collection systems	9,850.00
HARDIMAN CONSTRUCTION	Collection System - spot repair for 22 Alexander Avenue	200	2360	O&M - collection systems	16,750.00
JACKSON'S HARDWARE	Pump Stations - parts for ARV A56	200	2359	Maint- pump sta's & force mains	7.58
MAHER ACCOUNTANCY	Accounting Services - August 2022	100	2717	Accounting services	3,600.00
MAHER ACCOUNTANCY	Accounting Services - September 2022	100	2717	Accounting services	3,600.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 8/08/22	100	2282	Director's fees	100.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 9/15/22	100	2282	Director's fees	100.00
MARIN COUNTY TAX COLLECTOR	Office Supplies - business cards for Tran and Munar	100	2133	Office & shop supplies	90.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Road from 6/16/22-8/17/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Drive from 6/10/22-8/10/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - 3106 Kermer Boulevard from 6/15/22-8/16/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Andersen Drive from 6/10/22-8/10/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Castro Avenue from 6/14/22-8/15/22	200	2536	Water utility costs	178.48
MARIN MUNICIPAL WATER DIS	Water - Catalina Boulevard from 6/14/22-8/15/22	200	2536	Water utility costs	87.73
MARIN MUNICIPAL WATER DIS	Water - E Francisco Boulevard from 6/14/22-8/15/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - E Francisco Boulevard from 6/15/22-8/16/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Montecito Road from 6/15/22-8/16/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - N San Pedro Road from 6/16/22-8/17/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Peacock Drive from 6/16/22-8/17/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Point San Pedro Road from 6/15/22-8/16/22	200	2536	Water utility costs	87.73
MARIN MUNICIPAL WATER DIS	Water - Riviera Drive L128 Sewer Pump from 6/16/22-8/17/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Simms Street from 6/10/22-8/10/22	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Woodland Avenue from 6/10/22-8/10/22	200	2536	Water utility costs	87.73
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - services for 120 Main Drive on 9/13/22	200	2363	Standby services	1,687.50
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - services for 354 Forbes Avenue on 8/11/22	200	2363	Standby services	750.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - services for 902 Third Street on 9/03/22	200	2363	Standby services	750.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - services for Third Street and Lootens Place on 9/04/22	200	2363	Standby services	750.00
MUNICIPAL RESOURCE GROUP, LLC	Consulting Services - services from 7/26/22-7/30/22	100	2325	Consulting services	1,462.50
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 7/01/22-7/31/22	300	4338	Rehab of Beach Swr Bayside (80)	11,111.50
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 8/01/22-8/31/22	300	4338	Rehab of Beach Swr Bayside (80)	43,866.00
PARK ENGINEERING, INC	Consulting Services - sewer permit inspections for June and July 2022	100	2325	Consulting services	8,519.50
PERIN - BATTERIES PLUS	Pump Stations - 6 volt lead battery	200	2359	Maint- pump sta's & force mains	37.76
PERIN - BATTERIES PLUS	Shop Supplies - type C batteries for maintenance shop	200	2133	Office & shop supplies	26.05
PG&E a/c 2480926202-5	Power - electric service for pump stations from 7/11/22-8/09/22	200	2535	Electric utility costs	16,186.38
PUMP REPAIR SERVICE CO INC	Pump Stations - pump repair at North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	2,160.00
PUMP REPAIR SERVICE CO INC	Pump Stations - pump repair at West Francisco Pump Station	200	2359	Maint- pump sta's & force mains	6,601.88
RAUCH COMMUNICATIONS CONSULTANTS INC	Bayside Acres Beach Sewer Improvements Project - public relations related services through 6/30/22	300	4338	Rehab of Beach Swr Bayside (80)	3,543.75
RAUCH COMMUNICATIONS CONSULTANTS INC	Bayside Acres Beach Sewer Improvements Project - public relations related services through 7/31/22	300	4338	Rehab of Beach Swr Bayside (80)	3,262.50
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design related services through 7/31/22	300	4342	2020-21 Sewer Improvement (80)	49,036.68
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design related services through 8/31/22	300	4342	2020-21 Sewer Improvement (80)	1,050.00
STAPLES INC	Office Supplies - batteries	100	2133	Office & shop supplies	113.32
TIFCO INDUSTRIES	Pump Stations - drill bits and washers	200	2359	Maint- pump sta's & force mains	407.94
TRANSBAY SECURITY SERVICE	Pump Stations - extra padlocks for pump stations	200	2359	Maint- pump sta's & force mains	770.91
TRANSBAY SECURITY SERVICE	Pump Stations - master padlocks	200	2359	Maint- pump sta's & force mains	9.33

