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MANAGEMENT TEAM
General Manager, Mike Prinz
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Rabi Elias
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling services.

BOARD MEETING AGENDA

November 4, 2021

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments' ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health, which was due to end on September 30, 2021 (Exec. Ord. N-08-21). However, the Legislature passed AB 361 which provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's previous Executive Orders. - In light of this – the November 4, 2021 meeting of the LGVSD Board will be held via Zoom electronic meeting. There will be NO physical location of the meeting. Due to the current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged, but not required, to submit comments in writing to the Board Secretary (tlerch@lgsd.org) by 5:00 pm on Wednesday, November 3, 2021. In addition, Persons wishing to address the Board verbally must contact the Board Secretary, by email (tlerch@lgsd.org) and provide their Name; Address; Tel. No.; and the Item they wish to address by the same date and time deadline for submission of written comments, as indicated above. Please keep in mind that any public comments must be limited to 3 minutes due to time constraints. Any written comments will be distributed to the LGVSD Board before the meeting.*

REMOTE CONFERENCING ONLY

Join Zoom Meeting online at: <https://us02web.zoom.us/j/86375344283>

OR

By teleconference at: +16699009128 Meeting ID: 863 7534 4283

MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION ON THE DISTRICT WEBSITE WWW.LGVSD.ORG

NOTE: Final board action may be taken on any matter appearing on agenda

Estimated
Time

OPEN SESSION:

4:00 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

CLOSED SESSION:

4:05 PM

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GENERAL MANAGER: pursuant to Government Code Section 54957.

OPEN SESSION:

5:05 PM

1. PUBLIC COMMENT

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5:10 PM

2. MANAGEMENT AND UNREPRESENTED EMPLOYEE CONTRACT TERMS AND APPROVALS

Board to consider modified contract terms for Management and unrepresented employee.

6:10 PM

3. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

A. Approve the Board Minutes for October 7th and October 11, 2021

B. Approve the Warrant List for November 4, 2021

Possible expenditure of funds: Yes, Item B.

Staff recommendation: Adopt Consent Calendar – Items A and B.

6:15 PM

4. INFORMATION ITEMS:

STAFF/CONSULTANT REPORTS:

1. General Manager Report – Written

2. Departmental Reports – Written

3. Enterprise Resource Management Accounting System Software and Services – Written

4. Secondary Treatment Process Upgrade and Recycled Water Expansion Project Update - Presentation

7:00 PM

5. PUBLIC COMMENT

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- 7:05 PM**
- 6. BOARD MEMBER REPORTS:**
1. CLARK
 - a. NBWA Board Committee, NBWA Conference Committee, 2021 Employee Climate Survey Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
 2. ELIAS
 - a. NBWRA, Ad Hoc Engineering Committee re: STPURWE, 2021 GM Evaluation Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
 3. MURRAY
 - a. Marin LAFCO, CASA Energy Committee, 2021 GM Evaluation Ad Hoc Committee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports
 4. SCHRIEBMAN
 - a. Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force NBWA Tech Advisory Committee, Other Reports
 5. YEZMAN
 - a. Flood Zone 7, CSRMA, Ad Hoc Engineering Committee re: STPURWE Engineering Subcommittee, 2021 Legal Services Ad Hoc Committee, Other Reports

- 7:20 PM**
- 7. BOARD REQUESTS:**
- A. Board Meeting Attendance Requests – Verbal
 - B. Board Agenda Item Requests – Verbal
 - C. Pending Board Agenda Item Requests
 - i. ACTION - Relocation Assistance Act Policy for Real Estate Acquisitions

7:25 PM

8. VARIOUS INDUSTRY ARTICLES

7:30 PM

9. ADJOURNMENT

FUTURE BOARD MEETING DATES: NOVEMBER 8, NOVEMBER 10 AND NOVEMBER 18, 2021

AGENDA APPROVED:	Crystal J. Yezman, Board President	Patrick Richardson, Legal Counsel
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CERTIFICATION: I, Teresa Lerch, District Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before November 1, 2021 at 4:00 p.m., I posted the Agenda for the Board Meeting of said Board to be held November 4, 2021 at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

October 28, 2021


 Teresa L. Lerch
 District Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 472-1734 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

11/4/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

11/4/2021

CLOSED SESSION

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

AGENDA ITEM 1

11/4/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.



Agenda Summary Report

To: Mike Prinz, General Manager *MP*
From: Dale McDonald, Administrative Services Manager *DM*
 (415) 526-1519 dmcDonald@lgsd.org
Meeting Date: November 4, 2021
Re: Management and Unrepresented Employee Contract Modifications
Item Type: Consent _____ Action X Information _____ Other _____
Standard Contract: Yes X No _____ (See attached) Not Applicable _____

STAFF RECOMMENDATION

Board to review and approve the modified employment agreements for management and unrepresented employees; Administrative/Financial Specialist, Administrative Services Manager, Collections/Safety/Maintenance Manager, District Engineer, and Plant Manager and authorize the General Manager to execute the agreements. Board to consider approval of the proposed General Manager modified employment agreement.

BACKGROUND

In September 2020, Koff & Associates conducted a comprehensive total compensation study for the District ("LGVSD"). Goals of the compensation study were to:

- Assist LGVSD in developing a competitive pay and benefit plan based upon market data.
- Ensure that the plan is fiscally responsible and meets the needs of LGVSD with regards to recruitment and retention of qualified staff.

Details of the compensation study were presented to the Board by Koff & Associates during multiple closed sessions in February and March 2021. The Total Compensation Study Report was released on March 16, 2021 and was used as the basis to begin negotiations with Operating Engineers Local 3 (OE3) as part of the bargaining for a new labor agreement between LGVSD and OE3.

On June 17, 2021, the Board amended all manager contracts and one unrepresented employee contract to allow the District to complete negotiations with OE3 and its represented employees before renewing manager and unrepresented contracts that were set to expire on June 30, 2021. The amendments included clauses that any increase in salary, benefits, or terms negotiated will be retroactive to the first pay period that encompasses July 1, 2021.



Equity based salary adjustments and annual general wage increases were discussed along with other benefits during the OE3 negotiation process. Performance evaluations and associated merit increases continued for all employees during the negotiation period and were not tied to the equity adjustment being considered. Negotiations ended when the Board authorized executing a Memorandum of Understanding (MOU) between the District and OE3 on August 19, 2021.

Managers began contract discussions in earnest starting on September 8 with both group and individual follow-up meetings with the Administrative Services Manager and General Manager occurring through September. The Administrative/Financial Specialist also was allowed an opportunity to provide feedback on the contract terms proposed. All parties came to a unified agreement on the terms to be proposed, which are presented below.

Managers have requested modifications to their contracts in the context of the terms agreed to between the District and OE3. These terms will establish competitive salaries and benefits based upon market data, maintain internal alignment between employee and management positions, and position the District to standardize its salary schedule relative to other agencies by removing dual and triple certification steps from the salary schedule.

Proposed Modifications for All Management/Unrepresented Employee Contracts

1. Contract terms to coincide with the negotiated MOU term through June 30, 2023, retroactive to the pay period that encompasses July 1, 2021.
2. Equity Adjustments to be implemented are based on precedent of previous Board action setting salary for represented employees at or above market median, taking into consideration individual management positions as they relate to comparable agencies, as well as adjustments for internal compaction between LGVSD classifications:
 - a. Koff & Associates Compensation Study was used as the basis for developing equity adjustments for Department Manager and Administrative/Financial Specialist agreements. The Total Compensation percent value provided Market Compensation Results Summary from December 2020 is one of multiple factors used in development of the proposed equity adjustments. See *Table 1a*.
 - b. To establish market equity per OE3 and manager proposals, the General Manager's contract is proposed to include an equity adjustment based on a market median survey of comparable agencies calculated by Regional Governmental Services (RGS) using agencies identified in the Koff & Associates study that recently had salary increases, excluding any bonus program features offered by other agencies. See *Table 1b*. for summary of RGS report and *Appendix A* for details.



3. General Wage Increase to mirror the represented staff increases; effective July 1, 2021 an increase of 2.5% will apply (*after equity, certification, and longevity pay scale adjustments*) to all but the General Manager. The 2.5% General Wage Increase is considered included in the proposed equity adjustment for the General Manager. Effective July 1, 2022 an increase of 2.75% will apply to all employees. Historically, the Cost-of-Living Adjustments have followed the CPI-U 12-month April to April adjustment period, which reported a 3.8% increase over last year, but management is proposing matching increase the general wage increase agreed to with OE3 and reflected in the MOU.
4. Increase longevity for management after year 10 from 3% to 5% to partially reestablish separation between represented and management employees. Management had a 3% longevity increase after 10 years while OE3 had none. OE3 now has 2% after 10 years.
5. To offset the cost of (4) it is proposed that the 2% longevity step after year 15 be eliminated. Longevity will remain pensionable and will be shown on the salary schedule.
6. Remove requirement of having to reside within 45 miles of workplace for employees who do not provide Stand-by coverage or respond to collection system or plant emergencies. It is proposed that the Administrative/Finance Specialist, Administrative Services Manager, and District Engineer positions can have this residency response time requirement from their respective contracts removed.
7. Add Veteran’s Day holiday to the list of paid holidays bringing total to 11 days per year.
8. Incidental changes to dental coverage and boot reimbursement to match increases in MOU.

Table 1a. Market Compensation Results Summary Dec 2020

Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below
Administrative/Financial Specialist	3	-7.90%	-5.70%
Administrative Services Manager	3	-22.80%	-17.60%
Collection System/Maintenance/Safety Manager	3	-19.50%	-10.00%
District Engineer	4	-1.50%	-1.00%
Plant Manager	4	-15.80%	-14.90%

The General Manager median salary was recently studied to assist with determining the equity adjustment that should apply to the General Manager contract. Merit adjustment based on performance is not included in this analysis and is not considered in the equity adjustments proposed.



Table 1b. General Manager Market Median Salary – RGS

Agency	Monthly Salary
Las Gallinas Valley Sanitation District	\$21,694
Median of Comparator Agencies	\$23,630
% Above/Below Median	-8.19%
Average of Comparator Agencies	\$23,617
% Above/Below Average	-8.14%

Ending the Multi-Certification Program for Department Manager and Unrepresented Employees

1. Management supports the District’s goal of standardizing its salary scale to better align with nearby comparable agencies by eliminating the Multi-Certification program. This will make future market rate compensation studies more intuitive.
2. The Dual and Triple Certification listed as individual steps in the current salary schedule is currently valued at 10.25% of base salary. In recognition of the benefit being given up, the base salary scale for existing department manager and unrepresented employees is proposed to be increased by 7.69%.
3. The General Manager is excluded from the multi-certification program and ending the program will have no impact on General Manager employment contract.

A draft *Salary Schedule* for management and unrepresented classifications based on the above terms is shown below. The *Salary Schedule* will be considered by Resolution at a future Board meeting if terms and agreements are approved by the Board.

Proposed Salary Schedule Effective July 1, 2021 - Management & Unpresented

Classification Title	Monthly						
	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity after year 6 at 5%	Longevity after year 10 at 5%
Administrative/Financial Specialist	8,126	8,532	8,959	9,407	9,877	10,371	10,890
Administrative Services Manager	14,339	15,056	15,809	16,600	17,429	18,301	19,216
Collection System/Maintenance/Safety Manager	13,990	14,689	15,423	16,195	17,004	17,855	18,747
District Engineer	14,698	15,433	16,204	17,014	17,865	18,758	19,696
Plant Manager	14,339	15,056	15,809	16,600	17,429	18,301	19,216
General Manager	23,630						



Applying the terms described above and taking into consideration modifications approved by the Board for represented employees, *Appendix A* shows the progressive calculation steps used to determine the proposed final monthly salary for management and unrepresented employees including the 2.5% General Wage Increase.

Highest Paid Subordinate and Gap Analysis

Separation between salaries of adjacent classifications in the salary schedule is a fundamental factor to be considered when making salary adjustments. When a market or internal equity adjustment is granted to one class in a series, the other classes in the series should also be adjusted accordingly to maintain separation. Pay philosophy is also considered when a compensation plan is implemented.

An internal analysis looking at the LGVSD General Manager and Department Managers compared to their immediate HPS is shown under *Table 3* using the highest compensation available to the position. It takes into consideration longevity pay and the value of the dual and triple certifications available to represented employees to give an accurate comparison of total salary.

Table 3 –LGVSD Highest Paid Subordinate Gap Study

Manager Position	Top Monthly Salary ⁽¹⁾	Highest Paid Subordinate (HPS)	Top Monthly Salary ⁽¹⁾	Percentage HPS Salary is below Manager
General Manager	\$23,630	District Engineer	\$19,696	-16.65%
Administrative Services Manager ⁽²⁾	\$19,216	District Secretary	\$11,067	-42.41% ⁽²⁾
Collections Systems / Maintenance / Safety Manager	\$18,747	Maintenance Operations Supervisor	\$14,574	-22.26%
District Engineer	\$19,696	Associate Engineer	\$15,267	-22.49%
Plant Manager	\$19,216	Plant Operations Supervisor	\$14,574	-24.15%

(1) *Based on proposed management adjustments and actual represented employee compensation as of July 1, 2021.*

(2) *Percentage below ASM is greater than other management positions because other departments HPS requires advance degrees or specialized certifications.*

Standard practices would normally place a full supervisory class, such as the General Manager and Department Managers, at least 10% to 25% above the Highest Paid Subordinate (HPS). A gap analysis of the General Manager position undertaken by RGS concluded that the LGVSD General Manager is currently under the median when compared to other agencies HPS gap. See *Appendix B*.



