#### AGENDA

# SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS FRIDAY – APRIL 21, 2023 - 9:00 A.M. SAN RAFAEL CITY HALL 1400 FIFTH AVENUE – CONFERENCE ROOM CD3 SAN RAFAEL, CALIFORNIA 94901

Members of the Public may also participate in Open Session through the following:

**Zoom link:** https://cityofsanrafael-org.zoom.us/j/83792027349

Or by Phone: 1 669 444 9171 US

Meeting ID: 837 9202 7349

Public comments for this meeting can be submitted via email to the District Clerk at <u>Kathryn.Nelson@cityofsanrafael.org</u>. 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 a 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.

Members of the public may speak on Agenda items.

#### 1. ROLL CALL

#### 2. OPEN PERIOD

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

#### 3. MINUTES OF THE MEETING

Request approval as submitted – March 17, 2023.

#### 4. PAYMENTS

Request approval as submitted.

#### 5. OLD BUSINESS

a. Report on Termination of Sewer Service at 255 Margarita Drive. \*

<sup>\*</sup>Information not furnished with Agenda

#### 6. NEW BUSINESS

- a. Adopt Resolution of Appreciation to Cindy Hernandez.
- **b.** Discussion on Capital Improvement Plan.
- c. Discussion on District Reserve Policy (John Maher).
- **d.** Approve the Administrative Assistant position.

#### 7. INFORMATIONAL ITEMS

- **a.** Report on Spill Emergency Response Plan in compliance with the Reissuance of the State's Waste Discharge Requirements.
- b. Report on Municipal Resource Group Recommended Workplan.

#### 8. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

#### 9. ADJOURNMENT

The next scheduled meeting is May 19, 2023.

#### SAN RAFAEL SANITATION DISTRICT Minutes of the Special Meeting March 17, 2023

Special Meeting Via Teleconferencing

The meeting was called to order at 9:00 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: Kris Ozaki, Operations and Maintenance Manager

Kathryn Nelson, Administrative Analyst

Attendance Kerry Gerchow, Deputy County Counsel

Others: Dean DiGiovanni, CMSA Commissioner for SRSD

- 1. **ROLL CALL** A roll call was taken, Director Bushey, Director Rice, and Chair Kate were present.
- 2. **OPEN PERIOD** No persons were present to address the Board.
- 3. **MINUTES OF JANUARY 12, 2023 -** Request approval as submitted January 12, 2023

**MOTION** by Director Rice, seconded by Director Bushey, to approve the minutes of the January 12, 2023, meeting as presented.

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

**NOES**: None

ABSENT: None Motion Carried

4. **PAYMENTS -** Request approval as submitted.

**MOTION** by Director Bushey, seconded by Director Rice, to approve the payments for January 2023, and February 2023, for maintenance and operation of the District and for capital improvements.

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

**NOES**: None

**ABSENT**: None *Motion Carried* 

#### 5. **OLD BUSINESS**

a. None

#### 6. **NEW BUSINESS**

a. Adopt Resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for Construction Inspection Services.

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

**NOES**: None

**ABSENT**: None *Motion Carried* 

b. Approve Municipal Resource Group, LLC proposal for conducting a Compensation Study.

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

**NOES**: None

**ABSENT**: None *Motion Carried* 

c. Adopt Resolution to Summarily Vacate a Sanitary Sewer Easement at 3301 Kerner Boulevard, APN 008-082-52, San Rafael, California and allow General Manager Toy to sign and have recorded Quit Claim Deed.

**AYES**: Director Bushey, Chair Kate

**NOES**: None

ABSENT: None Motion Carried

d. Approve Board meeting schedule changes for 2023.

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

**NOES**: None

**ABSENT**: None *Motion Carried* 

#### 7. **INFORMATIONAL ITEMS**

**a.** Letter to Regional Water Quality Control Board, dated March 6, 2023, Request to Remove Collection Systems from Tentative National Pollutant Discharge Elimination System permit for CMSA.

#### 8. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

#### 9 **CLOSED SESSION**

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

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

#### 10. **ADJOURNMENT**

There being no further business to come before the Board, the meeting of March 17, 2023, was adjourned at 10:04 A.M. The next regular meeting of the San Rafael Sanitation District was scheduled for Friday, April 21, 2023.

	Respectfully submitted,
	Maribeth Bushey, Recording Secretary
ATTEST THIS 21st DAY OF AP	RIL 2023
Kate Colin, Chair	