TRANSBAY SECURITY SERVICE	Vehicle Repair - keys for Ford TV Van	200	2083	Parts and repairs vehicles	9.20
TRANSBAY SECURITY SERVICE	Vehicles - keys for power rodder vehicle #8199	200	2083	Parts and repairs vehicles	12.21
US BANK CORPORATE PAYMENT	Collection Systems - Gas	200	2360	O&M - collection systems	483.52
US BANK CORPORATE PAYMENT	Collection Systems - parts for vacor filters	200	2360	O&M - collection systems	339.40
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - recruitment postings for Senior Civil Engineers	100	2389	Miscellaneous expenses	295.00
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - recruitment postings for Senior Civil Engineers	100	2389	Miscellaneous expenses	220.00
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - recruitment postings for Senior Civil Engineers	100	2389	Miscellaneous expenses	75.00
US BANK CORPORATE PAYMENT	Office Supplies - adapter for monitor for Mohammed (Inspector)	100	2133	Office & shop supplies	13.61
US BANK CORPORATE PAYMENT	Office Supplies - card reader	100	2133	Office & shop supplies	62.10
US BANK CORPORATE PAYMENT	Office Supplies - keyboard for an iPad	100	2133	Office & shop supplies	59.79
US BANK CORPORATE PAYMENT	Office Supplies - new iPad cover	100	2133	Office & shop supplies	88.25
US BANK CORPORATE PAYMENT	Office Supplies - rubber stamps	100	2133	Office & shop supplies	17.77
US BANK CORPORATE PAYMENT	Subscriptions - Marin IJ for 8 Weeks	100	2131	Memberships and subscriptions	219.38
VERIZON WIRELESS(242395655)	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations from 7/18/22-8/17/22	100	2534	Telephone service	137.72
VERIZON WIRELESS(372347623)	Telephone Service - wireless service for laptops from 7/21/22-8/20/22 and new iPad	100	2534	Telephone service	847.00
WATER COMPONENTS & BLDG SUPPLY	Collection System - maintenance supplies	200	2360	O&M - collection systems	177.14
WATER COMPONENTS & BLDG SUPPLY	Collection System - rod hole cap for 65 Bryn Mawr Drive	200	2360	O&M - collection systems	8.96
WATER COMPONENTS & BLDG SUPPLY	Collection System - spot repair for 7 Laurel Place	200	2360	O&M - collection systems	293.28
WATER COMPONENTS & BLDG SUPPLY	Collection System - spot repair for 7 Laurel Place	200	2360	O&M - collection systems	1,426.40
WECO INDUSTRIES LLC	Collection System - cleaning rod for power rodder	200	2360	O&M - collection systems	6,283.01
WECO INDUSTRIES LLC	Collection System - sewer rod	200	2360	O&M - collection systems	931.35
					\$ 323,035.91





**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 6.a. ii.*

**DATE:** October 24, 2022

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

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

**SUBJECT:** Discussion and Update on the Bayside Acres Beach Sewer Improvement Project – Backup Power

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**BACKGROUND:**

At the May 20, 2022, Board meeting, the Board directed staff to proceed with the engineering design of private individual pump systems for existing properties that are affected by the relocation of the sewer main in the beach for the Bayside Acres Sewer Improvement Project. Since backup power was one of the concerns of the property owners in regard to using a pump system, the Board asked staff to provide additional information on options for backup power sources, costs, and liability. The Board would then decide whether the District would provide a backup power source.

The District’s engineering consultant on this project, Nute Engineering, asked its electrical engineering consultant, Beecher Engineering, to prepare a technical memo in regard to standby power alternatives.

**ANALYSIS**

With the assumption that each new pumping system must be capable of operating for up to 24 hours without the presence of a PG&E power source and the standby power source shall only be used for the new pump system equipment, Beecher Engineering offered two practical alternatives: a standby generator powered by natural gas and a battery system. Both systems will automatically turn on when PG&E power is unavailable.

**Standby Generator**

The advantages of having a standby generator backup power source are:

- The system can operate for an unlimited duration as long as there is PG&E natural gas;
- The generator equipment has an estimated service life of approximately 20 years before replacement is required.

The disadvantages of having a standby generator backup power source are:

- Somewhat noisy, similar to the noise level of a vacuum cleaner;
- Requires annual maintenance service, which costs approximately \$1,000/year.
- Produces exhaust emissions when California is trying to reduce fossil fuel emissions;

- Requires a footprint of approximately 36”x 30” and will need to be set back from the house per local code requirements for an internal combustion engine exhaust.

### **Battery Backup**

The battery system unit is similar to residential solar power systems with the dimension of approximately 21” wide by 30” high. It can be installed either indoors, typically within a residence garage or within a ventilated outdoor enclosure.