Development of an internal alignment chart is a useful tool to examine the differentials between supervisorial and management classifications, the gap between these positions, and the impact of compaction if insufficient adjustments are made. *See Appendix C.*

Additional Contract Modifications Unique to Individual Employees

1. The Emergency Response Stipend for Collection System and Plant Managers is proposed to be \$300 per month to match the stipend benefit received by OE3 represented Stand-by Emergency Response employees.
2. The Administrative/Financial Specialist is requesting one additional week of annual leave in recognition of not being able to have union representation. Management recommends adding one week of annual Administrative Leave to the contract rather than Vacation Leave which can accrue.
3. The General Manager is requesting 2 additional months of severance, bringing the total severance from four to six months.
4. Due to the consolidation of the Administrative/Financial Specialist I and II salary schedule into one salary schedule, it is proposed that the current incumbent's salary be adjusted from Step 5 of the current range to Step 3 of the proposed range.
5. Due to the consolidation of the Administrative Services Manager I and II salary schedule into one salary schedule, it is proposed that the current incumbent's salary be adjusted from Step 5 of the current range to Step 3 of the proposed range.

New Employment Agreements have been drafted based on the above terms and are attached for Board consideration as *Appendixes D through I (excluding supporting referenced Exhibit A which has not changed and Exhibit B which will be updated after terms approved)*. If approved, the General Manager will execute the agreements with the department managers and unrepresented employee. The Board President will execute the General Manager agreement.

The Board can choose to make a motion to:

- a. Approve all employment agreements for management and unrepresented employees, including the General Manager, as presented; or
- b. Defer action to allow the Board to review its position on terms presented. The follow up meeting can be in a closed session if it is limited to meeting with the local agency designated representative (*who must be identified in open session prior to closed*



- c. session) to review terms and provide instruction, with final action on any proposed compensation to be considered in a regular open session; or
- d. Not approve any of the employment agreements as presented and ask that terms outlined be brought back under closed session; or
- e. Take any other action, or no action, as legally allowed by Board policy.

PREVIOUS BOARD ACTION

On June 17, 2021, the Board approved the Extension of Employment Agreements for management and unrepresented employees through December 31, 2021.

On August 19, 2021, the Board approved entering into Memorandum of Understanding (MOU) between the District and OE3 and by Resolution No. 2021-2225 adopted the Pay Schedule for represented employees effective the first pay period that encompassed July 1, 2021.

On October 21, 2021, the Board tabled the agenda item on the management and unrepresented employee contract terms and approvals.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The proposal is fiscally sound, meets the needs of the District with regards to retention of qualified staff via market comparisons, and is generally consistent with the terms agreed to between OE3 and the District. The cost to implement equity adjustments and other changes to management and unrepresented contract agreements is \$96,009 in the 1st year and estimated at \$113,454 in the 2nd year. This represents a 12.86% average increase over prior year payroll expenses, and includes the annual wage increase effective July 1, 2021.

The budget provides for a 12.5% wage increase; the proposed modifications are just over the annual budget by \$4,012. The total budgeted wages for all employees for fiscal year 2021-22 is \$4,518,950.

The table on the following page shows the breakdown in additional costs for fiscal year 2021-22 and fiscal year 2022-23 if agreements are approved as presented.



<u>Total 2-Year Term</u>	<u>1st Year Mgmt</u>	<u>2nd Year</u>
	<u>Addtl' Cost Est.</u>	<u>Mgmt Addtl' Cost Est.</u>
Equity Adj. plus annual wage increases	\$ 141,563	\$ 145,456
Emergency Response Stipend \$300 for Ops	\$ 7,200	\$ 7,200
Increase longevity to 5% after 10 years	\$5,750	\$ 19,416
Eliminate 15 year longevity	(\$4,727)	\$ (4,963)
Dual Triple Cert - elimination	\$ (56,500)	\$ (56,500)
Add Veteran's Day Holiday		\$ -
Administrative Leave for Unrepresented	\$ 2,067	\$ 2,171
Increase dental coverage to \$3,000	\$ 615	\$ 633
Increase boot reimbursement to \$300	\$ 42	\$ 42
	<u>\$ 96,009</u>	<u>\$ 113,454</u>

Appendix:

- A. LGVSD Salary Calculation Steps – Current to Proposed
- B. RGS GM Salary Compensation Study & Gap Analysis Results
- C. Internal Alignment Chart Proposed Modifications
- D. Employment Agreement – General Manager Prinz
- E. Employment Agreement – District Engineer Cortez
- F. Employment Agreement – Plant Manager Liebmann
- G. Employment Agreement – Administrative Services Manager McDonald
- H. Employment Agreement – Collection System / Maintenance / Safety Manager Pease
- I. Employment Agreement – Administrative Financial Specialist Schultz

LGUSD Salary Calculation Steps – Current to Proposed

Position	CURRENT			ADJUSTMENTS						PROPOSED		TOP MONTHLY SALARY (Exclud. Longevity)
	Current Monthly Salary and Multi-Certification Compensation			Market Equity Adjustment on Base Salary		Multi-Cert. Program	Internal Alignment		General Wage Increase	Overall Increase		
	Step 5 (Exclud. Cert & Longevity)	Multi-Cert. Benefit 10.25%	TOTAL (Exclud. Longevity)	%	Increase	End and Convert 7.69% to Salary *	%	Increase or Decrease	July 1 2021 2.5% **	%	Increase	
Administrative Financial Specialist	\$8,465.40	\$867.82	\$9,333.22	5.70%	\$483	-\$229	0%	\$0	\$241	5.83%	\$544	\$9,877
Administrative Services Manager	\$14,429.46	\$1,479.06	\$15,908.52	17.84%	\$2,575	-\$435	-7.14%	-\$1,308	\$425	9.56%	\$1,520	\$17,429
Collections Safety Manager	\$12,431.19	\$1,274.38	\$13,705.57	12.27%	\$1,525	-\$357	10.38%	\$1,560	\$415	24.07%	\$3,298	\$17,004
District Engineer	\$15,729.40	\$1,612.07	\$17,341.47	0.39%	\$61	-\$404	2.50%	\$425	\$436	3.02%	\$524	\$17,865
Plant Manager	\$13,811.90	\$1,415.90	\$15,227.80	14.32%	\$1,978	-\$404	0%	\$0	\$425	14.46%	\$2,201	\$17,429
General Manager **	\$21,694.05	n/a	\$21,694.05	8.92%	\$1,936	n/a	0%	\$0	n/a	8.92%	\$1,936	\$23,630

* Relative to current pay with Dual and Triple Certification Program.

** No 2.5% General Wage Increase for GM as it is considered a part of the current equity adjustment, salary set by contract.

Regional Governmental Services Salary Compensation & Gap Analysis Results

Las Gallinas Valley Sanitation District Base Rate of Pay as of 2021-Oct

Agency	Monthly Salary	Last Increase	Highest Paid Subordinate (HPS)	Top Monthly Salary	Percentage HPS Salary is below GM
Sausalito/Marin City Sanitation District	\$24,455	7/1/2021	Operations Superintendent	\$14,961	-38.82%
Central Marin Sanitation District (JPA)	\$24,375	7/1/2021	Technical Services Manager	\$19,221	-21.14%
West County Wastewater District	\$23,630	6/30/2021	Deputy General Manager	\$21,036	-10.98%
Novato Sanitation District	\$23,086	7/1/2021	Deputy General Manager	\$18,161	-21.33%
Ross Valley Sanitation District	\$22,540	1/1/2021	Finance & Admin Svcs Mgr/Asst GM	\$20,530	-8.92%
Belvedere/Tiburon Sanitation 5	\$16,786	⁴ 1/1/2016	Operations Superintendent	\$12,526	-25.38%
Sewerage Agency of Southern Marin	⁵ NCC		-	-	-

Las Gallinas Valley Sanitation District	\$21,694	7/1/2021	District Engineer	\$18,755	-13.55%
Median of Comparator Agencies ⁴	\$23,630				
% Above/Below Median	-8.19%				
Average of Comparator Agencies ⁴	\$23,617				
% Above/Below Average	-8.14%				

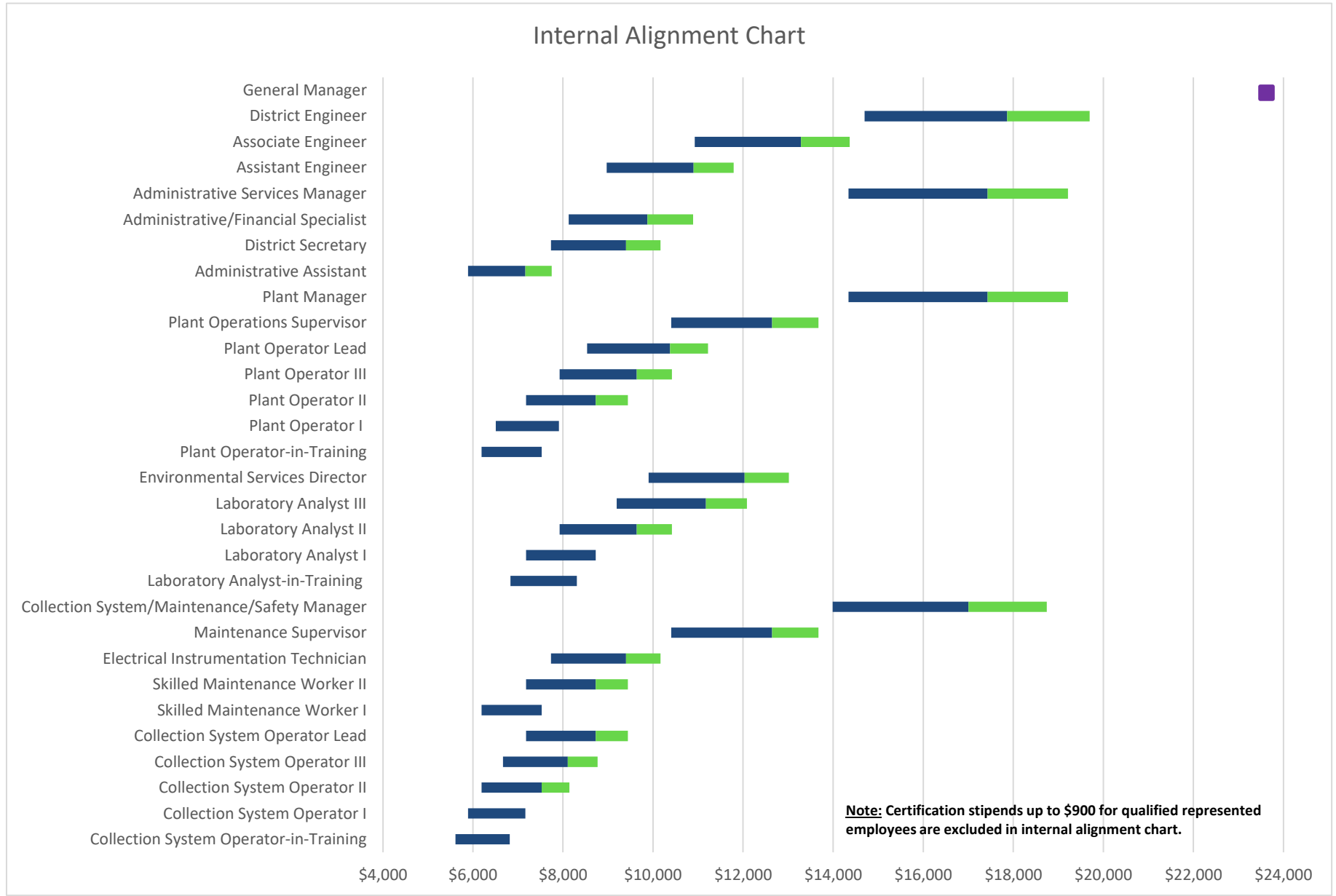
¹CMSA - After each annual evaluation, GM is eligible to receive performance pay of up to 5% of base pay.

²WCWD - The original employment contract allows performance pay at the end of each fiscal year not to exceed 10% of base pay. A contract amendment was approved in 2020 stipulating this pay would only apply to FY 2020. No further amendments have been approved.

³RVSD - GM received performance pay of 5% for the first time since hire (2018).

⁴Belvedere/Tiburon - GM has not received and increase to base pay since 1/1/2016, but has received bonuses each year (the amount determined by the Board each year) - excluded from Median of Comparator Agencies

⁵NCC - No Comparable Class - Class reports to the PW Director. Does not have the same span of control as GM classes



All Except General Manager:

Blue = Steps 1 to 5

Green = Longevity Steps 6 to Maximum

General Manager = Set salary established by contract

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

MIKE PRINZ (General Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and MIKE PRINZ, (“Employee”) both of whom understand as follows:

RECITALS

WHEREAS, Employer desires to employ the services of MIKE PRINZ as General Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Mike Prinz as General Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the General Manager.

B. The General Manager shall be in charge of and responsible for the operation and management of Employer and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts. The General Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the Board of Directors.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render other services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as General Manager at the pleasure of the Board of Directors, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on November 4, 2021 and end on June 30, 2023, unless terminated earlier as provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to compensate Employee the amount of \$23,630 per month effective the first pay period that encompasses July 1, 2021.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the Board of Directors shall review the performance of Employee and, upon satisfactory or greater than satisfactory performance may at its sole discretion increase Employee's salary.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined solely by the Board of Directors (see Section 4, below) All future salary increases except for COLA increases are discretionary, determined in the sole discretion of the Board of Directors.

E. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

Section 4: Performance Evaluation

The Board of Directors shall at least annually review and evaluate the responsibilities, workload and performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of General Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "B". However, a specific description of certain of those benefits

follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

C. Employee may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

D. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time one time a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the Finance Director, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

E. Employee shall be entitled to a District vehicle for District purposes and commuting. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in

Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be General Manager this vehicle benefit shall end.

F. On July 1 of each year, the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1, regardless of unused balance remaining from prior fiscal year.

G. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

H. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional

participation, growth, and advancement, and for the good of the Employer as determined solely by the Board.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the Board. Notwithstanding the foregoing, Employee shall be entitled to attend up to six industry related conferences per year, including but not limited to Water Reuse, CASA, WEF, CWEA, CSDA or similar.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the Board.

D. Employee shall obtain the Board's prior approval for any expenses in this Section which are not in the approved budget.

E. Employer shall reimburse Employee up to \$5,000 annually for tuition and fees for any college credit courses Employee may attend related to his position as General Manager or in his efforts to obtain a college degree.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. “At Will” Employment: The parties to this Agreement expressly acknowledge that Employee is “at will” and serves at the pleasure of the Board. Employee may be terminated by Employer at any time with or without cause, at the sole discretion of the Employer. Employee may terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to six months of Employee’s current salary. The Employer shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the Employer that releases the Employer from any and all claims the Employee may have against the Employer. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation, compensatory time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the Board of Directors, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Indemnity

Employer and Employee recognize the broad legal obligation of an employer to defend, indemnify and hold harmless a public employee in connection with that public employee acting within the course and scope of their employment.

Employer will defend, indemnify and hold harmless Employee and pay all costs and fees incurred by him, whether as a party, witness, or otherwise, in connection with any actual or potential suit, claim, demand, investigation, or similar event arising within the course and scope of his employment. This obligation on the part of Employer will continue regardless of if or when the General Manager's employment with Employer terminates. This includes defense in any administrative proceedings or any criminal action involving the operation of Employer's plant and facilities. However, if the public entity pays any claim or judgment or portion thereof on behalf of Employee, the Employer may recover the amount of payment from Employee if Employer establishes that with regard to the act or omission upon which the claim or judgment is based, Employee acted or failed to act because of actual fraud, corruption, or actual malice or that he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by Employer.

Section 9: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Mike Prinz
2036 Woodside Drive
Santa Rosa, CA 95404

Alternatively, notices required pursuant to the agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 10: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the Employer and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the

Agreement will be effective only if it is in writing and signed by both the Board of Directors and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

Employer and Employee approve and accept the terms and provisions of this Agreement and agree to be bound thereby.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION

CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by its Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Board President
Las Gallinas Valley Sanitary District

Date: _____

Mike Prinz

Date: _____

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, District Counsel for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Michael Cortez (District Engineer)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Michael Cortez, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Michael Cortez as District Engineer of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as District Engineer of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Michael Cortez as District Engineer to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the District Engineer. Employee is presently employed as a District Engineer.

B. The District Engineer shall perform civil engineering, project management, construction management and inspections, reviews of private improvement projects to ensure conformance with District standards and other engineering or technical services and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the District Engineer job description. The District Engineer shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as District Engineer at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on November 4, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the District Engineer Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in District Engineer Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the pay period that encompasses July 1, 2021, the Employee’s compensation will be \$17,865 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph C.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee’s pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as District Engineer. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of District Engineer.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved General Wage COLA increases.

C. On July 1 of every year the Employee shall be granted a lump sum of 80 hours per year of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to

contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employee can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance.

In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such

requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation pay requests will be processed twice a year, with submittal deadlines of June 1 and December 1. All vacation pay requests made by the submittal deadline will be processed on the following payroll date after June 1 and/or December 1. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. “At Will” Employment: The parties to this Agreement expressly acknowledge that Employee is “at will” and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.
- D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.
- E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee’s current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the

Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Michael Cortez
901 Innisfree Court
Vallejo, CA 94591

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager Las Gallinas Valley
Sanitary District

Dated: _____

Michael Cortez

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Robert Liebmann (Plant Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Robert Liebmann, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Robert Liebmann as Plant Manager I or II of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Plant Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Robert Liebmann as Plant Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Plant Manager.

B. The Plant Manager shall be in charge of and responsible for the operation and management of the Treatment Plant, Laboratory, Reclamation Area, Pump Stations and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Plant Manager job description. The Plant Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours. Employee is

entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as Plant Manager I or II at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on November 4, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee the salary identified in Plant Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Plant Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first period that encompasses July 1, 2021, the Employee’s compensation will be \$17,429 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph C.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee’s pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as Plant Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Plant Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be Plant Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on board approved General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the

maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Robert Liebmann
75 Rockrose Way
Novato, CA 94945

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the

date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Robert Liebmann

ATTEST:

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

DALE MCDONALD (Administrative Services Manager)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, ("District or Employer") and DALE MCDONALD, ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of DALE MCDONALD as Administrative Services Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, ("Board") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ DALE MCDONALD as Administrative Services Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative Services Manager.

B. The Administrative Services Manager shall be in charge of and responsible for the operation and management of the Administrative Office and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Administrative Services Manager job description. The Administrative Services Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity without written approval of the General Manager.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative Services Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on November 4, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from their position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative Services Manager Salary Schedule attached as Exhibit "B" plus any appropriate longevity amounts.

B. Longevity Amounts

i. Employee can receive a longevity step at the beginning of their 7th year of

employment with the District. The longevity step shall be 5.0%.

- ii. Employees in the "management bargaining unit" are eligible to receive a longevity step equal to five percent (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in Administrative Services Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first pay period that encompasses July 1, 2021 the Employee's compensation will be \$15,056 per month (Step 2) as set forth in Exhibit "B", the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least

once annually, beginning with their first anniversary date as Administrative Services Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative Services Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved General Wage COLA increases.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon).

Employee can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. All vacation pay requests submitted by the payroll due date of the current pay period will be paid to employee on the payroll date of the current pay period. Otherwise, such requests will be processed for the following payroll date. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for associations, publications and subscriptions for Employee necessary for their continuation and full participation in national regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars that are necessary for their professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District

recognizes the right of the Employee to terminate their employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

DALE MCDONALD
675 Edwards St.
Crockett, CA 94525

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and

the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Date: _____

DALE MCDONALD

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

UPDATE

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Greg Pease (Collection System/Safety/Maintenance Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Greg Pease, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Greg Pease as Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to become employed as Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Greg Pease as Collection System/Safety/Maintenance Manager to perform the functions and duties specified in the job description attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Collection System/Safety/Maintenance Manager.

B. The Collection System/Safety/Maintenance Manager shall be in charge of and responsible for the operation and management of the Collection System, Pump Stations, Safety Program and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Collection System/Safety/Maintenance Manager job description. The Collection System/Safety/Maintenance Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence within a 45-minute automobile drive to the Employer's office during non-commute hours. Employee is entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Collection System/Safety/Maintenance Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on November 4, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Collection System/Safety/Maintenance Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of employment with the District.

C. Prior to or within one month of his/her anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Collection System/Safety/Maintenance Manager. Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first pay period that encompasses July 1, 2021, the Employee’s compensation will be \$17,004 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his/her first anniversary date as Collection System/Safety/Maintenance Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Collection System/Safety/Maintenance Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be Collection System/Safety/Maintenance Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increase of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time one time a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional

participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Greg Pease
767 Riesling Road
Petaluma, CA 94954

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by the General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Greg Pease

ATTEST:

Teresa L. Lerch
District Secretary

APPROVED AS TO FORM:

David Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Amy Schultz (Administrative/Financial Specialist - Confidential)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Amy Schultz, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Amy Schultz as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District; and

WHEREAS, this position is identified in the codified Ordinance Code of the Las Gallinas Valley Sanitary District as Title 1, Chapter 5; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Confidential Nature of Position

This position is authorized by Title 1, Chapter 5 of the Ordinance Code of the Las Gallinas Valley Sanitary District. The position is confidential and Employee shall maintain all information as confidential as required by the Ordinance.

Section 2: Duties

A. Employer hereby agrees to employ Amy Schultz as Administrative/Financial Specialist - Confidential to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative/Financial Specialist - Confidential.

B. The Administrative/Financial Specialist - Confidential shall meet all job duties as described in the attached Exhibit "A". The Administrative/Financial Specialist – Confidential shall do and perform all services, acts, and functions necessary to conduct the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the Administrative Services Manager and as outlined in the Administrative/Financial Specialist - Confidential job description.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of her employment which requires close proximity to Employer's facilities, Employee agrees to maintain her permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative/Financial Specialist - Confidential at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on November 4, 2021 and end later on June 30, 2023 unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative/Financial Specialist - Confidential Salary Schedule attached as Exhibit "B" plus any appropriate longevity amounts.

B. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.

C. Prior to or within one month of her anniversary date, the Administrative Services Manager shall review the performance of Employee and, with the authorization of the General Manger, may increase Employee's salary in accordance with the Step Schedule described in Administrative/Financial Specialist - Confidential Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the pay period that encompasses July 1, 2021, the Employee's compensation will be \$8,959 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2021.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA of 2.75%.

Section 4: Performance Evaluation

The Administrative Services Manager shall review and evaluate the performance of the Employee at least once annually, beginning with her first anniversary date as Administrative/Financial Specialist - Confidential. Said review and evaluation shall be in

Employment Agreement – Amy Schultz (Administrative/Financial Specialist - Confidential)

accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative/Financial Specialist - Confidential.

Section 5: Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

- i. The District contracts with the California Public Employee's Retirement System for its retirement program. The District's contract with the California Public Employee's Retirement System for "New Members" are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation. In consideration for the Supplemental Wage Increase outlined in Section 3, Paragraph G, New Members shall pay a minimum of 50% of the normal cost as required by PEPRA, or the classic employee's contribution rate, whichever is higher.
- ii. On July 1st of each year the Employee shall be granted a lump sum of 40 hours of Administrative leave. The allotment shall reset to 40 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

Section 6: Professional Development

Employee shall receive make efforts to continue her performance development. Employee shall obtain the General Manager's prior approval for any expenses for professional development. The General Manager's determination for such expenses are solely within his discretion.

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate her employment at any time with or without reason.
- D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.
- E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to one month of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance

pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation, compensatory time, and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

General Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Amy Shultz
956 Edwards Ave
Santa Rosa, CA 95401

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date

of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by its General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Date: _____

Amy Schultz

ATTEST:

Teri Lerch
District Secretary Pro

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for Las Gallinas Valley Sanitary District

MEETING MINUTES OF OCTOBER 7, 2021

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON OCTOBER 7, 2021 AT 4:02 PM AND STAFF BY ZOOM CONFERENCE AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

- BOARD MEMBERS PRESENT:** M. Clark, R. Elias, C. Murray, J. Schriebman and C. Yezman
- BOARD MEMBERS ABSENT:** None.
- STAFF PRESENT:** Mike Prinz, General Manager; Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer
- OTHERS PRESENT:** Patrick Richardson, District Counsel;
- ANNOUNCEMENT:** President Yezman announced that the agenda had been posted as evidenced by the certification on file in accordance with the law
- 1. PUBLIC COMMENT:** None

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for September 2, 2021
- B. Approve the Warrant List for October 7, 2021
- C. Approve Schriebman attending the WateReuse DPR Development webinar on Sept 29, 2021
- D. Approve Resolution 2021-2227 for APN 165-220-12 and 165-220-13 Authorizing Execution of a Quitclaim Deed Kaiser 1650 and 1655 Los Gamos Drive

ACTION:

Board approved (M/S Schriebman/Murray 5-0-0-0) the Consent Calendar items A through D.

- AYES: Clark, Elias, Murray, Schriebman and Yezman
NOES: None.
ABSENT: None.
ABSTAIN: None.

3. INFORMATION ITEMS:

STAFF / CONSULTANT REPORTS:

1. Human Resources Support Services Request for Proposals – McDonald reported.
2. General Manager Report – Prinz reported.
3. District Correspondence – Written-Discussion ensued.
4. Integrated Wastewater Master Plan Update – Mackenzie Capaci, Gerald Fejarang, Michael McEvoy and Dawn Taffler from Kennedy Jenks gave a presentation to the Board. Discussion ensued.

4. AWARD OF CONTRACT FOR GRIT SCREW CONVEYOR SYSTEMS REPLACEMENT

Board and staff reviewed the Award of Contract for Grit Screw Conveyor Systems replacement.

ACTION:

Board approved (M/S Schriebman/Yezman 5-0-0-0) the Motion to award the Contract for Grit Screw Conveyor Systems Replacement to CATS4U and the Board adopted the findings as contained in the letter, dated 9/22/21, from the District to the Foundation for Fair Contracting that there is insufficient evidence to support the bid protest of an award of the contract to CATSFU based upon a claim that CATS4U has violated the Prevailing Wage laws.

AYES: Clark, Elias, Murray, Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

5. SECONDARY TREATMENT PLANT UPGRADE AND RECYCLED WATER EXPANSION CHANGE ORDER AUTHORIZATION – FUELING STATION.

Board discussed the Change Order No. 42- Fueling Station for the Secondary Treatment Plant Upgrade and Recycled Water Expansion project in the amount of \$292,535.

ACTION:

Board approved (M/S Yezman/Elias 5-0-0-0) the Change Order No. 42- Fueling Station for the Secondary Treatment Plant Upgrade and Recycled Water Expansion project in the amount of \$292,535.