PAYMENT SUMMARY				
March 1, 2023 -March 31, 2023				
Vendor/Payee	Мето	Class	Account	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/15/23	200	2021 · Uniforms	238.26
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/22/23	200	2021 · Uniforms	201.16
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/01/23	200	2021 · Uniforms	201.16
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/08/23	200	2021 · Uniforms	200.01
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/15/23	200	2021 · Uniforms	198.86
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/22/23	200	2021 · Uniforms	203.90
AT&T *1523	Telephone Service - land lines for pump stations and dialers from 2/02/23-3/01/23	100	2534 · Telephone service	612.60
AT&T MOBILITY	Telephone Service - cell phone service from 2/04/23-3/03/23	100	2534 · Telephone service	613.68
ATELIER MARIN	Third Street (Fourth Street to Mary) - reimb. for plumbing services on 2/10/23 for missed lateral on IDA	300	4340 · Third St (Hayes to Ritter) (80)	1,115.50
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - annual permit renewal fee for North Francisco Pump Station from 4/01/23-4/01/24	200	2359 · Maint- pump sta's & force mains	630.00
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - annual permit renewal fee for Woodland Pump Station from 4/01/23-4/01/24	200	2359 · Maint- pump sta's & force mains	517.00
BWS DISTRIBUTORS	Safety - new rain gear	200	2365 · Safety equipment and supplies	447.93
BWS DISTRIBUTORS	Safety - rain overalls and imprint charge of logos on rain gear	200	2365 · Safety equipment and supplies	838.49
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	Facilities Mapping Services - miscellaneous projects in January and February 2023	100	4188 · Facilities mapping services	2,850.00
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - Glenwood Pump Station reset and tested after high voltage alarm	200	2359 · Maint- pump sta's & force mains	1,153.00
CAL-STEAM CO INC	Pump Stations - couplings for MMWD service line at Pt. San Pedro Pump Station	200	2359 · Maint- pump sta's & force mains	46.79
CENTRAL MARIN SANITATION AGENCY	CMSA Connection Fees - 3 unique addresses	200	221000 · Connection fees payable cmsa	21,905.95
CENTRAL MARIN SANITATION AGENCY	CMSA Connection Fees - 6 unique addresses	200	221000 · Connection fees payable cmsa	22,854.18
CENTRAL MARIN SANITATION AGENCY	FOG Program - FOG Control Program management from 10/01/22-12/31/22	100	4300 · FOG Program	3,949.64
CITY OF SAN RAFAEL	Third Street (Fourth Street to Mary) - reimbursement for project #11315-02 progress pymts #10-12	300	4340 · Third St (Hayes to Ritter) (80)	476,302.30
CWEA-TCP	Membership and Dues - CWEA membership renewal, Hector Rodriguez	100	2388 · Training and education	202.00
DURACABLE MANUFACTURING	Collection System - blades for small machine for hand rodding	200	2360 · O&M - collection systems	2,344.62
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspections of chemical tanks at pump stations from 2/01/23-2/28/23	200	2106 · Odor control chemicals	1,899.86
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 2/19/23	100	2325 · Consulting services	1,495.88
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 2/26/23	100	2325 · Consulting services	897.53
EXPRESS SERVICES INC.	Consulting Services - temporary administrative assistant for the week ending on 3/05/23	100	2325 · Consulting services	1,495.88
GENE FORD COMPANY, INC.	Pump Stations - air release valve for Force Mains	200	2359 · Maint- pump sta's & force mains	9,001.97
HARDIMAN CONSTRUCTION, INC	Collection System - sanitary sewer main repair at Ross Valley Drive and 4th Street	200	2360 · O&M - collection systems	46,500.00
JACKSON'S HARDWARE	Pump Stations - rain boots for new employees	200	2359 · Maint- pump sta's & force mains	72.08
KIMLEY-HORN AND ASSOCIATES, INC.	2021 Sewer Pipe Repair and Replacement Project - 2021 sewer repairs predesign study through 2/28/23	300	4349 · 2021 Sewr Pipe Repair/Repl (80)	1,210.00
KIMLEY-HORN AND ASSOCIATES, INC.	Third Street (Fourth Street to Mary) - design and construction related services through 2/28/23	300	4340 · Third St (Hayes to Ritter) (80)	1,100.00
MAHER ACCOUNTANCY	Accounting Services - March 2023	100	2717 · Accounting services	3,600.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Road from 12/16/22-2/15/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Drive from 12/10/22-2/09/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Boulevard from 12/15/22-02/14/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - Andersen Drive from 12/10/22-2/09/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - Castro Avenue from 12/14/22-2/13/23	200	2536 · Water utility costs	194.87
MARIN MUNICIPAL WATER DIS	Water - Catalina Boulevard from 12/14/22-2/13/23	200	2536 · Water utility costs	91.25
MARIN MUNICIPAL WATER DIS	Water - E Francisco Boulevard from 12/14/22-2/13/23	200	2536 · Water utility costs	86.63
	Water - E Francisco Boulevard from 12/15/22-2/13/23		•	86.63
MARIN MUNICIPAL WATER DIS  MARIN MUNICIPAL WATER DIS	Water - E Francisco Boulevard from 12/15/22-2/14/23  Water - Montecito Road from 12/15/22-2/14/23	200	2536 · Water utility costs 2536 · Water utility costs	160.55
	Water - North San Pedro Road from 12/16/22-2/15/23		*	
MARIN MUNICIPAL WATER DIS	VVALCE - INDITE SAIL FEULU RUAU HUHL 12/10/22-2/13/23	200	2536 · Water utility costs	86.63