The advantages of having a battery backup as a power source are:

- System is quiet during operation
- Does not produce any emissions
- Consists of solid-state components which enhance system reliability

The disadvantages of having a battery backup as a power source are:

- Operating time is limited during a PG&E power outage, depending on the quantities of batteries installed.
- Battery service life is estimated to be approximately 5 years, at which time the batteries need to be replaced and old batteries need to be disposed of. The cost is approximately \$5,000 for battery replacement; the estimated disposal cost will be dependent on the local waste management facility, if they do not have a “free” battery recycling program.

### **FINANCIAL IMPACT:**

The estimated installed cost for the standby generator is \$15,000 per residence, and for the battery system, the cost is \$20,000 per residence.

### **ACTION REQUIRED:**

Board to discuss the standby power source alternatives.

1. Decide whether the District will provide a standby power source to each of the private individual pump system residents within the Bayside Acres Sewer Improvement Project and decide which alternative:
  - a. Standby generator; or
  - b. Battery system
2. Provide other direction to staff.

Attachment: Beech Engineering Memorandum, dated October 21, 2022



## MEMORANDUM

October 21, 2022

To: Mark Wilson (Nute)

From: Todd Beecher (BEI)

cc: Adrian Bartshire (Nute)

**SUBJECT: San Rafael Sanitation District – Bayside Acres Residential Sewage Pumps: Standby Power Alternatives**

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Mark,

Nute Engineering (Nute) provided the following information for the anticipated residential sewage pump units that will be required for the Bayside Acres Project:

Street Address	Pump Configuration	Pump Size (Hp)
9 MARINE DR	Duplex	0.5 - 0.75
11 MARINE DR	Duplex	0.5 - 0.75
177 OAK DR	Duplex	0.5 - 0.75
179 OAK DR	Duplex	0.5 - 0.75
181 OAK DR	Duplex	1
183 OAK DR	Duplex	1
187 OAK DR	Duplex	1
189 OAK DR	Duplex	0.5 - 0.75
191 OAK DR	Duplex	1.5
193 OAK DR	Duplex	1
800 PT SAN PEDRO RD	Duplex	1
816 PT SAN PEDRO RD	Duplex	0.5 - 0.75
824 PT SAN PEDRO RD Main	Duplex	0.5 - 0.75
824 PT SAN PEDRO RD ADU	Simplex	0.5 - 0.75
824 PT SAN PEDRO RD Pier	Simplex	0.5 - 0.75
828 PT SAN PEDRO RD	Duplex	0.5 - 0.75
832 PT SAN PEDRO RD	Duplex	0.5 - 0.75
836 PT SAN PEDRO RD	Duplex	0.5 - 0.75
50 BEACH DR	Duplex	0.5 - 0.75
51 BEACH DR	Duplex	0.5 - 0.75
53 BEACH DR	Duplex	0.5 - 0.75

### **System Assumptions:**

The following has been assumed with respect to evaluating the standby power requirements for each location:

- Where “duplex” pumps are indicated, it is assumed that both pumps may be required to operate simultaneously
- Where “duplex” pumps are indicated, it is assumed that the controls for the pumps will “stagger” the starting of the pumps so that they are not called to start at the same time
- Where a range has been indicated for a location, the upper limit horsepower size for the pumps has been assumed with respect to evaluating the standby power requirements
- Each residence location will be implemented as a dedicated system which shall include the pumping equipment and associated wet well, pump control system and instrumentation, utility power source from the residence’s main panelboard and dedicated standby power source. No “sharing” of new systems between different residence locations is assumed.
- It has been assumed that each new pumping system must be capable of full-load operation for up to (24) hours without the presence of the residence’s PG&E utility power source (i.e. inverter/battery backup system must provide a minimum of 24 hours of continuous operation during a PG&E outage).
- Standby power provisions shall only be utilized with the new pumping system equipment. Other loads connected to each residence main panel will not be supplied from the standby power provisions that are utilized for the new pumping systems.

### **Background Discussion:**

As we have discussed, the new sewage pumps will be the sole means for conveying sewage from each residential property into the San Rafael Sanitation District (SRSD) conveyance system, thus necessitating a high level of reliability for the new pumping systems. To achieve an acceptable level of reliability, each new pumping system will need to be capable of operation without limitation regardless of whether the residence’s utility power source is available or not. Therefore, a reliable standby power source is required for each residential pumping system being provided in order to maintain full-load operation during utility power outages for an assumed maximum duration of up to (24) hours.

Following are the two (2) practical approaches for supplying standby power to each provided pumping system:

- Standby generator utilizing an internal combustion engine driving a rotating synchronous generator
- Inverter system in conjunction with batteries

Each of these approaches is discussed in detail below.