AYES: Clark, Elias, Murray, Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

6. COMMUNICATION PLAN FOR BOARD VACANCY

Board discussed the communication plan and draft press release regarding a Board vacancy and gave staff several additional suggestions for the posting of the Board vacancy.

7. PUBLIC COMMENT - NONE

8. BOARD MEMBER REPORTS:

1. CLARK

- a. NBWA Board Committee – no report
- b. NBWA Conference Committee – no report
- c. 2021 Employee Climate Survey Ad Hoc Committee- verbal report
- d. 2021 Operations Control Center Ad Hoc Committee – verbal report
- e. Other Reports–no report

2. ELIAS

- a. NBWRA– verbal report
- b. Ad Hoc Engineering Committee—no report
- c. Ad Hoc 2021 GM Evaluation Committee – no report
- d. 2021 Operations Control Center Ad Hoc Committee – no report
- e. Other Reports– no report

3. MURRAY

- a. Marin LAFCO – no report
- b. CASA Energy Committee– written report
- c. Ad Hoc 2021 GM Evaluation Committee – verbal report
- d. 2021 Legal Services Ad Hoc Committee – no report
- e. 2021 Employee Climate Survey Ad Hoc Committee- no report
- f. Marin County Special Districts Association – verbal report
- g. Other Reports – Written

4. SCHRIEBMAN

- a. Gallinas Watershed Council/Miller Creek Watershed Council– verbal report
- b. JPA Local Task Force– no report
- c. NBWA Tech Advisory Committee– no report
- d. Other Reports- no report

5. YEZMAN

- a. Flood Zone 7– verbal report
- b. CSRMA– no report
- c. Ad Hoc Engineering Committee– no report
- d. 2021 Legal Services Ad Hoc Committee – verbal report
- e. Other Reports – no report

9. BOARD REQUESTS:

- A. Board Meeting Attendance Requests- none.
- B. Board Agenda Item Requests- none.
- C. Board Secretary Lerch advised the upcoming Board Meeting dates:
October 11 Special Meeting Parliamentary Procedures 9 am to 11 am
October 21 Regular Board Meeting 4 pm
November 4 Regular Board Meeting 4 pm
The Board did not have consensus for the Oct 28/29 Strategic initiatives workshop and asked to move this workshop to November.

10. VARIOUS INDUSTRY RELATED ARTICLES – discussion ensued.

11. ADJOURNMENT:

ACTION:

Board approved (M/S Murray/Schriebman 5-0-0-0) the adjournment of the meeting at 6:26 pm.

- AYES: Clark, Elias, Murray, Schriebman and Yezman
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

The next Board Meeting is scheduled for Monday, October 11, 2021 at 9 am at the District Office.

ATTEST:

Teresa Lerch, District Secretary

APPROVED:

Megan Clark, Board Vice-President

MEETING MINUTES OF OCTOBER 11, 2021

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON OCTOBER 11, 2021 AT 9:04 AM AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, CALIFORNIA.

- BOARD MEMBERS PRESENT:** M. Clark (arrived 9:05 am), R. Elias, C. Murray, J Schriebman and C. Yezman
- BOARD MEMBERS ABSENT:** None
- STAFF PRESENT:** Mike Prinz, General Manager; Teresa Lerch, District Secretary; Dale McDonald, Administrative Services Manager;
- OTHERS PRESENT:** Patrick Richardson, District Counsel, Ann Macfarlane, Jurassic Parliament;
- ANNOUNCEMENT:** President Yezman that the agenda had been posted as evidenced by the certification on file in accordance with the law
- 1. PUBLIC COMMENT:** None

2. PARLIAMENTARY PROCEDURE REVIEW

Ann Macfarlane from Jurassic Parliament assisted the Board and staff in discussing the parliamentary procedural styles for Robert's Rules and Rosenberg's Rules of Order.

3. ADJOURNMENT:

ACTION:

Board approved (M/S Clark/Elias 5-0-0-0) the adjournment of the meeting at 11:05 am.

AYES: Clark, Elias, Murray, Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

The next Board Meeting is scheduled for October 21, 2021 4:00 PM at the District Office.

ATTEST:

Teresa Lerch, District Secretary

APPROVED:

Megan Clark, Board Vice-President

SEAL

Agenda Item 3 B
Date November 4, 2021

Las Gallinas Valley Sanitation District
Warrant List 11/04/2021 DRAFT

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
1	11/4/2021	EFT1	ADP Payroll	128,784.46		128,784.46	10/22/2021 Payroll & Processing Charges
2	11/4/2021	N/A	All Star Rents	1,475.29		1,475.29	Rental of Brush Chipper
3	11/4/2021	N/A	Aramark Uniform Service	212.11		212.11	Uniform Laundry Service for week 10/18
4	11/4/2021	N/A	ArcSine Engineering	3,302.54		3,302.54	Marin Lagoon Pump Station Engineering Services
5	11/4/2021	N/A	AT&T (dba Calnet)	286.77		286.77	Phone Lines for Plant, Captains Cove, & Dockside Circle 9/20 - 10/19
6	11/4/2021	EFT2	Bank of Marin	47,335.64		47,335.64	Recycled Water Loan Payment- November
7	11/4/2021	EFT	Bank of Marin Cardmember Services	17,831.56		17,831.56	EE's Credit Card Purchases from 9/4/21 -10/5/21
8	11/4/2021	N/A	California Special Districts Assoc.	8,195.00		8,195.00	Annual Membership
9	11/4/2021	EFT	CalPERS 457 Plan	6,978.00		6,978.00	EE's Deferred Comp Plan -Paydate 10/22
10	11/4/2021	EFT	CalPERS CERBT-OPEB	11,630.00		11,630.00	Pre-Fund GASB Payment - November
11	11/4/2021	EFT	CalPERS Retirement	20,764.19		20,764.19	EE & ER Payment to Retirement- Paydate 10/22
12	11/4/2021	N/A	Comet Building Maintenance	1,575.00		1,575.00	Janitorial Services for Oct.
13	11/4/2021	ACH	Downing Heating Inc.	312.50		312.50	Inspection of Air Flow in Lower Headworks Room
14	11/4/2021	N/A	Federal Express	61.19		61.19	Mailing Board Member Elias Meeting Packet
15	11/4/2021	ACH	GHD, Inc.	1,883.50		1,883.50	Terra Linda-Hwy 101 & John Duckett Pump Station Improvements
16	11/4/2021	ACH	Grainger	531.90		531.90	Absorbant Pads, Spill Kit
17	11/4/2021	N/A	Hardiman Construction Inc. (dba Trenchless Titan)	10,000.00		10,000.00	Sewer Lateral Loan Assistance Program - 16 Corte Almaden
18	11/4/2021	ACH	HDR Engineering Inc.	2,600.43		2,600.43	Operational Planning Assistance for Biosolids Management
19	11/4/2021	N/A	Health Education Services	4,570.32		4,570.32	3 AED Monitors for Plant, Lab & Lucas Valley
20	11/4/2021	N/A	IDEA	7,919.00		7,919.00	Labor Relations Consulting - 7/1/21 - 12/31/21
21	11/4/2021	N/A	Jackson's Hardware	153.19		153.19	Maglite, Flashlights, Stencils
22	11/4/2021	N/A	JDB Systems	2,710.35		2,710.35	Troubleshoot Smith Ranch Pump Station VFD
23	11/4/2021	ACH	Kennedy Jenks	47,903.70		47,903.70	Integrated Wastewater Master Plan- Services Rendered through 8/27/21, Alternative Funding & Grant Consulting- Sept.
24	11/4/2021	N/A	Liebert Cassidy Whitmore	710.50		710.50	Legal Advice for September
25	11/4/2021	N/A	Marin Ace	156.02		156.02	Misc. Supplies
26	11/4/2021	ACH	Murray, Craig	2,491.44		2,491.44	CSDA Conference & CWEA Biosolids Energy Seminar Reimbursements
27	11/4/2021	N/A	North Bay Watershed Association	5,239.08		5,239.08	Membership for 2021/22
28	11/4/2021	N/A	Oberkamper & Associates	5,910.00		5,910.00	Venetia Harbor Pump Station- Boundry Survey & Staking- July & August

Las Gallinas Valley Sanitation District Warrant List 11/04/2021 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
29	11/4/2021	ACH	Operational Technical Services	5,360.00		5,360.00	Additional Temp Operator for Vacancies
30	11/4/2021	ACH	Orion Protection Services Group	318.50		318.50	Nightly Security Patrol for Plant - November
31	11/4/2021	N/A	P2S	11,933.50		11,933.50	Shock Arc Flash Hazard Analysis
32	11/4/2021	N/A	Pacific Crest Group	2,062.50		2,062.50	HR Consulting Services- October
33	11/4/2021	ACH	Polydyne	7,281.94		7,281.94	2 Purchases of Clarifloc- July & August
34	11/4/2021	ACH	Regional Government Services	4,729.47		4,729.47	Financial, HR & Organizational Development Consulting - September
35	11/4/2021	N/A	Sonoma County Water Agency	10,000.00		10,000.00	Joint Use Membership
36	11/4/2021	N/A	T & T Valve	2,098.92		2,098.92	Check Valve Replacement
37	11/4/2021	N/A	United Site Services	530.81		530.81	Porta Potties 10/16 - 11/12
38	11/4/2021	ACH	Univar	6,882.45		6,882.45	Sodium Hypochlorite
39	11/4/2021	N/A	Vanzebo Laser	163.82		163.82	Toner for Printer at Plant
40	11/4/2021	EFT	Vision Service Plan	477.18		477.18	EE Vision for November
41	11/4/2021	N/A	Water Environment Federation	314.00		314.00	Membership for N. Rogers
42	11/4/2021	ACH	WECO	21.20		21.20	Misc. Supplies
43	11/4/2021	N/A	Woodland Center Auto Supply	196.10		196.10	Battery & Core Deposit

Do not change any formulas below this line.

TOTAL \$ 393,894.07 \$ - \$ 393,894.07

EFT1	EFT1 = Payroll (Amount Required)	128,784.46	128,784.46	Approval: <table border="1"><tr><td></td></tr><tr><td>Finance</td></tr><tr><td>GM</td></tr><tr><td>Board</td></tr></table>		Finance	GM	Board
Finance								
GM								
Board								
EFT2	EFT2 = Bank of Marin loan payments	47,335.64	47,335.64					
PC	Petty Cash Checking	0.00	0.00					
>1	Checks (Operating Account)	0.00	0.00					
N/A	Checks - Not issued	79,776.01	79,776.01					
EFT	EFT = Vendor initiated "pulls" from LGVSD	57,680.93	57,680.93					
ACH	ACH = LGVSD initiated "push" to Vendor	80,317.03	80,317.03					
	Total	<u>\$ 393,894.07</u>	<u>\$ 393,894.07</u>					

Difference: \$ _____

STPURWE Costs

10:11 AM

10/25/21

Las Gallinas Valley Sanitary District Reconciliation Detail 6204 · Credit Card at Elan Financial, Period Ending 10/05/2021