SAN RAFAEL SANITATION DISTRICT

MARIN MUNICIPAL WATER DIS	Water - Peacock Drive from 12/16/22-2/15/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - Point San Pedro Road from 12/15/22-2/14/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - Riviera Drive Lt28 Sewer Pump from 12/16/22-2/15/23	200	2536 · Water utility costs	86.63
MARIN MUNICIPAL WATER DIS	Water - Simms Street from 12/10/22-2/09/23	200	2536 · Water utility costs	86.66
MARIN MUNICIPAL WATER DIS	Water - Woodland Avenue from 12/10/22-02/09/23	200	2536 · Water utility costs	86.63
MUNICIPAL RESOURCE GROUP, LLC	Consulting Services - workplan implementation services through 1/31/22	100	2325 · Consulting services	5,062.50
MUSTO ILLUSTRATION	Office Supplies - updating SRSD logo	100	2133 · Office & shop supplies	1,012.05
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 2/01/23-2/28/23	300	4338 · Rehab of Beach Swr Bayside (80)	19,280.50
NUTE ENGINEERING INC	Consulting Services - engineering services for Kerner C PLC upgrade from 2/01/23-2/28/23	100	2325 · Consulting services	676.50
NUTE ENGINEERING INC	North Francisco and West Railroad Pump Stations - engineering related services from 2/01/23-2/28/23	300	4155 · N. Francisco/WRR Pump St (10)	331.00
PERIN - BATTERIES PLUS	Office Supplies - UPS battery for Kathryn's computer	100	2133 · Office & shop supplies	44.96
PERIN - BATTERIES PLUS	Shop Supplies - batteries	200	2133 · Office & shop supplies	18.22
PG&E a/c 2480926202-5	Power - electric service for pump stations from 2/08/23-3/09/23	200	2535 · Electric utility costs	33,668.70
PONCE, MARIO	Miscellaneous Expenses - class Bp license placement	100	2389 · Miscellaneous expenses	250.00
RAUCH COMMUNICATIONS CONSULTANTS INC	Bayside Acres Beach Sewer Improvements Project - prep. for meetings and fact sheet through 1/31/23	300	4338 · Rehab of Beach Swr Bayside (80)	1,293.75
RAUCH COMMUNICATIONS CONSULTANTS INC	Bayside Acres Beach Sewer Improvements Project - public relation related services for Nov. and Dec. 2022	300	4338 · Rehab of Beach Swr Bayside (80)	1,631.25
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design and construction related services through 1/31/23	300	4342 · 2020-21 Sewer Improvement (80)	1,470.00
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design and construction related services through 2/28/23	300	4342 · 2020-21 Sewer Improvement (80)	4,917.50
STAPLES INC	Office Supplies - file folders	100	2133 · Office & shop supplies	38.23
THRYV	Subscriptions - Yellow Pages subscription from 2/01/23-7/31/24	100	2131 · Memberships and subscriptions	2,039.17
UNITED TEXTILE	Shop Supplies - t-shirt rags	200	2133 · Office & shop supplies	204.04
US BANK CORPORATE PAYMENT	Collection System - batteries and charger	200	2360 · O&M - collection systems	98.10
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - special board meeting on 2/03/23	100	2389 · Miscellaneous expenses	110.15
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - supplies for staff meeting	100	2389 · Miscellaneous expenses	164.08
US BANK CORPORATE PAYMENT	Office Supplies - ID badges	100	2133 · Office & shop supplies	62.24
US BANK CORPORATE PAYMENT	Pump Station - silicone for top of cabinet at Glenwood Pump Station	200	2359 · Maint- pump sta's & force mains	34.83
VERIZON WIRELESS(242395655)	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations from 1/18/23-2/17/23	100	2534 · Telephone service	137.52
VERIZON WIRELESS(242395655)	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations from 2/18/23-3/17/23	100	2534 · Telephone service	137.56
VERIZON WIRELESS(372347623)	Telephone Service - wireless service for laptops from 1/21/23-2/20/23	100	2534 · Telephone service	426.11
W. R. FORDE ASSOCIATES (INC)	Bayside Acres Beach Sewer Improvements Project - progress payment #4	300	4338 · Rehab of Beach Swr Bayside (80)	233,947.95
WATER COMPONENTS & BLDG SUPPLY	Collection System - couplings for 230 Coleman sewer repair	200	2360 · O&M - collection systems	75.27
WATER COMPONENTS & BLDG SUPPLY	Collection System - fast setting concrete for Miramar sewer repair	200	2360 · O&M - collection systems	165.24
WATER COMPONENTS & BLDG SUPPLY	Collection System - parts of rod hole at 41 Manzanita	200	2360 · O&M - collection systems	280.88
WATER COMPONENTS & BLDG SUPPLY	Collection System - test plug for sewer repair at 230 Coleman	200	2360 · O&M - collection systems	30.40
WECO INDUSTRIES LLC	Collection System - rodder parts	200	2360 · O&M - collection systems	1,173.42
WECO INDUSTRIES LLC	Collection System - rodder parts	200	2360 · O&M - collection systems	5,179.41
WECO INDUSTRIES LLC	Collection System - tools and parts	200	2360 · O&M - collection systems	6,009.36
				\$ 926,357.38



#### **RESOLUTION NO. 23-1265**



# THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT

**PRESENTS THIS** 

#### RESOLUTION OF APPRECIATION

TO

#### CYNTHIA L. HERNANDEZ

**WHEREAS** Cindy served as the District Clerk and Senior Administrative Assistant of the San Rafael Sanitation District from January 1993 to February 2023; and

**WHEREAS** Cindy assisted in transitioning the District into the digital world by automating the annual sewer user fee process, posting documents on the District webpage, establishing an electronic filing system and introducing electronic recording and signatures; and

**WHEREAS** Cindy has supervised three District Managers keeping them in line and on schedule, and reviewing their documents to ensure they are grammatically correct and in business writing format; and

WHEREAS Cindy has been the rock, the historian, and the go-to person for the District for three decades; and

**WHEREAS** Cindy has provided excellent customer service with her warm, friendly, and kind demeanor, always with the patience to listen and explain thoroughly; and

**WHEREAS** Cindy is a much cared for member of the San Rafael Sanitation District and will be greatly missed by the Board and staff.

**NOW, THEREFORE, BE IT RESOLVED,** that the San Rafael Sanitation District Board of Directors and staff hereby extend their sincere gratitude and appreciation to Cynthia L. Hernandez for her dedication, commitment, detail orientation, and contributions to the District and wish her every good fortune in her retirement.