**Alternative 1: Standby Generator:**

Figure 1 below indicates standby power implementation utilizing a standby generator source. This approach utilizes an automatic transfer switch in conjunction with an engine-driven standby generator that is fueled from the residence's PG&E natural gas supply. Upon sensing PG&E power loss, the automatic transfer switch automatically transmits a "start" signal to the standby generator. Once the generator starts and is up to speed and voltage, the automatic transfer switch will transition to the "Standby Source" position, restoring power to the sewage pumping system. Upon sensing return of PG&E power, the automatic transfer switch will transition back to the "Normal Source" position, returning the sewage pump system back to the PG&E power source.

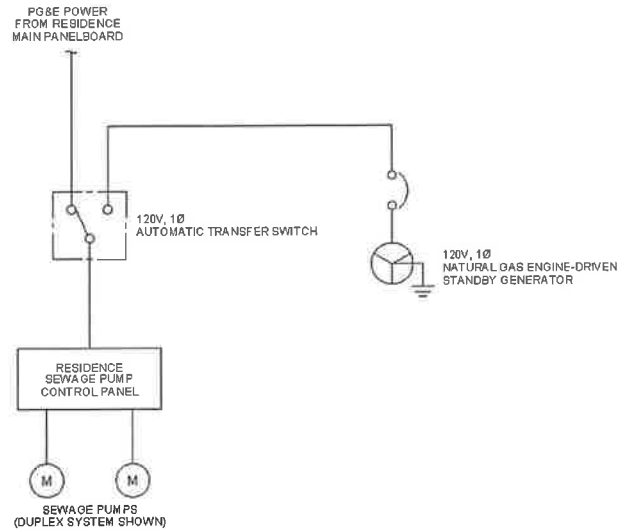


FIGURE 1: SYSTEM WITH STANDBY GENERATOR BACKUP POWER

The advantages of a standby generator backup power source are listed below:

- System can operate from the standby power source for an unlimited duration (i.e. as long as the PG&E natural gas source is present)
- Rotating generators can “ride through” pump starting inrush currents without requiring excessive sizing of the generator equipment
- Automatic transfer switch and generator equipment has an estimated service life of approximately 20 years before replacement is required



FIGURE 2: EXAMPLE RESIDENTIAL NATURAL GAS GENERATOR

The disadvantages of a standby generator backup power source are listed below:

- Somewhat noisy during operation (similar to the noise level of a vacuum cleaner, approximately 70 dBA), particularly since ALL of the residences in this vicinity will likely be simultaneously operating during a PG&E outage
- Automatic transfer switch consists of mechanical components that must be maintained on a yearly basis to ensure proper operation. It is estimated that the annual maintenance cost for both the generator and automatic transfer switch will be approximately \$1,000.
- Produces exhaust emissions, which runs counter to present-day goals in California to reduce fossil fuel emissions
- The generator will require a footprint of approximately 36" x 30" and will need to be set back from the house per local Code requirements for an internal combustion engine exhaust.

## Alternative 2: Battery Backup:

Figure 3 below indicates standby power implementation utilizing an inverter with battery backup. For this approach, the inverter accepts alternating current (AC) power from the PG&E source and direct current (DC) power from the backup batteries. The inverter “passes through” the PG&E AC power when it is available. When PG&E power is not available, the inverter automatically transitions to the battery backup source, converting the DC power to AC power for supply of the pumping equipment.

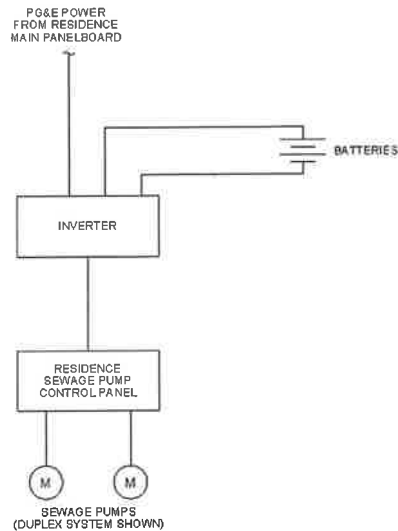


FIGURE 3: SYSTEM WITH INVERTER AND BATTERIES

The inverter will be similar to units that are used with residential solar power systems and will have dimensions of approximately 21” wide by 30” high. These units are required to be installed either indoors or within a ventilated outdoor enclosure (typically installed within a residence garage).