Type	Date	Name	Memo	Amount	Balance
Beginning Balance					25,198.32
Cleared Transactions					
Charges and Cash Advances - 68 items					
Credit Card ...	09/07/2021	Comcast	Internet AMY SCHULTZ;	-358.87	-358.87
Credit Card ...	09/07/2021	Sonic.net	Internet Website AMY SCHULTZ;	-19.95	-378.82
Credit Card ...	09/08/2021	Microsoft	MAC Book Boot camp MICHAEL P CORTEZ;	-139.00	-517.82
Credit Card ...	09/09/2021	Terminix	Rodent Control AMY SCHULTZ;	-354.00	-871.82
Credit Card ...	09/09/2021	California Water Enviro...	Membership RALPH LOVELESS;	-288.00	-1,159.82
Credit Card ...	09/09/2021	Zoom	Video Meetings AMY SCHULTZ;	-54.99	-1,214.81
Credit Card ...	09/09/2021	Amazon.com	Lubriseal Grease SAHAR GOLSHANI;	-38.74	-1,253.55
Credit Card ...	09/09/2021	ADT Commerical Secu...	Gate Security at 300 Smith Ranch AMY SCHULTZ;	-25.00	-1,278.55
Credit Card ...	09/10/2021	Polycase	PPE Storage Boxes GREG PEASE;	-2,451.41	-3,729.96
Credit Card ...	09/10/2021	SC Barnes Buildings & ...	Parking lot project GREG PEASE;	-908.28	-4,638.24
Credit Card ...	09/10/2021	Evoqua Water Technol...	DI Water Tank Exchange SAHAR GOLSHANI;	-279.30	-4,917.54
Credit Card ...	09/10/2021	Amazon.com	Office Supplies PAM AMATORI;	-44.64	-4,962.18
Credit Card ...	09/10/2021	Platt Electric Supply	Battery GREG PEASE;	-39.48	-5,001.66
Credit Card ...	09/13/2021	Amazon.com	Office Supplies PAM AMATORI;	-309.50	-5,311.16
Credit Card ...	09/13/2021	Miscellaneous	ASCE Membership MICHAEL P CORTEZ;	-295.00	-5,606.16
Credit Card ...	09/13/2021	Amazon.com	Dividers PAM AMATORI;	-31.23	-5,637.39
Credit Card ...	09/13/2021	Amazon.com	Air Duster PAM AMATORI;	-28.83	-5,666.22
Credit Card ...	09/13/2021	Amazon.com	Office Supplies PAM AMATORI;	-20.18	-5,686.40
Credit Card ...	09/13/2021	Amazon.com	Face Masks PAM AMATORI;	-17.47	-5,703.87
Credit Card ...	09/13/2021	Zoom	Video Meetings AMY SCHULTZ;	-14.99	-5,718.86
Credit Card ...	09/13/2021	Amatori, Pamela	Office Supplies PAM AMATORI;	-7.86	-5,726.72
Credit Card ...	09/14/2021	paypal	Job Postings AMY SCHULTZ;	-800.00	-6,526.72
Credit Card ...	09/14/2021	Brown & Caldwell BC ...	Job Postings AMY SCHULTZ;	-200.00	-6,726.72
Credit Card ...	09/14/2021	CSDA	Job Posting AMY SCHULTZ;	-105.00	-6,831.72
Credit Card ...	09/14/2021	Call Center Sales	After hours answering service AMY SCHULTZ;	-47.17	-6,878.89
Credit Card ...	09/14/2021	U. S. Postal Service	Contract Mailings AMY SCHULTZ;	-28.10	-6,906.99
Credit Card ...	09/14/2021	Amazon.com	Pens PAM AMATORI;	-3.41	-6,910.40
Credit Card ...	09/15/2021	Fisher Scientific Comp...	Stir Bar Flea Micro SAHAR GOLSHANI;	-64.25	-6,974.65
Credit Card ...	09/16/2021	Terminix	Rodent Control AMY SCHULTZ;	-182.00	-7,156.65
Credit Card ...	09/16/2021	Craigslist	Job Posting AMY SCHULTZ;	-75.00	-7,231.65
Credit Card ...	09/16/2021	California Water Enviro...	Mech Tech Prep Class DONALD E MOORE;	-50.00	-7,281.65
Credit Card ...	09/16/2021	California Water Enviro...	Prep Class for Test RALPH LOVELESS;	-50.00	-7,331.65
Credit Card ...	09/16/2021	ReadyRefresh	Bottled water service AMY SCHULTZ;	-47.90	-7,379.55
Credit Card ...	09/16/2021	ReadyRefresh	Bottled Water service AMY SCHULTZ;	-47.90	-7,427.45
Credit Card ...	09/16/2021	ADT Commerical Secu...	Security Gate @ Smith Ranch Rd. AMY SCHULTZ;	-25.00	-7,452.45
Credit Card ...	09/20/2021	Miscellaneous	Pizza for EE safety lunch AMY SCHULTZ;	-377.17	-7,829.62
Credit Card ...	09/20/2021	Amazon.com	Masks PAM AMATORI;	-14.19	-7,843.81
Credit Card ...	09/21/2021	Amazon.com	Coffee for Lab SAHAR GOLSHANI;	-71.94	-7,915.75
Credit Card ...	09/22/2021	IDEXX Distribution, Inc	Colilert 100-test pack SAHAR GOLSHANI;	-843.78	-8,759.53
Credit Card ...	09/22/2021	Amazon.com	Office Supplies PAM AMATORI;	-23.54	-8,783.07
Credit Card ...	09/23/2021	Hach Company	Probe w/cable SAHAR GOLSHANI;	-1,234.53	-10,017.60
Credit Card ...	09/23/2021	SC Barnes Buildings & ...	Parking lot project GREG PEASE;	-562.77	-10,580.37
Credit Card ...	09/23/2021	SC Barnes Buildings & ...	Parking lot project GREG PEASE;	-338.11	-10,918.48
Credit Card ...	09/23/2021	Fisher Scientific Comp...	Facemasks SAHAR GOLSHANI;	-180.00	-11,098.48
Credit Card ...	09/23/2021	Amazon.com	Office Supplies PAM AMATORI;	-98.00	-11,196.48
Credit Card ...	09/23/2021	Amazon.com	Office Supplies PAM AMATORI;	-34.94	-11,231.42
Credit Card ...	09/27/2021	Miscellaneous	Board retreat @ Embassy Suites DALE MCDONA...	-1,424.51	-12,655.93
Credit Card ...	09/27/2021	Henry Curtis Ford	Bumper for F-250 GREG PEASE;	-1,100.33	-13,756.26
Credit Card ...	09/27/2021	paypal	Lone Worker Mobile Application ROBERT M LIEB...	-935.52	-14,691.78
Credit Card ...	09/27/2021	Miscellaneous	Parts from Petaluma Bearing & Hydraulics ANTH...	-510.82	-15,202.60
Credit Card ...	09/27/2021	Fleettio	Vehicle Maintenance software GREG PEASE;	-174.00	-15,376.60
Credit Card ...	09/27/2021	paypal	Transaction fee for Safe Worker App	-18.71	-15,395.31
Credit Card ...	09/28/2021	Friedman's Home Impr...	Lumber for Shelves MANUEL CARDENAS;	-198.22	-15,593.53
Credit Card ...	09/28/2021	Comcast	Internet Services AMY SCHULTZ;	-144.87	-15,738.40
Credit Card ...	09/29/2021	Fisher Scientific Comp...	Nitrile SAHAR GOLSHANI;	-507.60	-16,246.00
Credit Card ...	09/29/2021	Miscellaneous	Fuel in Sac for Service Truck ANTHONY J ASAR...	-65.00	-16,311.00
Credit Card ...	09/29/2021	Shell oil	District Vehicle Fuel MIKE D PRINZ;	-46.52	-16,357.52
Credit Card ...	09/29/2021	ADT Commerical Secu...	Gate Monitoring AMY SCHULTZ;	-25.00	-16,382.52
Credit Card ...	09/30/2021	Uline	Racks Project GREG PEASE;	-237.44	-16,619.96
Credit Card ...	09/30/2021	Hach Company	Starch Indicator Solution SAHAR GOLSHANI;	-125.90	-16,745.86
Credit Card ...	09/30/2021	Platt Electric Supply	Electrical Supplies GREG PEASE;	-75.88	-16,821.74
Credit Card ...	09/30/2021	Miscellaneous	1:1 with Crystal MIKE D PRINZ;	-52.57	-16,874.31
Credit Card ...	09/30/2021	ReadyRefresh	Bottled water service AMY SCHULTZ;	-48.44	-16,922.75
Credit Card ...	09/30/2021	U. S. Postal Service	Mailings PAM AMATORI;	-17.83	-16,940.58
Credit Card ...	10/04/2021	SC Barnes Buildings & ...	Parking lot project GREG PEASE;	-494.52	-17,435.10

10:11 AM

10/25/21

Las Gallinas Valley Sanitary District Reconciliation Detail

6204 · Credit Card at Elan Financial, Period Ending 10/05/2021

Type	Date	Name	Memo	Amount	Balance
Credit Card ...	10/04/2021	Treasury Software	ACH conversion software AMY SCHULTZ;	-39.95	-17,475.05
Credit Card ...	10/05/2021	Sportmans Warehouse	Misc. Supplies DONALD E MOORE;	-314.28	-17,789.33
Credit Card ...	10/05/2021	Sportmans Warehouse	Misc Supplies DONALD E MOORE;	-42.23	-17,831.56
Total Charges and Cash Advances				-17,831.56	-17,831.56
Payments and Credits - 4 items					
Bill	09/02/2021	Bank of Marin Cardme...	Memo:WEB AUTOMTC; 00000;	25,084.42	25,084.42
Credit Card ...	09/09/2021	Amazon.com	Product Refund AMY SCHULTZ;	25.86	25,110.28
Credit Card ...	09/16/2021	Amazon.com	Merchandise Refund SAHAR GOLSHANI;	44.02	25,154.30
Credit Card ...	09/16/2021	Amazon.com	Merchandise refund SAHAR GOLSHANI;	44.02	25,198.32
Total Cleared Transactions				7,366.76	7,366.76
Cleared Balance				-7,366.76	17,831.56
Register Balance as of 10/05/2021				-7,366.76	17,831.56
Ending Balance				-7,366.76	17,831.56

11/4/2021

General Manager Report

Current Items

- 1. Air Release Valve maintenance – inspections and cleaning complete**
- 2. STPURWE Project – post 10/24 storm excavation dewatering
continuing week of 10/25; little construction anticipated due to weather
related clean up. 200 ton crane demobilizing soon, which will require
some road closures.**
- 3. Storm recap/debriefings occurring. Looking for opportunities to
improve response on several levels.**
- 4. Role Workshop follow up document in progress with Kendall Flint**
- 5. Significant activity on annual audit occurring.**
- 6. Lead Collection System Operator interviews delayed due to winter
storm.**
- 7. Staff Safety Luncheon coming up**

Other items or updates may be provided as a verbal report at the Board Meeting.



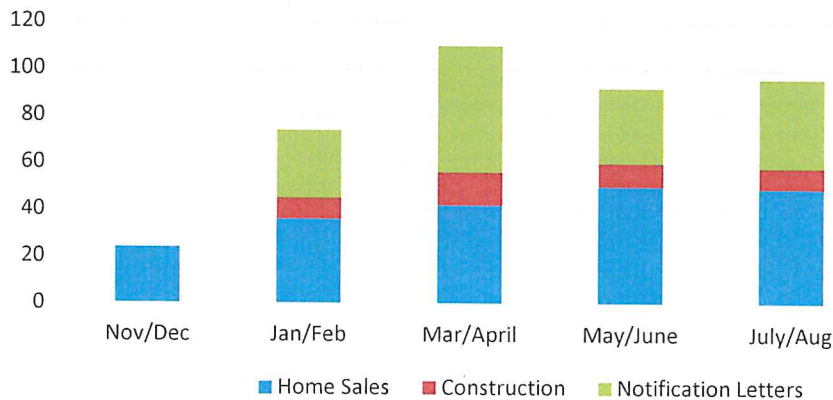
FINANCE

- Sewer Service Charges (SSC) for FY 2021-22 submitted to the County on August 9.
- CalPERS California Employers' Retiree Benefit Trust (CERBT) Fiscal Year End Report completed by July 31 deadline.
- Audit preparation for FY 2020-21 began; year-end schedules, bank reconciliations, detailed listings of receivables, fixed asset review, and other scheduled required for audit.

ADMINISTRATION

- Zero Waste Marin Grant for FY 21-22 in the amount of \$5,000 submitted July 22.
- COVID-19 Prevention Program (CPP) and Prevention Policy updated
- Summer/Fall Heron Newsletter Heron completed
- Marin Municipal Water District and North Marin Water District recycled water billing for April thru June completed, reduced billing for month of April after startup of recycled water plant.
- Donation policy completed.
- Sewer Lateral Inspection Program – the administration department provided support for 58 video inspection applications in July and August; 49 were triggered by home sales and 9 by construction. In addition, 38 notification letters were mailed to property owners who have pulled building construction permits with the City of San Rafael or the County advising them of their requirement to have their sewer lateral inspected.

Sewer Lateral Video Inspection Activity



- A total of eleven Board meetings were held in July and August, up from seven the prior two months. Administrative staff work as a team to compile and distribute packets.

HUMAN RESOURCES

- Memorandum of Understanding between OE3 and the District adopted August 19.
- Lee Ann Chernack with Pacific Crest Group continued to meet at plant and at administration office, alternating locations weekly.
- On-boarded new Plant Operations Supervisor and Plant Operator Grade III employees. Recruitment continued for filling additional approved Plant Operator Grade III position.
- Met with Environmental Services Director and Plant Manager to discuss draft Environmental Compliance Manager job description as well as Lab Analyst classifications. Continued meetings planned to finalize roles and positions.

REQUEST FOR PROPOSALS / CONTRACTS

Contracts executed in May and June listed below:

Vendor Name	Job No	Description	Date of Agreement	Term End Date	<u>Contract Amount</u>
Roux Associates, Inc	2359-500	Groundwater Well Install Work Plan	6/10/2021	6/30/2022	\$6,000
Pacific Crest Group	2360-100	HR Consulting	6/30/2021	9/30/2021	\$15,000
OTS 2021/22 Contract Amendment #2	2361-600	Technical Staffing Services	7/1/2021	6/30/2022	\$120,000
EOA 2021/22 Contract	2397-600	Technical Support for Regulatory Permits and NPDES Permit Reissuance	7/7/2021	8/30/2022	\$168,100
Roux Associates, Inc	2359-500	Groundwater Well Install Work Plan AMENDMENT 1	7/19/2021	6/30/2022	\$1,200
FutureSense, LLC	2360-150	Employee Culture Survey	7/29/2021	9/1/2022	\$25,200
Data Instincts	2223-900	Public Information and Awareness Services	8/10/2021	8/31/2022	\$30,000
Du-All Safety	2397-200	Onsite Safety Consultant Services	8/23/2021	8/31/2022	\$56,736