**PASSED AND ADOPTED** this 21st day of April 2023, at a regular meeting of the Board of Directors.

CHAIR OF THE	BOARD
SECRETARY/DIR	ECTOR



DIRECTOR

# SAN RAFAEL SANITATION DISTRICT Agenda Item 6.b.

**DATE:** April 21, 2023

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

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

**SUBJECT:** Discussion on Capital Improvement Plan

#### **SUMMARY**:

For discussion purposes, the attached table illustrates a conceptual plan of the District's Capital Improvement Plan for the next 8 years. The first item shows the District's goal of replacing 1.6 miles per year, which is approximately \$5,110,000. The next several items describe other projects, such as replacing an additional 0.9 miles (totaling 2.5 miles per year) and televising the District's gravity pipe over the next eight years; and other miscellaneous projects.

Attachment: 80-Year Capital Improvement Program – Draft Plan

0-YEAR CAPITAL IMPROVEMENT PROGRAM - DRAFT PLAN								
				YEA	R			
PROJECT	1	2	3	4	5	6	7	8
Pipe Repl, 1.6miles MIN	\$5,110,000	\$5,110,000	\$5,110,000	\$5,110,000	\$5,110,000	\$5,110,000	\$5,110,000	\$5,110,000
Additional								
Pipe Repl, 0.9 miles	\$2,874,960	\$2,874,960	\$2,874,960	\$2,874,960	\$2,874,960	\$2,874,960	\$2,874,960	\$2,874,960
CCTV (over 8 years)	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000
Miscel Proj	\$2,000,000	\$2,000,000	\$1,000,000					
Subtotal	\$5,249,960	\$5,249,960	\$4,249,960	\$3,249,960	\$3,249,960	\$3,249,960	\$3,249,960	\$3,249,960
Total	\$10,359,960	\$10,359,960	\$9,359,960	\$8,359,960	\$8,359,960	\$8,359,960	\$8,359,960	\$8,359,960

## SAN RAFAEL SANITATION DISTRICT Agenda Item 6.c.

**DATE:** April 21, 2023

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

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

**SUBJECT:** Discussion on District Financial Reserve Policy

#### **SUMMARY**:

The Board has requested at a future meeting to discuss the District's Financial Policy, which includes gathering Financial Policies from other comparable agencies. Below is a summary of the District's Reserves as of June 30, 2022.

#### Fund Balance as of June 30, 2022

Working Capital	\$7,154,000
80-Year (Subsurface)	\$22,458,738
10-Year (Pump Stations & Force Mains)	\$8,359,866
Vehicle and Equipment	\$1,956,500
Pension & Other Post-Retirement Benefit	\$5,000,000
Emergencies	\$1,000,000
Total Reserves	\$45,929,104
Unreserved	\$1,448,271
Total Fund Balance	\$47,377,375

Staff was able to gather information from Ross Valley Sanitary District, Castro Valley Sanitary District, Stege Sanitary District, and Cupertino Sanitary District. See attached summary of our findings.

Attachment: Survey of Reserve Policies from Comparable Districts

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NS = Not Stated in Policy Document

Required
Contributions from

	Contributions from unrestricted resources	Min.	Max	Source	Disposition of excess funds	Notes
Operating / Working Capital Reserve (To provide for expenditures between semi- annual revenue collections via tax rolls.)						
SRSD (current)	NS	50% of Oper. Exp.	NS	NS	NS	Reset each 2-year budget cycle
SKSD (current)						
Ross Valley Sanitary District	NS	50% of Oper. Exp.	NS	NS	NS	
Castro Valley Sanitary District	NS	83.3% of Oper. Exp.	NS	NS	NS	
	NS	60% of Oper. & Main.				
Stege Sanitary District		Exp.				
Cupertino Sanitary District	NS	33% of Oper. Exp.	33%	Service charges & interest income	Capital replacement reserve	
Capital Replacement Reserve (To provide smoothed annual funding for capital expenditures that vary from year to year due to variable project size, weather and other factors that affect timing.)						
SRSD (current)	CapEx Cost to provide 1.6 miles of subsurface pipelines	50% of planned CapEx for subsequent year	k NS	Developer fees and other general	NS	Target to provide that funding (including annual contributions will be available for CapEx for 5 years
Ross Valley Sanitary District	NS	50% Avg CapEx (Target)	NS	NS	NS	
Castro Valley Sanitary District	NS	NS	NS	Developer fees	NS	
	NS	100% of avg. annual	NS	NS	NS	
Stege Sanitary District		СарЕх.				
Cupertino Sanitary District	NS	NS	10-yrs CapEx	Developer fees, services charges, & interest	NS	

NS = Not Stated in Policy Door

NS = Not Stated in Policy Document						
•	Required					
	Contributions from					
	unrestricted resources	Min.	Max	Source	Disposition of excess funds	Notes
Vehicle & Equipment Replacement Reserve (To provide smoothed annual funding for the acquisition of new and replacement vehicles and equipment.) SRSD (current)	Annual contributions maintain a reserve equal to equipment additional and replacement for the following ten years.			NS Unrestricted general reserves implied)	NS	
Ross Valley Sanitary District	NS	NS	NS	NS	NS	
Castro Valley Sanitary District	NS	NS	NS	NS	NS	
Cupertino Sanitary District	NS	NS	NS	NS	NS	
Emergency Reserve (To provide for expenditures required due to natural and man-made disasters.)						
SRSD (current)	NS	\$1 million	NS	NS	NS	Reset each 2-year budget cycle
Ross Valley Sanitary District		Greater of \$2 million or 10% of budgeted annual operating expenses	NS	NS	NS	
Castro Valley Sanitary District						
Cupertino Sanitary District	NS	\$250,000	\$250,000	NS	NS	