The advantages of an inverter/battery backup power source are listed below:

- System is quiet during operation
- Consists of solid-state components which enhance system reliability
- Does not produce any emissions

The disadvantages of an inverter/battery backup power source are listed below:

- Operating time is limited during a PG&E power outage depending on the quantities of batteries installed
- The inverter must be sized to accommodate the inrush current to the pump motors (i.e. sizing must be larger than required for steady-state operation of the pumping equipment)

- Battery service life is estimated to be approximately 5 years, at which time the batteries must be replaced and the old batteries disposed of (approximately \$5,000 for the battery replacement with an estimated disposal cost that will be dependent on the local waste management facility, provided that the facility does not have a “free of charge” battery recycling program)



FIGURE 4: TYPICAL 20kW RESIDENTIAL INVERTER

**Estimated Costs:**

The estimated installed costs for each system are presented below. Costs presented below do not include conduit/wiring for each system (these costs are assumed to be similar for each presented alternative):

**Alternative 1: Standby Generator:**

Standby Generator: \$10,000

Automatic Transfer Switch: \$5,000

**Alternative 1 Total Estimated Installation Cost: \$15,000 (per residence)**

**Alternative 2: Inverter/Batteries:**

Inverter: \$15,000

Batteries: \$5,000

**Alternative 2 Total Estimated Installation Cost: \$20,000 (per residence)**



**Recommendations:**

Although the cost of utilizing an inverter/battery backup system will be more costly than utilizing a standby generator, the simplicity of the inverter/battery system coupled with the quiet operation in a residential setting coupled with clean operation with respect to emissions is the recommended choice for each residence.

It should be noted that inverter/battery system technology is constantly evolving and there is no “proven” solution for this specialized application. Furthermore, in light of today’s supply chain issues, costs and procurement of solid-state equipment such as inverters and batteries may vary widely. Should the District decide to move forward with the selection of utilizing an inverter/battery backup system, it is recommended that there be a “phased approach” which limits the pumping system initial installation to a single residence. Ideally, the recommended “phased approach” would be to install one, complete new pumping system including the inverter/battery backup system. This will allow a complete “prototype” system to be completely constructed and placed into operation so that system performance and actual final construction costs can be accurately determined for a complete system before committing District resources to the remaining (20) residences.

Please let me know if you would like to further discuss the information contained within this memorandum.

**SAN RAFAEL SANITATION DISTRICT**

*Agenda Item No. 7.a.*

**DATE:** October 24, 2022

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

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

**SUBJECT:** Approve the Administrative Analyst Position

**SUMMARY:**

The District Manager wishes to reclassify a current Senior Administrative Assistant position to an Administrative Analyst position.

At the September 15, 2022, Board meeting, the Board approved the reclassification of the current Senior Administrative Assistant position to an Associate Management Analyst in anticipation of the upcoming retirement of Senior Administrative Assistant, Ms. Cynthia Hernandez. However, it appears that the City’s process of reclassifying the position to an Associate Management Analyst was more complicated than anticipated. As mentioned previously, the Associate Management Analyst is in the Local 1 union, and the Senior Administrative Assistant is in the SEIU union. And recently, it was brought to the District Manager’s attention that the Associate Management Analyst is a confidential position. Since the District wishes to expedite the recruitment process, the District Manager has requested the City to reclassify the Senior Administrative Assistant position to an Administrative Analyst position, which is in the same union (SEIU).

While Administrative Assistants tend to perform duties to support a department or a unit with focus on attending to daily activities required to run an office, Administrative Analysts, on the other hand, perform complex and analytical work, function independently, and focus on programs, projects, research, and analysis of data to prepare and present findings and recommendations. The District intends to assign work that is similar and highly equivalent to serving as the District’s City Clerk. However, since this classification is currently not available, the Administrative Analyst position is the closest classification that the District can use until such classification of District Clerk is developed and established within the District’s/City’s classification structure.

The City has approved the reclassification of the Senior Administrative Assistant to the Administrative Analyst position, and this position was posted on October 11, 2022. This position is being advertised as “open until filled”; however, the first review of applications will be on October 31, 2022.

**FISCAL IMPACT:**

The Senior Administrative Assistant salary ranges from \$5,569/month (Step A) to \$6,769/month (Step E). The Administrative Analyst salary ranges from \$5,859/month (Step A) to

\$7,122/month (Step E), which is a 5% difference in salary. Please note that the Administrative Analyst salary is similar to the Associate Management Analyst position, which was approved by the Board at the last meeting.

**ACTION REQUIRED:**

The District Manager recommends that the Board approve the reclassification of the Senior Administrative Assistant position to the Administrative Analyst position.

Attachment: Job Announcement for the Administrative Analyst



# SAN RAFAEL

THE CITY WITH A MISSION

## Administrative Analyst

San Rafael Sanitation District

\$5,859 - \$7,122 per month

Plus excellent benefits

**APPLICATION DEADLINE: *“Open Until Filled” – First Review of Applications will be October 31, 2022***

**THE CITY** is focused on enhancing our community members' quality of life through well-designed services and a positive workplace culture. San Rafael is the economic and cultural heart of Marin County, and its high quality of life is centered on its commercial districts, engaged neighborhoods, active lifestyle, and natural environment. San Rafael (population 61,000) is a full-service city with a city council/city manager form of government with 12 departments, more than 400 employees, and an annual budget of \$120 million. The City's vision is to be a vibrant economic and cultural center reflective of its diversity. The City Council is engaged and seeks to strengthen the urban and commercial areas as well as sustain the beautiful natural environment.