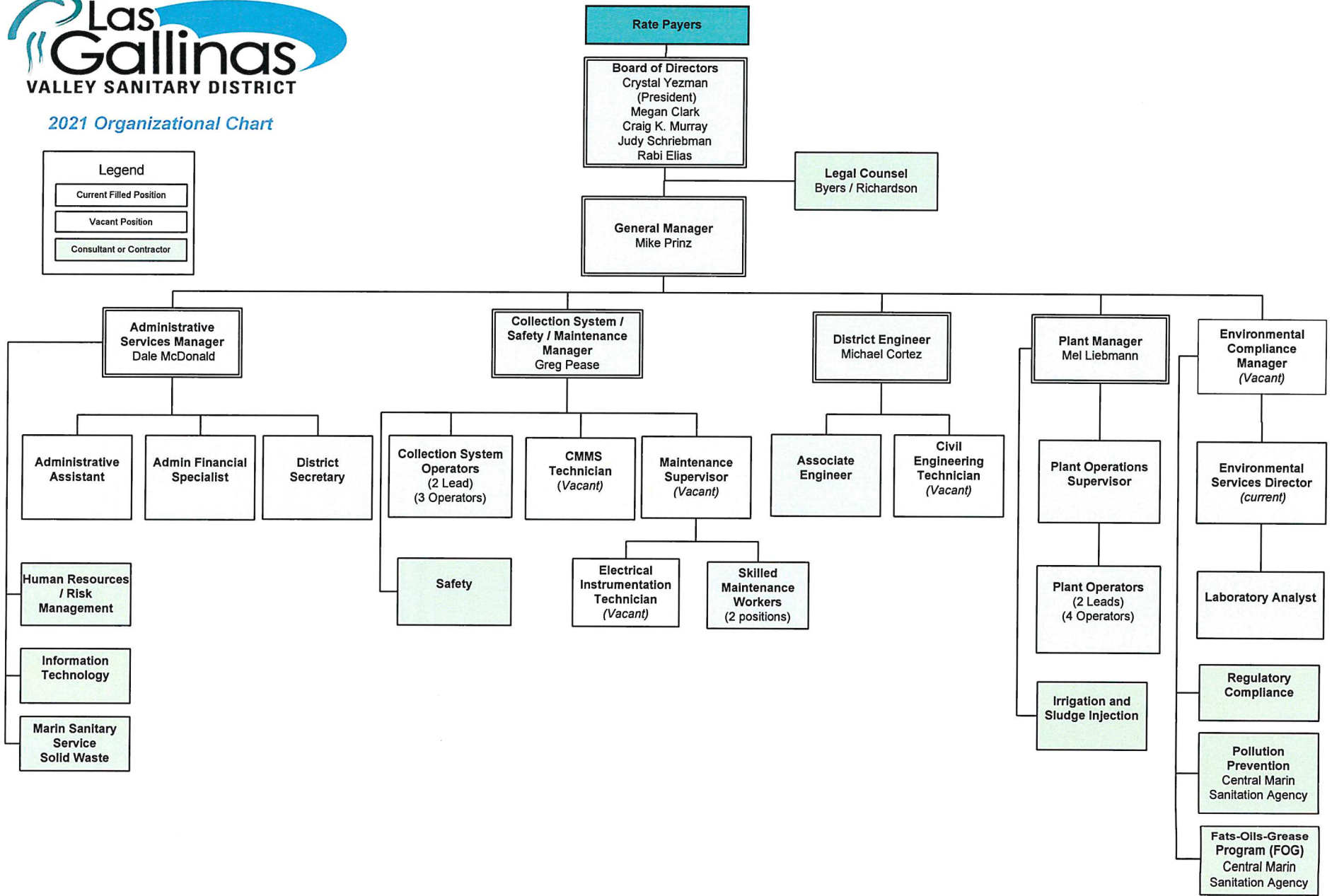
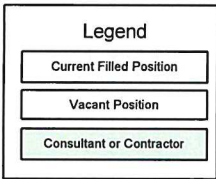
** In addition to above contracts Bay Area Chemical Consortium (BACC) Chemical Bid with Univar was executed.*

Departments: -100 Admin, -125 Engineering, -200 Collections, -250 Maintenance, -300 Pump Stations, -400 Lab, -500 Reclamation, -600 Plant, -650 Recycled Water





2021 Organizational Chart



Draft 10/21/2021

SSO SPILL SUMMARY

- None for July/August
- Last Spill: September 11, 2020

KEY MAINTENANCE PROJECTS

- Annual Facility Safety Assessment – (60) Work Orders created, (60) completed
- Multiple Treatment Plant Facility repairs – (36) Work Orders
- Pond Return Water Leak (Reclamation) – Excavated and Located. Repair Scheduled (Piazza Construction)
- Routine Preventative Maintenance Work Orders – Treatment Plant/Pump Stations
- (200) Fleet Maintenance Inspections

SAFETY ISSUES AND TRAINING

- Fire Prevention and Suppression
- Annual Fire Extinguisher Certification
- Silica Awareness/Hearing Conservation
- Lock Out/Tag Out (LOTO) Training

OTHER

- Collection System – Hotspot Flushing
- Collection System – Pump Station and easement vegetation cleanup

REQUESTS FOR PROPOSALS

- Development of an Emergency Management System

PERFORMANCE METRICS

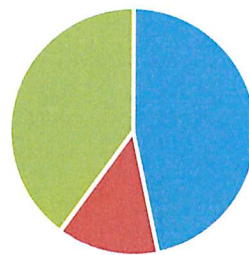
Collection System Cleaning and CCTV Inspection

- Flushed/Rodded = 106,357 feet; Percent of District = 19.2%.
- CCTV Inspected = 1,565 feet; Percent of District = 0.3%.
- Manhole inspections performed = 352
- USA Ticket Work Orders = 426

Lateral Construction and Repair Inspections

- Applications received = 27
- Full Replacement Inspections Performed = 7 Full Replacements
- Cleanout Installation Inspections Performed = 2 Cleanout Installations
- Spot Repairs/Upper/Lower Replacements Performed = 6 partial replacements or spot repairs

Lateral Construction and Repair Inspections



- Full Lateral Replacement
- Cleanout Installation Inspection
- Partial Replacement - Spot Repair/Upper/Lower Lateral

CNG Fueling Stations

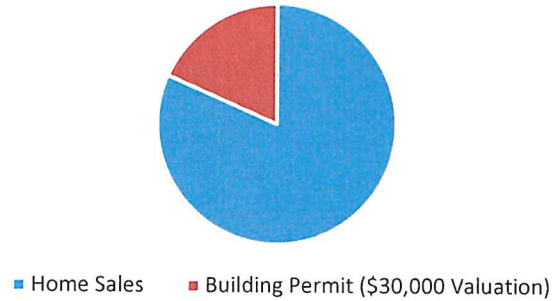
- CNG Fueling Station
 - Plant Slow Fill = 0% Up Time
 - Smith Ranch Fast Fill = 0% Up Time.
- Anderson Drive PG&E Fuel Station
 - 12 Trips to Anderson Drive Fueling Station
 - 172.8 miles driven for refueling (7.2 miles one way)
 - Total Diesel Gallon Equivalent (DGE) = 337.123 DGE

Sewer Lateral Ordinance Inspections - Number of Applications Processed

- Home Sale Applicants = 40 received
- Building Permit (\$30,000 valuation) Applicants = 9 received

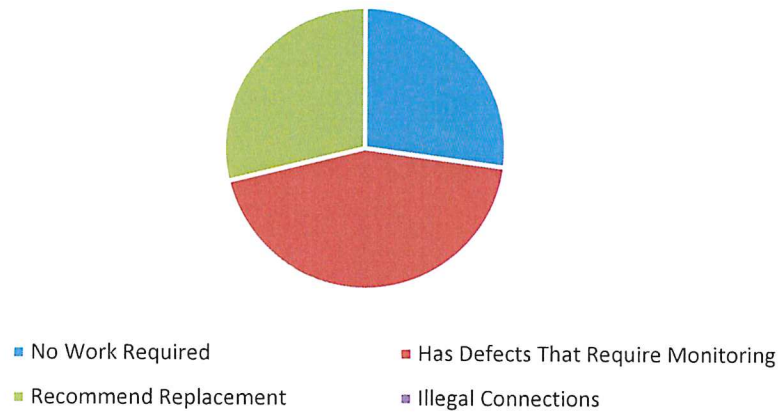


Applications - Home Sale vs Building Permit (Triggers)



- Home Sale Letter of Findings Issued = 59; 21 - recommend replacement, 26 -have defects that require monitoring, 16 - no work or monitoring required, 0 – Illegal connection

Letter of Findings Issued



MJD

DESIGN (Number of projects in design phase: 11)

- John Duckett Pump Station (PS) – GHD is working on a technical memo to provide recommendations for the future John Duckett PS location.
- Operation Control Center Building Design – Staff continues to work on rescoping with Danadjieva Hansen Architects for design of the Operation Control Center.
- Flow Equalization Basin – Hazen & Sawyer is evaluating three site alternatives for the flow equalization basin location and sizing options for the basin.

CONSTRUCTION (Number of projects in construction: 8)

- Marin Lagoon Pump Station No.1 Improvements – DW Nicholson Corporation has been coordinating with PG&E and waiting for delivery of the new panel.
- On-Call Construction Contract – Piazza Construction completed the sinkhole repair and sliplining of the 18” corrugated metal pipe in the treatment plant parking lot.
- Contempo Marin Manhole Replacement – Piazza Construction completed the installation in August. Freyer & Laureta prepared the design and performed construction inspection under the on-call engineering contract.
- Reclamation Pond Transfer Wood Box Galvanized Catwalks – All three galvanized walkways for replacement of existing wood piers are ready for installation, pending schedule from contractor.

REQUEST FOR PROPOSALS/QUALIFICATIONS (Number of projects in RFP/RFQ: 1)

- Force Main Locating, Cleaning, and Condition Assessment – Issued RFP. No response was received. Staff to revise and re-issue the RFP for a smaller scope.

CALL FOR BIDS

- On-Call Construction Contract (2021-23) – Awarded contract to Piazza Construction.
- Grit Screw Conveyor Systems Replacement – Responded to Fair Foundation Contracting and Construction Industry Force Account Council inquiries.
- Solar Photovoltaic System Inverters Replacement – NBC Construction was the apparent low bid.

OTHER

- Integrated Wastewater Master Plan – Kennedy Jenks (KJ) is preparing technical memoranda for collection system assessment and wastewater treatment plant assessment results for staff to review. The risk scores and “heat map” for wastewater treatment plant processes will be updated.
- Marsh Pond Long Term Vegetation Management Plan – In response to staff’s written response, Audubon Society provided additional comments to the vegetation management plan. Staff and WRA are working on a response and revising the vegetation management plan to the extent possible.

Engineering Monthly Report (July-Aug 2021)

Job No.	Project Name/Updates	On Hold	% Completion
DESIGN PROJECTS			
11200-03	John Duckett Pump Station & Sewer Main Capacity and Storage • GHD is working on a technical memo to provide recommendations for the future John Duckett PS location.		30%
20100-02	Operation Control Center Building Design • Staff continues to work on rescoping with Danadjieva Hansen Architects for design of the Operation Control Center.		0%
20600-04	Flow Equalization Basin • Hazen & Sawyer is evaluating three site alternatives for the flow equalization basin location and sizing options for the basin.		19%
21300-06	Venetia Harbor Fencing & Paving • Staff is working with legal counsel on drafting the lease agreement. • Design work is on hold, pending property negotiation with neighboring properties.		15%
21300-07, 21500-07, & 21600-16	Arc Flash Study for Pump Stations, Treatment Plant, and Reclamation Facilities • P2S is working on the arc flash model and coordination study. Currently waiting for fault current data from PG&E.		
20300-09	Smith Ranch Pump Station Electrical Upgrades • Received scoping memo from Freyer & Laureta.		15%
21300-03	Standby Generator System Installation for Minor Pump Stations • Awarded contract.		5%
21300-04	Pump Station Site Lighting Improvements • Received scoping memo from Freyer & Laureta.		15%
21350-01	Automatic Transfer Switches for Pump Stations • Received scoping memo from Freyer & Laureta.		15%
21600-01	Emergency Bypass Pumping Analysis & Emergency Response Plan • Received scoping memo from Freyer & Laureta.		15%
21600-07	Digester Room MCC#2 Upgrade • Hazen & Sawyer is preparing the final technical memo for equipment modifications and upgrades of the MCC#2.		12%
CONSTRUCTION PROJECTS			
11500-09	Miller Creek Vegetation Maintenance • On-going with Hanford ARC.		92%
12300-05	Rafael Meadows Pump Station Standby Generator Installation • Contractor is waiting for control cabinet and electrical equipment prior to mobilization. • Staff is finalizing the application for a new BAAQMD Authority to Construct with assistance from the on-call engineer.		20%
12600-07 & 16650-02	Secondary Treatment Plant Upgrade & Recycled Water Expansion • On-going with Myers & Sons Construction.		83%
18360-01	Marin Lagoon Pump Station No.1 Improvements • DW Nicholson Corporation has been coordinating with PG&E and waiting for delivery of the new panel.		3%
19200-01	Air Release Valve and Vault Replacements • CATS4U (contractor) completed ARV installations at four pump stations. Four other locations are 90% complete, pending stainless steel brackets/supports and stamped concrete crosswalk.		97%
20125-01	On-Call Construction Contract • Piazza Construction completed the sinkhole repair and sliplining of the 18" corrugated metal pipe in the treatment plant parking lot. • Merrydale Pipeline Repair Behind Michaels' - Postponed due to equipment availability. • Replacement of Manhole Frame & Cover - Notified Piazza.		Continuous until new on-call contract is in place.