#### LEGEND

NS = Not Stated in Policy Document						
	Required					
	Contributions from					
	unrestricted resources	Min.	Max	Source	Disposition of excess funds	Notes
Post-Retirement Benefits Reserve						
(To provide for the estimated current value						
of obligations for prior services by						
employees.)						
SRSD (current)		\$5 million	NS	NS	NS	Reset each 2-year budget cycle
cheb (carrent)		<b>45</b>				Hessel each 2 year sauget eyere
	NS	NS	NS	NS	NS	
Ross Valley Sanitary District						
	NS	NS	NS	NS	NS	
Castro Valley Sanitary District						
Cupertino Sanitary District	NS	NS	NS	NS	NS	
Capital Improvement Reserve						
(To account for money received that is						
legally restricted to capital expenditures)						
coco (	***		***	***	***	
SRSD (current)	NS	NS	NS	NS	NS	SRSD designates such funds as the first money used for
						qualified capital expenditures
						and balances have been fully
						used in the year of receipt
Ross Valley Sanitary District	NS	NS	NS	NS	NS	
Castro Valley Sanitary District	NS	NS	NS	Restricted sources	NS	
Cupertino Sanitary District	NS	NS	NS	Change of use fees,	NS	

frontage or area fees

LEGEND	
NS = Not Stated in Policy Document	

Required Contributions from

unrestricted resources Min. Max Source Disposition of excess funds Notes

	2	N	D

NS = Not Stated in Policy Document

Required Contributions from

unrestricted resources Min. Max Source Disposition of excess funds Notes

Other reserve categories

#### Operating repair and replacement

(To fund large repairs and replacement that are not consider capital expenditures. For instance, \$10k to 125k)

#### **Rate Stabilization**

(To provide for future periods in circumstances where service fee rates are not adequate to provide for expenses.)

#### **Debt service reserves**

(To provide security to lenders to service outstanding debt..)

#### **Administration Facilities Reserve**

Castro Valley and Stege Sanitary Districts provide for replacement of administrative facilities.

# SAN RAFAEL SANITATION DISTRICT Agenda Item 6.d.

**DATE:** April 21, 2023

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

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

**SUBJECT:** Approve the Administrative Assistant Position

#### **SUMMARY**:

At the October 24, 2022, Board Meeting, the Board approved the reclassification of the Senior Administrative Assistant to the Administrative Analyst position, since the Administrative Assistant position has evolved into a more technical and professional position with higher level duties, including the Clerk to the Board, budgeting, contracting, and fee calculations.

At present, the District has a temporary Administrative Assistant to perform daily administrative work. Having two administrative personnel on staff for the past nine months has proved to be helpful and productive. This would also ensure phone and over-the-counter coverage for the public and sewer spill calls during office hours, if one of the Administrative personnel is out of the office. In addition, the MRG (Municipal Resource Group) Organization Review and Analysis Report had recommended creating an additional Administrative Assistant position as a backup.

The Administrative Assistant classification has a series of three positions, Administrative Assistant I, Administrative Assistant II, and Senior Administrative Assistant.

The District Manager had planned to bring this matter to the Board next month, and if approved, the District would post the job announcement in June. However, the City of San Rafael has asked that the District approves the new position earlier, for this position to be included in the City's budget for next fiscal year, FY 2023-24.

#### **FISCAL IMPACT:**

For Fiscal Year 2023-24, the Administrative Assistant I salary ranges from \$4,832/month (Step A) to \$5,873/month (Step E). The District would budget approximately \$140,000 for FY 2023-24 for the Administrative Assistant position.

#### **ACTION REQUIRED:**

The District Manager recommends that the Board approve the Administrative Assistant position.

Attachment: Job Description for the Administrative Assistant

## City of San Rafael Job Class Specification

# Job Title: Administrative Assistant I Administrative Assistant II

#### SUMMARY

Under general supervision, to provide responsible, varied, secretarial and office administrative assistance to a divisional operation.

#### **DISTINGUISHING CHARACTERISTICS:**

Administrative Assistant I - This is the entry level class in the Administrative Assistant series. This class is distinguished from the journey level by the performance of the more routine tasks and duties assigned to positions within this series. Employees at this level are not expected to perform with the same independence of direction and judgment on matters allocated to the journey level. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Employees work under immediate supervision while learning job tasks.

**Administrative Assistant II** - This is the full journey level class within the Administrative Assistant series. This class is distinguished from the Administrative Assistant I by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies within the work unit. Positions in this class are flexibly staffed and are normally filled by advancement from the entry level.

Some positions in this class may be designated "confidential" in nature based on routinely handling confidential documents and issues. Positions designated as confidential are included in the confidential bargaining unit, and are excluded from the bargaining unit which includes positions allocated to the regular class.