San Rafael's Organizational culture framework is an initiative called **“Together San Rafael.”** City employees are our greatest asset, and we seek talented individuals with diverse backgrounds who are creative, curious, and excited about a challenge. We are a results-driven team focused on the needs of community members. The **Together San Rafael initiative is focused** on modernizing City services and increasing the engagement of employees. This initiative recognizes the interconnectedness of the customer and employee experience.

### **THE POSITION:**

The City of San Rafael is recruiting for an Administrative Analyst in our Sanitation Department. This position is responsible for performing a variety of responsible, complex, professional, and administrative staff duties under the supervision of the Sanitation Department District Manager. This position will also be acting as the District Clerk for the Sanitation District, attending and participating in Sanitation District Board Meeting and recording the minutes of the meetings.

***This position performs the following essential job duties (including but not limited to):***

- Plans, organizes, coordinates and implements day to day program assignments independently.
- Conducts research, analyzes data, and presents conclusions and recommendations.
- Analyzes federal and state laws and regulations as they relate to assigned programs and develops and implements changes.
- Develops program manuals, comprehensive reports, handouts, flyers, newsletters, and other documents for communicating program information.
- Composes and reviews department website content; maintains the department website.
- Drafts and publishes authorized social media posts consistent with City messaging; and responds to citizen inquiries on behalf of the department.
- Plans and coordinates civic engagement events.
- Participates in the training of clerical personnel. May provide work direction to others.
- Respond to public inquiries.
- Process HR related documents and reporting
- Prepares comprehensive written reports regarding program activities.
- Educates and engages with other city staff, city council, community representatives and citizens.
- Other duties may be assigned.

***To be eligible for this position you must have knowledge of/ability to:***

- Principles and practices associated with administration, organization, and management.
- Research methods, techniques and statistical and other work measures.
- Department goals, objectives, policy and procedure.
- Effective oral and written communications methods.
- Operation of personal computers and related software.
- Statistical, research and survey methods.
- Policies and objectives of assigned programs.
- Advanced secretarial and administrative methods.
- Principles of training and work direction.
- Coordination of clerical assignments.
- Modern office practices and procedures.
- Work independently in the completion of assignments.
- Analyze and evaluate data.
- Prepare and present clear and concise reports, both orally and in writing.
- Establish and maintain effective working relationships with others.
- Provide effective functional or project leadership.
- Effectively plan, organize, and prioritize work.

***LANGUAGE/MATHEMATICAL/REASONING SKILLS:***

- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from managers, officials and the general public.
- Ability to work with mathematical concepts such as probability and statistical inference.
- Ability to apply concepts such as percentages, ratios and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written oral, diagram, or schedule form.

**EDUCATION and/or EXPERIENCE:**

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities may qualify. A typical way of gaining the knowledge, skill and ability outlined above is:

- Equivalent to an Associate's degree with college course work in public administration, business administration or a related field. **AND**
- Three (3) years of progressively responsible administrative support experience, preferably with a public agency.
- Experience involving extensive written customer communications, employer social media posts, research, budget, preparation/reconciling, development of marketing materials and event planning/coordination may substitute for the required education on a year-for-year basis.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to stand and walk. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities include close vision, and ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly exposed to video display and regularly works in inside environmental conditions. The employee occasionally works in evenings or weekends and occasionally works with use of personal vehicle. The noise level in the work environment is usually quiet.

**APPLICATION AND SELECTION PROCESS:**

**City of San Rafael application is required.** Resumes do not substitute for the City application. Candidates should detail related education and experience on the application. The examination process may include the following application appraisal and oral board interview examination. The passing point for the oral board examination final score will be 70%. Note: Prior to appointment, candidate must pass a pre-employment physical, background check/fingerprinting, and drug screen. To file an application, go to: [www.calopps.org](http://www.calopps.org). Select "Member Agencies". Select "San Rafael". Follow this link to apply via CalOpps: <https://www.calopps.org/san-rafael/job-20306210>

For more information about the City of San Rafael, please visit [www.cityofsanrafael.org](http://www.cityofsanrafael.org)

**Interviews for this position are tentatively scheduled for Monday, November 7, 2022 and will be held via Zoom.**

**Reasonable Accommodation:** The City of San Rafael will make reasonable accommodations in the exam process to accommodate disabled applicants. If you have a disability for which you require an accommodation, please contact us at (415) 485-3474 before the test date. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position. Such accommodations must be requested by the applicant.