Job No.	Project Name/Updates	On Hold	% Completion
20500-02	Reclamation Pond Transfer Wood Box Galvanized Catwalks • All three galvanized walkways for replacement of existing wood piers are ready for installation, pending schedule from contractor.		90%
21300-01	Contempo Marin Manhole Replacement • Piazza Construction completed the installation in August. Freyer & Laureta prepared the design and performed construction inspection under the on-call engineering contract.		100%
REQUESTS FOR PROPOSALS			
<i>ISSUED</i>			
20200-01	Force Main Assessment, Cleaning, Location Marking, & Mapping • Issued RFP. No response was received. Staff to revise and re-issue the RFP for a smaller scope.		
<i>NEAR TERM</i>			
	Asset Management Part 2 • Developing RFP.		
CALL FOR BIDS			
	On-Call Construction Contract (2021-23) • Awarded contract to Piazza Construction.		
21600-08	Grit Chamber Coating and Auger Replacement (UPCCAA) • Responded to Fair Foundation Contracting and Construction Industry Force Account Council inquiries.		
22500-03	Solar Photovoltaic System Inverters Replacement (UPCCAA) • NBC Construction was the apparent low bid.		
OTHER			
17500-05	Descanso Force Main Relocation (McInnis Marsh Restoration Project) • Kennedy Jenks (KJ) has completed Part 2 Analysis to evaluate five options, including existing alignment and other realignment alternatives.		N/A
20100-04	Integrated Wastewater Master Plan • Kennedy Jenks (KJ) is preparing technical memoranda for collection system assessment and wastewater treatment plant assessment results for staff to review. The risk scores and "heat map" for wastewater treatment plant processes will be updated.		50%
20125-01	On-Call Engineering Contract • See Contempo Marin Manhole Replacement.		Continuous
20500-05	Marsh Pond Long Term Vegetation Management Plan • In response to staff's written response, Audubon Society provided additional comments to the vegetation management plan. Staff and WRA are working on a response and revising the vegetation management plan to the extent possible.		81%
21125-01	Archive Development • Received scanned documents.		100%
21125-03	Alternative Funding Pursuit • On-going.		Continuous
LAND DEVELOPMENT			
	Guide Dogs for the Blind - 350 Los Ranchitos Rd • Staff is working with Guide Dogs' surveyor on the easement geometry.		
	Kaiser Parking Garage/Medical Office Building - 1650 Los Gamos Dr • Staff is waiting for original easement documents from Kaiser.		
	Talus Reserve • New development of 28 single family residences near Erin Dr. • Staff is in communication with the engineer regarding capacity analysis.		
	Los Gamos Apartments • Total of 192 apartment units. • In communication with developer's engineer regarding capacity analysis. • Provided plan review comments to developer.		

CRITICAL PROCESS

- Treatment plant effluent was directed to the Reclamation Storage Ponds for the months of July and August.
- Staff assisted in coordination of, and modified operations to accommodate, 12 service outage requests (SOR) for the STPURWE project.
- Four aeration trains were in operation during July and August due to unsuccessful attempts at operating with three aeration trains in service.
- Biowheel drive units were replaced with proper gear ratio units in August.
- New Sodium Bisulfite (Dechlorination) delivery system was commissioned in August.
- Primary Clarifiers 2 and 3 remained out of service to accommodate the construction of the new secondary clarifiers.

NON-CRITICAL PROCESS

- In response to staff complaints regarding the difficulties experienced in operating the new features of the Recycled Water Facility (RWF), a whole system review of the RWF was undertaken by the design team, controls integration firm and plant staff. A plan to improve the operability and automated control of the RWF was developed. Work is in progress to implement the desired enhancements.
- Both microturbines (MT) were experiencing intermittent communications fault issues that resulted in disruptions to BERS operation. The gas conditioning equipment provider and MT service company worked with staff to diagnose and resolve the problem.
- Plant Operations Supervisor Donald Moore begins service with the District.
- Force Majeure declared by Thatcher Chemical for unforeseen disruptions to the production of Ferric Chloride. Current stores are adequate. Staff will continue to monitor the status of the iron salt market.
- Secondary Digester Cleaning Project rescheduled for Spring 2022.
- All treatment processes remained within permissible limits and no self-determined violations were reported for July and August.

REQUESTS FOR PROPOSALS

- None.

PERFORMANCE METRICS*Sewage Treated*

- 1.72 million gallons per day average daily influent flow for July and August.

Recycled Water Production

- 20.93 million gallons of recycled water was pumped to North Marin Water District for distribution.

- 57.53 million gallons of recycled water was pumped to Marin Municipal Water District for distribution.

Reclamation

- Pond Levels Beginning of July – Pond #1 = 6.0' - Pond #2 = 5.8' ~ 65.5 % of Capacity
- Pond Levels at End of August – Pond #1 = 5.1' - Pond #2 = 4.9' ~ 55.5 % of Capacity
- 35.8 million gallons of stored effluent applied to the irrigation pastures.

Solar Power Generation

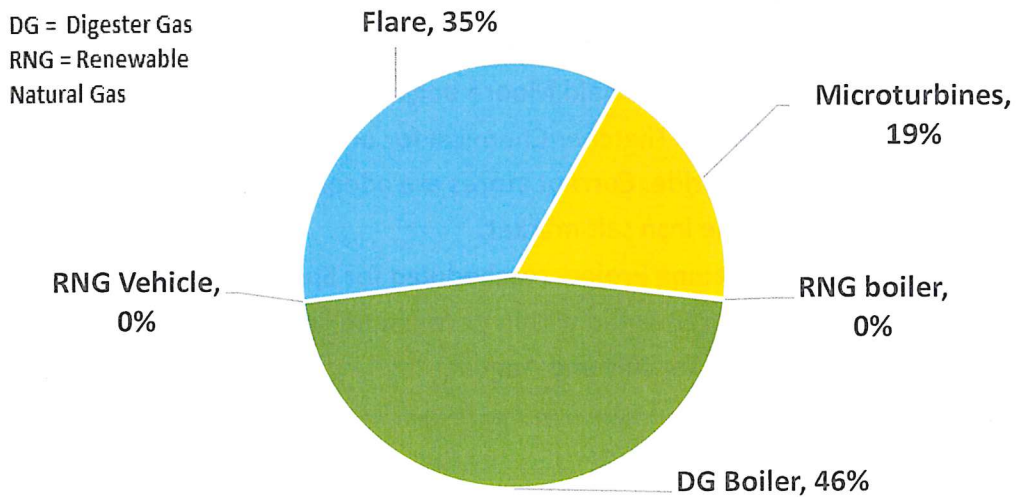
- 72,275 kWh offsetting approximately \$13,010 in PG&E/MCE electrical consumption costs using an average rate of \$0.18/kWh.

Biosolids

- 1.5 million gallons of digested sludge was removed from the sludge lagoons and applied to the dedicated land disposal site.
- Normal volume of digested sludge storage accumulation in the sludge lagoons this period.

Biogas Utilization

- Total Digester Gas Produced – 2,541,890 scf – Microturbines at 66.1% uptime producing a total of 17,084 kWh, offsetting approximately \$3,075 in PG&E/MCE electrical consumption costs using an average rate of \$0.18/kWh.





Agenda Summary Report

To: Mike Prinz, General Manager *MPZ*
From: Dale McDonald, Administrative Services Manager *M*
 (415) 526-1519 dmcDonald@lgvSD.org
Meeting Date: November 4, 2021
Re: Caselle Awarded Contract for Enterprise Resource Management (ERP) Accounting System Software & Services to Replace QuickBooks
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

Informational only. No Board action required.

BACKGROUND

The Las Gallinas Valley Sanitary District (LGVSD) partnered with Regional Government Services (RGS) for the acquisition and implementation of a new Enterprise Resource Planning (ERP) Financial Management System to replace LGVSD’s current accounting system QuickBooks.

A Request-For-Proposal (RFP) was issued on May 11, 2021. Five proposals were received that met the requirements of the RFP. After extensive review, staff and RGS narrowed the selection down to two vendors and ultimately decided to award contract to Caselle, Inc. to serve as the financial management software provider for the District. Attached is a memo from RGS that outlines the selection process as well as the proposal from Caselle.

The ERP will be hosted by Caselle which will allow remote access by District staff, RGS accounting consultants, and managers.

The implementation process is expected to occur November 2021 through March 2022 with training to be coordinated on-site at the District offices. To meet the aggressive timetable, staff will leverage assistance by RGS under their existing Master Service Agreement to augment the daily financial accounting needs of the District. Staff will then be able to focus on implementation and training on the new Caselle system.

Once implementation is complete, the new Caselle software will improve the District’s operational efficiency, Strategic Initiative One, for both the administrative staff as well as for managers who will now be able to utilize the web-based dashboard to view financial reports. The use of Caselle will allow integration of fixed asset accounting information into CityWorks, the District’s Computer Maintenance Management System (CMMS), which meets Strategic Initiative Five, developing and maintaining an asset management system to achieve an optimum level of coordination to help minimize costs and maximize value.



PREVIOUS BOARD ACTION

On June 18, 2020, the Board approved \$100,000 as part of the 2020-21 budget to acquire and integrate a new accounting software system to replace QuickBooks. Funding for the project was carried forward in the adopted 2021-22 budget of June 17, 2021.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The initial investment for training, setup and data conversion is \$28,164. The annual fee for the Hosted version of Caselle software is \$23,436. The total cost for the first year is therefore \$51,600. This fee provides all software and support.

The total cost is under the \$60,000 purchasing authority of the General Manager and within the approved budget.

The Caselle software is anticipated to serve the District for 10 years. Annual software and support fees are anticipated to increase slightly based on normal inflation factors and will be considered annually as part of the budget process.



October 13, 2021

Dale McDonald, Admin Services Manager,
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

RE: Selection of Caselle as provider of ERP software for the District

Dear Mr. McDonald,

RGS was retained to assist with the selection of accounting software to replace QuickBooks. After much research and deliberation, the District has selected Caselle to be the provider of its ERP Accounting System. Following are the steps leading to the selection of Caselle.

RGS Consultant met with LGVSD Staff to conduct a Needs Assessment to determine the requirements for the District's next accounting system. The requirements were incorporated into the Request for Proposals (RFP) which was sent to various vendors.

The District received responses from the following vendors all of which met the requirements of the RFP:

- Abila MIP
- Blackbaud
- Casselle
- Sage Intacct
- Tyler Incode

After reviewing the proposal and doing a price comparison the list was reduced to:

- Abila MIP
- Blackbaud
- Casselle

All three vendors were invited to do a demonstration of their software for the District. As a result of the software demonstrations, staff selected the following vendors to further investigate the software capabilities and conduct reference checks:

- Blackbaud
- Casselle

The District asked for a “sandbox” from Blackbaud and Casselle to play in so that staff could play around with the software. Both vendors provided that ability and staff played with the software. In the meantime, RGS Consultant did a background check by contacting current customers of both vendors. Following are the results:

Both Blackbaud and Casselle can handle the District’s accounting needs. However, District staff prefers Casselle for the following reasons:

- Casselle appears to be better suited to the District. Blackbaud customers tend to be non-profit agencies, whereas Casselle is dedicated to governmental agencies.
- Several sanitary districts use Casselle such as Tahoe-Truckee Sanitation Agency, Castro Valley Sanitary District, Valley Sanitary District, and Ross Valley Sanitary District. It will be useful to reach out to other sanitary districts that use the same software.
- Staff and Managers preferred the web-based dashboard from Casselle. It allows managers to be more engaged in the understanding of their budget and expenditures. The ability to submit their approvals without having to work in the accounting system is an improvement.

In doing reference checks on the vendors, Valley Sanitary District commented that they switched from Blackbaud to Casselle. They felt that Casselle had more robust reporting capabilities and better budget controls than Blackbaud. They felt that in Blackbaud they had to go between modules to get all the report data whereas Casselle had it all together.

All the Casselle references spoke very highly of Casselle’s customer service and the implementation team, which is an area that not all vendors get great reviews on.

In addition to meeting all the District’s current accounting needs, Casselle also had the ability meet the District’s needs in the future. Currently the District uses ADP for processing payroll. If it should want to bring payroll in-house to integrate into the District’s cost allocation, Casselle has an excellent payroll program with all the modern features and it is integrated into their system. Additionally, Casselle can interface with Cityworks through their web services application which will facilitate Computer Maintenance Management System (CMMS) fixed asset tracking. Blackbaud does not have a payroll module.

Casselle Costs

The initial investment for Training, Setup and data conversion is \$28,164. The annual fee for the Hosted version is \$23,436. The total cost for the first year is therefore \$51,600. This fee provides all software and support. It does not include payroll services or advanced Cityworks integration. The District just needs an internet connection to the Casselle servers. Casselle is responsible for the hardware and software.

Improvement in operations

By utilizing all of Casselle’s features, all requisitions and invoices will be approved online from a computer connected to the internet or from a mobile device. All supporting documents (i.e., quotes, invoices, etc.) can be scanned and attached to the appropriate electronic document, thus being available to view at anytime. No more lost paper documents.

Attached is the proposal from Casselle.

Respectfully submitted,

DocuSigned by:
Roberto Moreno
96D03071DB2C466...

Roberto Moreno, Senior Advisor
Regional Government Services
rmoreno@rgs.ca.gov
(831) 262-7275

<http://www.rgs.ca.gov>





Caselle® Hosted Software & Services Proposal

Las Gallinas Valley Sanitary District, CA

October 8, 2021

From:

**Wade Walker, Territory Manager
pww@caselle.com**



CASELLE®

Proven Software Solutions for Local Government
www.caselle.com Toll Free (800) 228-9851 Fax (801) 850-5001 1656 S. East Bay Blvd., Ste. 100 / Provo, UT / 84606

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Proposal Summary

License Type	Hosted
Total Training	\$15,800
Total Setup	7,450
Total Conversion	4,914
Total Investment	\$28,164

The District will be billed on the following payment schedule.

- Payment: \$5,633.00 – Deposit
- Payment: \$5,633.00 – Implementation kickoff phase
- Payment: \$5,633.00 – Implementation setup phase
- Payment: \$5,633.00 – Start of training
- Payment: \$5,632.00 – Go-Live

Monthly Hosted Maintenance & Support will be \$1,953.