# **ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Set up and maintain financial, statistical, and operational records, including reviewing departmental payroll submittals and various time sheets.
- Administer and maintain complex procedures, including issuing permits, submitting required information/forms for inter-governmental reimbursements and/or grant monies; and as related to assigned program areas.
- Prepare, distribute, and post agendas and minutes for a variety of meetings; provide additional administrative support which may include the transcription of recorded or written information.
- Create, edit and update departmental information on internet and intranet.
- Carry out routine required procedures related to departmental hiring.
- Prepare required statistical reports for various departmental programs.
- Provide information relating to responsibilities assigned in person or by telephone.
- Refer more complex requests, technical inquiries or serious complaints to appropriate staff members.
- Maintain inventory and office supplies; prepare purchase orders.
- Research and compile information as requested.
- Provide technical and functional supervision as appropriate to clerical personnel; recommend organizational procedural changes affecting clerical activities.
- Screen calls, visitors, and mail and take action appropriate to request/situation.
- Independently respond to letters and general correspondence of a routine nature.
- Make travel arrangements, maintain appointment schedules and calendars, arrange meetings and conferences, and schedule facilities reservations as necessary.

- Operate a variety of office equipment and use a variety of software programs including word processing, spreadsheet, and visual presentation equipment as appropriate.
- Type, edit and format a variety of materials including staff reports, agendas, general correspondence and memoranda; review finished materials for completeness, accuracy, format, compliance with policies and procedures, and appropriate English usage.
- Follow-up on projects, transmits information and keeps informed of department activities,
- Initiate and maintain a variety of files and records.
- Oversee and coordinate preparation, compilation, reproduction and distribution of various documents and reports.
- Assist in gathering data, preparing and monitoring the annual budget.
- Perform a variety of tasks related to office administration specific to the department in which assigned.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform related duties as assigned.

#### **ADMINISTRATIVE ASSISTANT I**

#### **KNOWLEDGE OF:**

- English usage, spelling, grammar, and punctuation.
- Modern office methods, procedures, and computer equipment and various software applications.
- Business letter writing and arithmetic.

#### **ABILITY TO:**

- Learn to perform a wide variety of responsible secretarial and clerical work.
- On a continuous basis, sit at desk and/or stand at counter for long periods of time. Intermittently twist and reach office equipment; write and use keyboard to communicate through written means; run errands; lift or carry weight of 10 pounds or less.
- Intermittently, review documents related to department operations; observe, identify and problem solve office operations and procedures; understand, interpret and explain department policies and procedures; explain operations and problem solve office issues for the public and with staff.
- Meet the public tactfully and courteously and answer questions in person and over the telephone.
- Learn and apply policies, rules, and regulations.
- Maintain confidential data and information.
- Compose general correspondence and letters.
- Operate and use modern office equipment including computer equipment and software as assigned.
- Learn to analyze situations carefully and adopt effective courses of action.
- Type at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### **EDUCATION and/or EXPERIENCE:**

A typical way of gaining the knowledge, skill and ability outlined above is:

Equivalent to completion of the twelfth grade and two years of responsible clerical experience.

#### **OTHER REQUIREMENTS:**

Valid California driver's license preferred.

#### ADMINISTRATIVE ASSISTANT II

In addition to the qualifications for the Administrative Assistant I:

#### **KNOWLEDGE OF:**

- Organization, procedures, and operating details of the city division to which assigned.
- Filing and record keeping practices.

#### **ABILITY TO:**

- Perform a wide variety of difficult and responsible secretarial and clerical work with limited supervision.
- Compile and maintain complex records and files.
- Independently apply policies, rules, and regulations.
- Understand the organization and operation of the city and of outside agencies as necessary to assume assigned responsibilities.
- Work independently in the absence of supervision and work under pressure to meet deadlines.
- Analyze situations carefully and adopt effective courses of action.
- Prepare statistical, financial and operational reports.

#### **EDUCATION and/or EXPERIENCE:**

A typical way of gaining the knowledge, skill and ability outlined above is:

Equivalent to completion of the twelfth grade and two years of responsible secretarial or office administrative experience similar to an Administrative Assistant I with the City of San Rafael.

FLSA Status: Non-exempt
Prepared By: Bryce Consulting
Prepared Date: January 2001
Revised Date June 2015

May 2017

Approved By: City of San Rafael

#### EXHIBIT A



causeywc@comcast.net March 25, 2023

Submitted Electronically

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

Subject: Spill Emergency Response Plan Preparation

**WDR** Compliance Support

Dear Ms. Toy:

Causey Consulting is pleased to submit the attached proposal to update the District Overflow Emergency Response Plan (OERP) to the new required Spill Emergency Response Plan (SERP). We will revise the current OERP SSMP Element 6 and associated SSMP Appendices to two documents – SERP Narratives and Spill Backup Response Workbooks to replace the current documents. We will incorporate the new sampling requirements into the SERP documents. All changes made will comply with our understanding of the reissued Waste Discharge Requirements (WDR) for Sanitary Sewer Systems to be effective on June 5, 2023. Finally, we have included time to provide recommendations on the modification of Element 6 and associated appendices to comply with the new SERP requirements and have included a number of hours to be available to answer District questions regarding compliance as the changes are implemented. We estimate that the project costs should not exceed \$11,725 and will complete the changes no later than May1, 2023.

Causey Consulting brings fifty-two years of municipal and special district experience in water and sewer operations and regulatory compliance. Thirty-five years of the experience was directly for Cities and special districts from engineering to General Manager/District Engineer. Over the past seventeen years as Causey Consulting, we have specialized our experience in sanitary sewer collection system regulatory compliance and litigation support. We have assisted almost one hundred and fifty (150) California enrolled agencies with WDR compliance including management and staffing evaluations, SSMP preparation, revision and internal audits and consent decree facilitation and litigation expert witnessing. We bring both a management and elected official perspective to efforts to comply with the sanitary sewer regulations. We also chaired a unique team of enrolled agencies and Executive Officers of Professional Associations representing enrolled agencies that spent four years negotiating with the State water Baird staff the changes to the WDR resulting in the December 6, 2022 adoption.