**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 7.b.*

**DATE:** October 24, 2022

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

**PREPARED BY:** Kris Ozaki, Operations and Maintenance Manager

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

**SUBJECT:** **Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Tesco Controls, Inc., to Upgrade the Kerner C Pump Station Programmable Logic Controller (PLC)**

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**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Tesco Controls, Inc., to upgrade the Kerner C Pump Station Programmable Logic Controller (PLC).

**BACKGROUND:**

The Kerner C Pump Station is located at 2450 Kerner Boulevard. It is a small submersible pump station consisting of two 3-horsepower Flygt pumps. This pump station serves roughly eight commercial office buildings on Kerner Boulevard and Morphew Street, including the City of San Rafael's Corporation Yard and District office.

The original date of construction is unknown, but it has gone through two major upgrades. The first upgrade was in 1986 when the District upgraded the control panel and in 2002 when the District upgraded the Programmable Logic Controller (PLC), including the Human Machine Interface (HMI), to an Allen Bradley Micrologix 1000. Unfortunately, this HMI is where the problem lies. Over the past year, the LCD screen on the HMI began to fade and became difficult to read. To make any changes to the program or clear alarms, we would have to memorize how the touchscreen was laid out and where each button was located. Now the touchscreen has failed, and the display is completely blank. Imagine looking at your computer monitor while it's turned off.

**ANALYSIS:**

The PLC (Allen Bradley Micrologix 1000) continues to work today, but District staff is unable to make adjustments to the program or clear alarms.

Tesco Controls, Inc., recently completed similar work at the Bret Harte Pump Station, and it has been operational since July of this year. Staff requested Tesco to prepare a similar proposal to upgrade the Kerner C Pump Station and to include a new Allen Bradley PLC, as well as SCADA

(Supervisory Control and Data Acquisition) and a radio telemetry system so our crews can control the pump station via laptop in the event of an emergency.

Tesco's proposal is attached, and they propose to perform the work in the amount of \$78,390.00.

**FISCAL IMPACT:**

This project will be funded under the Operations & Maintenance Fund from the FY 2022-23 Budget.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Tesco Controls, Inc., to upgrade the Kerner C Pump Station Programmable Logic Controller (PLC).

Attachments: Resolution  
Professional Services Agreement



**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 22-1256**

**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  
TESCO CONTROLS, INC., FOR ENGINEERING RELATED SERVICES  
FOR THE KERNER C PUMP STATION PLC UPGRADE  
FOR AN AMOUNT NOT TO EXCEED \$78,390.00**

**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 Tesco Controls, Inc., for engineering related services for the Kerner C Pump Station PLC Upgrade, a copy of which is hereby attached and by this reference made a part hereof.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 24th day of October 2022 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

\_\_\_\_\_  
**Kate Colin, Chair**

**ATTEST:**

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

**PROFESSIONAL SERVICES AGREEMENT  
TO UPGRADE THE KERNER C PUMP STATION  
PROGRAMMABLE LOGIC CONTROLLER (PLC)**

This Agreement is made and entered into this 24th day of October 2022 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *TESCO CONTROLS, INC.* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *CONSULTANT* to perform the required engineering related services for the "**Kerner C Pump Station PLC Upgrade**" (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 Operations and Maintenance 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. *RICHARD MARTINEZ* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated September 12, 2022, 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 a lump-sum amount 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 \$78,390.00.

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

6. TERM OF AGREEMENT

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

7. TERMINATION

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

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

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other. 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: Mr. Kris Ozaki (Project Manager)  
San Rafael Sanitation District  
111 Morphew Street  
San Rafael, CA 94901

TO CONSULTANT: Mr. Richard Martinez (Project Director)  
Tesco Controls, Inc.  
P.O. Box 299007  
Sacramento, CA 95829

17. INDEPENDENT CONSULTANT

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

18. ENTIRE AGREEMENT -- AMENDMENTS

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

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

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

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

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

19. SET-OFF AGAINST DEBTS

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

20. WAIVERS

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

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all State and Federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is 94-2218097, 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

TESCO CONTROLS, INC.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Delven Diaz

\_\_\_\_\_  
Kerry Laiw Gerchow  
Deputy County Counsel

Title: Sales Manager



**EXHIBIT A**

**To:** WorkSmart Automation

**Quote Date:** Sept. 12, 2022

**Attn:** Dan Jones

**Quote No.:** 22H294Q03

**Re:** San Rafael Sanitation District – Kerner C Pump Station Controls Upgrade

Thank you for your interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. The scope shall include replacement of the existing Allen Bradley Micrologix series controller with the District standard Allen Bradley CompactLogix Programmable Controller. It is understood that the intent is to setup and configure the Pump Station for communication to the District's SCADA system via radio telemetry. The scope shall also include removal of existing nonoperational OIT, pump alternation device with associated wiring and installation of radio hardware equipment (antenna mast, antenna, and coaxial cable).

TESCO's scope shall include the following:

- Provide engineering services for proper replacement and operation of new equipment and keep existing pump station controls operational during construction.
- Furnish and install new Allen Bradley 1769-L30ER-NSE CompactLogix 5370 PLC in existing cabinet with enough I/O to operate station.
- Furnish and Install new Allen Bradley PV Plus 7 Performance 10" touch screen.
- Furnish and Install District standard MDS iNet 900 Ethernet radio and cabling.
- Furnish and Install new antenna, cabling, and antenna mast. Antenna direction to be as instructed by the District. Establish radio connection from Kerner C Pump Station to SCADA.
- Existing Ultrasonic Level System (HydroRanger) shall remain in the panel and will be wired into the new PLC for primary level monitoring and control.
- Remove and deliver to District, existing MicroLogix Controller and Alternating Relay.
- Furnish and Install cover plates on cabinet door for removed equipment.
- Furnish and Install new name plates where appropriate.
- Provide all wiring, cabling, power, interfacing services for a turn-key replacement of existing controller.
- Provide on-site startup services to prove out proper operation of new controller.
- Develop and furnish diagrams and O&M

Item	Qty	Description
1	1	<p><b>Replacement Programmable Controller Package to Include:</b></p> <ul style="list-style-type: none"> <li>▪ AB CompactLogix Controller (ALB1769L30ER)</li> <li>▪ CompactLogix Power supply</li> <li>▪ Qty. (1) 16 Point digital input modules</li> <li>▪ Qty. (1) 8 Point digital output modules</li> <li>▪ Qty. (1) 4 Point analog input module</li> <li>▪ Pre-wired and labeled terminal strip</li> <li>▪ Multi port Ethernet switch</li> <li>▪ Radio transceiver with pigtail</li> <li>▪ Spare additional 24VDC power supply</li> <li>▪ Lightning arrester</li> <li>▪ AB 10" PanelView Plus 7 color touchscreen (field installed)</li> <li>▪ APC 1500 UPS</li> <li>▪ Misc. parts, cover plates, wire, labels, GFI receptacle, etc.</li> <li>▪ Manufacturing Services – assembly, equipment wiring, factory testing</li> </ul>
2	1	<p><b>Telemetry and Field Equipment to Include:</b></p> <ul style="list-style-type: none"> <li>▪ Antenna Mast with weather head (approx. 10')</li> <li>▪ Yagi directional antenna with mounting hardware (low dB gain)</li> <li>▪ Antenna feedline (coaxial cable) with connectors</li> </ul>
3	Lot	<p><b>Professional Services:</b></p> <ul style="list-style-type: none"> <li>▪ Project Management – Project coordination and cut-over plan</li> <li>▪ Engineering – Revised schematics, submittals and O&amp;M's</li> <li>▪ Field Service – Removal of controller, non op equipment (OIT) &amp; associated hardware including panel mounted components</li> </ul> <p>Install new PLC, with Touchscreen, antenna, terminations, labeling, calibrations, field testing, and startup</p> <p><b>Integration Services to Include:</b></p> <ul style="list-style-type: none"> <li>▪ Programming of new AB CompactLogix PLC and new AB Panelview OIT</li> <li>▪ Setup and test new iNet Radio Transceiver, establish connectivity to SCADA and test</li> <li>▪ SCADA configuration to include new SCADA screens, alarms and trends</li> <li>▪ Configure new TopView alarms for on call alarm notification</li> <li>▪ Startup assistance, point to point checks, and control validation of program</li> </ul>
<b>TOTAL FOR ITEMS 1 - 3:</b>		<b>\$78,390.00</b>

**Project Clarifications**

- Unless otherwise stated above, the following is **not** included within this quotation:
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not defined by the above quotation.
  - Fiber optic patch panels, cable, splicing or terminations.
  - Networking infrastructure or architecture modifications to existing facilities.

- Any 3<sup>rd</sup> party independent testing, harmonic testing/analysis, power coordination study, or Arc-Flash Hazard Analysis (AFHA) study.
- Interconnection or loop diagrams for equipment not furnished by TESCO.

Please note: Scope and cost estimate does not include float switches.

## Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Any additional work requested by client outside the scope of this quote will be quoted separately at a rate of \$170.00/hour
- Submittals: Approximately **8-10** weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Price does include applicable sales tax, use tax, and applicable fees.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



**Richard Martinez**

Technical Sales

TESCO Controls, Inc.

(916) 395-8800

(916) 730-9936 – Mobile

rmartinez@tescocontrols.com