San Rafael Sanitation District Spill Emergency Response Plan Preparation WDR Compliance Support March 25, 2023

We appreciate the opportunity to provide the attached proposal to support the District in its immediate compliance efforts. We are prepared to immediately move forward with the services upon receipt of a notice to proceed. Please let us know if you have any questions or require additional information to fully be able to consider the project proposal. We look forward to your positive response to the attached. We can be reached at 925-323-6520 or by email at <a href="mailto:causeywc@comcast.net">causeywc@comcast.net</a>...

Very truly yours,

Paul H. Causey, P.E.

**Causey Consulting** 

San Rafael Sanitation District Spill Emergency Response Plan Preparation WDR Compliance Support March 25, 2023

#### Spill Emergency Response Plan Preparation WDR Compliance Support Project Assumptions

- 1. All time will be charged on a time and materials basis.
- 2. All draft and final documents will be submitted electronically.
- 3. District comments to be completed withing five business days of draft submittals.
- 4. Comments and requested changes to be provided in a single redline to Consultant.
- 5. District to be responsible to revise SSMP Element 6 and associated appendices.
- 6. Consultant to provide a single .pdf of the approved SERP documents. Additional copies of each pf the documents can be provided at \$75 plus tax and shipping per document.
- 7. All SERP related documents and training to be completed prior to June 3, 2023.

San Rafael Sanitation District Spill Emergency Response Plan Preparation WDR Compliance Support March 25, 2023

# San Rafael Sanitation District Spill Emergency Response Plan Assistance WDR Compliance Support Causey Consulting March 25, 2023

#### **Cost Proposal**

repare SERP  Review current OERP Narrative and 2 Workbooks  Conduct 2-hr virtual update interview  Preparae SERP Narratives draft  Prepare Spill Response Workbook  Submit SERP drafts to District for review/comment.  Conduct Zoom comment meeting - SERP drafts	2 2 4 8	470 470 940 1880	0 0 5 5	0 0 375	0	
Conduct 2-hr virtual update interview Preparae SERP Narratives draft Prepare Spill Response Workbook Submit SERP drafts to District for review/comment. Conduct Zoom comment meeting - SERP drafts	2 4	470 940	0 5	0	0	
Preparae SERP Narratives draft Prepare Spill Response Workbook Submit SERP drafts to District for review/comment. Conduct Zoom comment meeting - SERP drafts	4	940	5	0	0	
Prepare Spill Response Workbook Submit SERP drafts to District for review/comment. Conduct Zoom comment meeting - SERP drafts				375		
Submit SERP drafts to District for review/comment.  Conduct Zoom comment meeting - SERP drafts	8	1880	5		0	
Conduct Zoom comment meeting - SERP drafts	1		5	375	0	
-		235	0	0	0	
	2	470	0	0	0	
Update SERP documents from comments	4	940	2	150	0	
Submit Final .pdf SERP documents (2 each)	2	470	0	0	250	
ask Totals	25	\$ 5,875	12	\$ 900	\$ 250	\$ 7,025
VDR Compliance Support Services						
Recommendations on SSMP immediate revisions	4	940	0	0		
Availability for Phone Conultations regarding WDR	10	2350	0	0		
ask Totals	14	\$ 3,290	0	\$ -	\$ -	\$ 3,290
roject Management						
Project Management and Administration	2	470	0	0	0	
Monthly invoicing (3 each)	4	940	0	0	0	
ask Totals	6	\$ 1,410	0	\$ -		\$ 1,410
roject Total	45	\$ 10,575	12	\$ 900	\$ 250	\$ 11,725
a	DR Compliance Support Services Recommendations on SSMP immediate revisions Availability for Phone Conultations regarding WDR sk Totals  oject Management Project Management and Administration Monthly invoicing (3 each) sk Totals	DR Compliance Support Services Recommendations on SSMP immediate revisions 4 Availability for Phone Conultations regarding WDR 10 sk Totals 14  oject Management Project Management and Administration 2 Monthly invoicing (3 each) 4 sk Totals 6	Signature   25   \$ 5,875	DR Compliance Support Services   Recommendations on SSMP immediate revisions   4   940   0     Availability for Phone Conultations regarding WDR   10   2350   0     Isk Totals   14   \$ 3,290   0     Oject Management   Project Management and Administration   2   470   0     Monthly invoicing (3 each)   4   940   0     Isk Totals   6   \$ 1,410   0	DR Compliance Support Services   Recommendations on SSMP immediate revisions   4   940   0   0   0	Second   S

Confidential 3/24/23 Page 1

# PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING RELATED SERVICES FOR THE WASTE DISCHARGE REQUIREMENT COMPLIANCE SUPPORT

This Agreement is made and entered into this 5<sup>th</sup> day of April 2023 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *CAUSEY CONSULTING* (hereinafter "CONSULTANT").

#### RECITALS

WHEREAS, the DISTRICT has selected *CAUSEY CONSULTING* to perform the required design related services for the "Waste Discharge Requirement Compliance Support" (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:

#### 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 and is hereby designated as the PROJECT MANAGER for the DISTRICT and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. *PAUL CAUSEY* 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.

#### 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 March 25, 2023, 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 \$11,725.00.

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. If any performance of services under this Agreement requires use of an automobile, CONSULTANT must maintain 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:

- 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;
- 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:

Doris Toy (Project Manager) San Rafael Sanitation District

111 Morphew Street San Rafael, CA 94901

TO CONSULTANT:

Paul Causey (Project Director)

Causey Consulting 733 Cree Court

Walnut Creek, CA 94598

#### 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 526-76-8548, 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

CAUSEY CONSULTING

CAUSEY CONSULTING

CAUSEY CONSULTING

By: Paul H. Causey

Title: Owner

Kerry Laiw Gerchow Deputy County Counsel

# SAN RAFAEL SANITATION DISTRICT Recommendations / Proposed Work Plan

Update: April 21, 2023

Recommendation (MRG)	Priority (MRG)	Status (SRSD)	Comments (SRSD)
A. STAFFING			
A.1 - Consider Reclassifying the Associate Engineer position as a Project Manager	Next Year	N/A	Assoc Eng position is
classification for future recruitments and have it oversee the District's GIS system.			filled.
A.2 - Consider creating a part-time Administrative Assistant position.	Immediate	Complete?	Board consider 4/21/23
			Mtg
B. TECHNICAL AND EQUIPMENT ENHANCEMENTS			
B.1 - Identify and implement a CMMS to schedule and track work and eliminate the	Mid Term	Complete	
duplicative paperwork scheduling and tracking systems.			
B.2 - Identify and implement project management software and/or develop	Near Term	Postpone	Not needed at this time
procedures and processes related to project management.			
B.3 - Update the District's website and establish a schedule for reviewing and	Near Term	In Progress	
updating the website.			
C. ORGANIZATIONAL EFFECTIVENESS			
C.1 - Evaluate the District's/City's contract with CALCAD to ensure that all needed	Immediate	Complete	
GIS-related services are provided and that all necessary or desired system features			
are functional.			
C.2 - Update the District's Strategic Plan.	Next Year	In Progress	
C.3 - Develop a Succession Plan and Employee Development Program.	Next Year	Postpone	Revisit end of 2023
C.4 - Institute regular District-wide staff meetings and increase staff interaction to	Immediate	Complete	Establish quarterly
increase communication and transparency and provide an open forum for staff to			mtgs
ask questions and offer input.			
C.5 - Increase the District's transparency and communication by providing more	Mid Term	Not needed	Staff determine not
written information with Board agenda items, especially the District's budget and			necessary since
Capital Improvement Program.			quarterly mtgs
C.6 - Establish performance or workload measures for the District.	Next Year	Complete	

Recommendation (MRG)	Priority (MRG)	Status (SRSD)	Comments (SRSD)
C.7 - Identify key functions District-wide and cross-train staff and/or develop written	Near Term	In Progress	
procedures to ensure that there is back-up staff or a step-by-step guide for each key			
function.			
C.8 - Cross-train the new Junior Engineer position on critical duties performed by the	Immediate	Complete	
Inspector.			
C.9 - Ensure performance evaluations are completed consistently and in a timely manner.	Immediate	In Progress	
C.10 - Identify and offer various training opportunities to staff on topics such as	Mid Term	In Progress	
leadership, customer service, and management/supervision.			
C.11 - Promote CWEA and other industry-related training and networking	Near Term	In Progress	Include in Comp Study
opportunities and encourage staff to participate and be more active in the industry.			
D. OPERATIONAL EFFECTIVENESS			
D.1 - Assess the O&M Division's field practices to find ways to increase productivity	Mid Term	Complete	
and efficiency to meet the District's goals for cleaning its gravity system.			
D.2 - Ensure that the daily work data being entered into MapServer or any future	Mid Term	Complete	
CMMS system is accurate and reliable by developing procedures and nomenclature,			
increasing staff training, potentially restricting data entry to a limited number of			
staff, and through consistent and effective oversight and quality control by the			
Sewer Maintenance Supervisor.			
D.3 - Consider transitioning from a once-every-three-year gravity line cleaning goal	Next Year	Complete	
to a risk-based, field-condition driven cleaning schedule.			
D.4 - Explore options for addressing root intrusion into the gravity system with a	Mid Term	In Progress	Have not found
more aggressive and proactive root control program.			product that meets
			CMSA's reqmts
D.5 - Clarify which division is responsible for USA tickets near the District's force	Near Term	Complete	
mains.			
D.6 - Develop and institute a more structured cross-training and rotation program	Mid Term	Complete	
for O&M staff to ensure that all field staff are able to operate and maintain all			
District equipment and systems safely and effectively.			
D.7 - Evaluate alternatives to dedicating a full-time maintenance worker to driving a	Immediate	Not started	
water truck during the drought.			

Recommendation (MRG)	Priority (MRG)	Status (SRSD)	Comments (SRSD)
E. LONG-TERM SUSTAINABILITY OF DISTRICT FINANCES AND ASSETS			
E.1 - Survey and visit other agencies with well-developed condition assessment and	Next Year	In Progress	
risk management tools and protocols to develop a more structured collection system			
repair and replacement prioritization methodology.			
E.2 - Accelerate the annual CCTV program to complete inspection of the entire	Next Year	Complete	
gravity system in no more than 10 years from the initial start date.			
E.3 - Review the District Manager's procurement signing authority limit.	Mid Term	Complete	
E.4 - Consider the adoption of a sewer lateral inspection and replacement program.	Mid Term	In Progress	

Immediate (0-3 months) Near Term (3-6 months)

Mid Term (6-12 months)

Next Year (12 months +)