I have read and agree to all terms & conditions proposed herein. I understand if La Gallinas Valley Sanitary District is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Proposal Detail

Caselle® Application Software	License Type	Training	Setup	Conversion	Total
General Ledger	Hosted	\$2,250	\$700	\$1,100	\$4,050
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	2,000	2,000
miExcel GL	Hosted	Included	1,000	-	1,000
Accounts Payable	Hosted	550	500	1,100	2,150
Purchases & Requisitions	Hosted	550	-	-	550
Accounts Receivable	Hosted	1,100	500	214	1,814
Cash Receipting	Hosted	550	500	-	1,050
Payment Import	Hosted	Included	1,000	-	1,000
Cash Receipting Web Services	Hosted	-	-	-	-
Asset Management	Hosted	550	500	500	1,550
Project Accounting	Hosted	2,250	500	-	2,750
miExcel PA	Hosted	Included	250	-	250
Caselle Document Management	Hosted	3,000	2,000	-	5,000
Three (3) Concurrent User Licenses	Hosted	-	-	-	Included
Two (2) Additional Concurrent User Licenses (5 Total)	Hosted	-	-	-	-
On-Site Training	-	5,000	-	-	5,000
Grand Total	Hosted	\$15,800	\$7,450	\$4,914	\$28,164

Notes:

1. The training will be a hybrid of both On-Site and Online. Core Applications will be trained On-Site.
2. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.
3. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Optional On-site Training

Travel expenses will be invoiced when training is complete and include actual airfare, hotel, and car expenses, plus Caselle's food per diem of \$55.00. These are not included in the total proposal price.

On-site Training Requirements

In order to receive the full benefit and value of our software products, it is imperative that the on-site training be conducted in an organized, professional and uninterrupted manner. To ensure this, Caselle Inc. requires the following conditions:

- Training class size will be limited to the number of workstations available in the training area.
- Each training area will have one workstation for each student and one workstation for the instructor or data conversion specialist. Each training workstation must have access to a common network.
- Each training room must have a dedicated printer networked to all the training workstations.
- Training rooms must be set up and completely functional before the first day of training.
- Training rooms should provide an education environment and be free from interruptions or distractions for students. Equipment such as a whiteboard or easel, three-hole punch, and stapler should be available in the training room.
- Key personnel must be available before and after normal working hours to discuss data conversion issues, assist with implementation, or if a "live" run of Accounts Payable, Utility Billing or Payroll etc., is to be done.

Caselle will be in contact with the customer prior to scheduling the training to ensure the above conditions can be met. If delays result from the above conditions not being met during on-site training, additional training fees may apply.

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

550 accounts are included

**Bank Reconciliation
Data Conversion**

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

4 bank accounts are included

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

550 vendors are included

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

107 accounts are included

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Caselle® Hosted Software & Services Proposal
Las Gallinas Valley Sanitary District, CA
October 8, 2021

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

11/4/2021

**Secondary Treatment Plant Upgrade and Recycled Water
Expansion Project Update Agenda Item 4.4**

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

11/4/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

11/4/2021

BOARD MEMBER REPORTS

CLARK

NBWA Board Committee, NBWA Conference Committee, 2021 Operations Control Center Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Other Reports

ELIAS

NBWRA , Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 GM Evaluation Ad Hoc Subcommittee, 2021 Operations Control Center Ad Hoc Committee, Other Reports

MURRAY

Marin LAFCO, CASA Energy Committee, 2021 GM Evaluation Ad Hoc Subcommittee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports

SCHRIEBMAN

Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force, NBWA Tech Advisory Committee, Other Reports

YEZMAN

Flood Zone 7, CSRMA, Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 Legal Services Ad Hoc Committee, Other Reports



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: _____ Name: _____

I would like to attend the _____ Meeting
of _____

To be held on the _____ day of _____ from _____ a.m. / p.m. to
_____ day of _____ from _____ a.m. / p.m.

Location of meeting: _____

Actual meeting date(s): _____

Meeting Type: (In person/Webinar/Conference) _____

Purpose of Meeting: _____

Meeting relevance to District: _____

Request assistance from Board Secretary to register for Conference: YES NO

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable): _____

Date submitted to Board Secretary: _____

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

11/4/2021

BOARD AGENDA ITEM REQUESTS

Agenda Item 7B

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Partial pipeline funding approved

MARIN MUNICIPAL

\$23.2M an investment in water bridge project

By Will Houston

whouston@marinij.com

The Marin Municipal Water District has allocated up to \$23.2 million to buy equipment for a proposed emergency supply pipeline across the Richmond-San Rafael Bridge.

The investment, approved by the district board on Tuesday, is the largest the agency has made since proposing the idea earlier this year.

The 8-mile pipeline, estimated to cost up to \$90 million, is the district's main backup plan should it deplete its main reservoir supplies next summer in the event of another dry winter.

"We are doing this project because this drought has shown us we are vulnerable — our district, our customers," board member Monty Schmitt

said on Tuesday. "We are vulnerable to years of extreme dry conditions, the kinds of conditions that we know are going to become more of the norm."

The district plans to use bond funds to buy 55,000 feet of steel pipe for \$16.7 million; two large pump stations for \$3.7 million; and two bolted steel tanks for \$1.9 million that can each hold 1 million

PIPELINE » PAGE2

Pipeline

FROM PAGE 1

gallons of water. The equipment would be used to bring purchased Sacramento Valley water over the bridge from Richmond into Marin County.

The purchase is not a final decision on whether the pipeline will actually get built. However, district staff said buying the materials now ensures they will be manufactured in time should construction proceed in March.

A vote on an estimated \$40 million construction contract is expected to occur in January.

Board member Larry Bragman said that while he is not a supporter of the pipeline in general, the potential of depleting the water supply warrants action.

"Unless we act, we are taking responsibility for worsening or potentially creating health and safety

4

emergency response. The agreement with the manufacturer, Northwest Pipe Co. of Vancouver, Washington, includes provisions requiring the company to help the district resell any pipe or raw construction materials, staff said.

Paul Sellier, the water district's operations director, told the board that the company won't begin fabricating the pipe until February.

Several Richmond residents attended the board meeting on Tuesday to oppose to the pipeline. The residents said the district has failed to conduct outreach to neighborhoods that will now have to host pumping stations, endure traffic and noise impacts from construction and see local streets and trails dug up in order to install the piping.

"You want a pumping station in your neighborhood? No, you don't," Point Richmond resident Jeff Ritterman told the board.

U

risks,” Bragman said Tuesday. (2)

Several Richmond residents attended the meeting to voice strong opposition to the project. Their comments came a day after Richmond Mayor Tom Butt released a scathing newsletter criticizing the water district’s planning, claiming the pipeline water would be used to “preserve lush lawns” and listing the various impacts that residents would have to face. The effects would include the closure of a section of the San Francisco Bay Trail, months of construction noise and traffic congestion on local streets and the westbound span of the bridge, Butt wrote.

“Richmond is expected to suffer the consequences of poor planning and lack of water conservation by the 14th richest county in America,” Butt wrote.

District staff said the pipeline water would only be used for vital indoor uses to protect health and safety.

District forecasts show it could deplete its main reservoir supplies as soon as July or August should next winter be as dry as the last. Meteorologists predict that La Niña weather patterns this winter could mean another dry winter.

The Marin district differs from its counterparts in the Bay Area in that it relies primarily on seven local reservoirs in the Mount Tamalpais watershed for 75% of its water supply and is not connected to state and federal water systems. The district’s reservoirs are now less than a third full and will require significant amounts of rain this winter to overcome the water shortage emergency.

Using the aid of water districts such as East Bay Municipal Utility District and the Contra Costa Water District, the purchased water would travel more than 100 miles through aqueducts, reservoirs, treatment facilities and possibly the Sacramento-San Joaquin Delta before arriving in Richmond and being pumped over the bridge.

The district built a similar pipeline during the drought of 1977, the last time it faced running out of local supplies.

While the pipeline could bring in about 13.5 million gallons per day, the East Bay Municipal Utility District said it would only reliably be able to pump in 8 million gallons per day, or 60% of capacity, in order not to affect water pressure for its Point Richmond ratepayers. ↓

They also argued that the district and Marin residents have not done enough to conserve water. The district set a conservation goal of 40% in April, but residents reached peak conservation of 30% in August. Last week, conservation was 24% compared to average water use from 2018 through 2020. (5)

Richmond resident Lisa Johnson said her city already has to endure increased traffic and pollution after a third eastbound lane was opened on the Richmond-San Rafael Bridge and now faces the potential of having a pump station placed in a residential neighborhood.

“Please stop treating us as second-class citizens,” Johnson told the board.

Cynthia Koehler, president of the water district board, apologized for not conducting enough outreach to residents and called on staff to begin setting meetings.

Ben Horenstein, the district’s general manager, said the staff will “go back and explore every opportunity” to move the piping placement and pumping station away from residential areas.

Environmentalists such as Fairfax residents Frank Egger, director of the North Coast Rivers Alliance, and Chance Cutrano, programs director at the Resource Renewal Institute, raised concerns about the district’s claiming the pipeline to be exempt from state environmental review because it is an emergency project. They said the project could put more strain on the already high water demands from the Sacramento-San Joaquin Delta, which they said could exacerbate impacts to endangered species such as delta smelt.

“I know this is a hard decision,” said Cutrano, who is also a Fairfax Town Council member. “I really hope you all can put some guardrails on this prior to any step forward because I think we are just perpetuating a fantasy if we think that this pipeline is going to really save us or placate us.”

In addition to the construction materials, the board also voted unanimously on Tuesday to enter into an agreement with the Contra Costa Water District to aid Marin in water purchases and the use of its facilities to bring the water to Marin. The Marin Municipal Water District estimates that the water purchases and the use of Contra Costa’s water system could cost \$8 million to \$9 million.

(3)

The board's decision to begin buying construction materials now comes with risk because the sales are non-refundable, according to district staff. So if this winter brings a deluge of rain that knocks the agency out of its water shortage, the district could be stuck with miles of pipe and other materials.

However, staff said the pumping stations, water tanks and up to 50% of the pipe can be put to other uses such as pipe replacement projects and

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Thursday, 10/21/2021 Page .A01

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Teresa Lerch

From: Mark Millan <millan@datainstincts.com>
Sent: Sunday, October 24, 2021 10:33 AM
To: Undisclosed Recipients
Subject: In this California county, one town has no water. Another has enough to share - Washington Post 10.22.21

In this California county, one town has no water. Another has enough to share.

Scott Wilson, Washington Post 10.22.21 Link: https://www.washingtonpost.com/national/in-this-california-county-one-town-has-no-water-another-has-enough-to-share/2021/10/21/a04df778-2b92-11ec-9e50-971e1983edc6_story.html

FORT BRAGG, Calif. — This town took a big step toward making fresh water along the rocky, wild North Coast of California.

As its wells ran dry this month, town officials looked to technology as an emergency measure, hoping to keep both residents and a lifeblood tourism industry with running faucets. The town spent \$335,000 on a desalination plant, a small machine of tubes and pumps that officials christened earlier this month. Turning brackish water into useful water, the plant now provides a quarter of the local supply.

Just a few miles down Highway 1, desperate residents of another town have been urged to buy thousand-gallon storage tanks to catch any water that may fall from the sky. And over the coastal range to the east, Ukiah is awash in water and has begun sending tankers full to its dry neighbors near the sea.

The vastly different ways these small towns between San Francisco and the Oregon border are managing their water supplies highlight how uneven California's brutal drought has been across the state — and even within a single county. Traditionally one of California's wettest, Mendocino County is now a confused mountain-and-valley geography of damp and dry as the climate changes.

This was the first year in memory that Fort Bragg could not sell its surplus water to Mendocino Village, an old lumber town of historic Victorians and homegrown boutiques. That town has run completely dry, and the only water it receives is trucked in from Ukiah, the Mendocino County seat. Tracing the water shipments nearly 70 miles from Ukiah through Fort Bragg and into Mendocino Village shows the unprecedented steps the haves and have-nots are taking to keep water flowing.

"We don't know how long this is going to last, and we expect the consequences of drought to grow worse with duration," said Jeanine Jones, the drought manager for the state Department of Water Resources. "That's what makes this so different."

The drying of the American West, as well as the inconsistencies of the winners and losers when it comes to its most precious natural resource, is evident from the rapidly retreating Great Salt Lake to shrinking Lake Tahoe, to the rain shadows cast by the Sierra Nevada and Rocky Mountains to the historic lows of Lake Mead, highlighted earlier this week when Vice President Harris visited.

The geology-caused inconsistencies are apparent in the vast Central Valley, where sandy, silty underground natural reservoirs keep well water available, even if wealthy farmers are the only ones who can afford to drill deeper and deeper to get it. San Diego County has plenty of water even though it is a near-desert, importing almost all of its supply from the shrinking Colorado River and historically wet Northern California.

Then there is the climate, shifting so quickly in recent years from wet to dry, cold to hot, that water officials at all levels of government have no way of predicting rainfall or the extent of future Sierra Nevada snow caps.

Earlier this month, the Sierra got its first snow dusting of the year while simultaneously, here and across much of Northern California, high heat and gusting wind prompted fire officials to issue a “red flag” warning of elevated fire risk. Storms are forecast for this weekend and into next week. While bringing much-needed rain and the possibility of raising reservoir levels, the storms overall are not expected to dent the drought.

California’s summer, from July through September, was the driest since 1895, when the government began keeping drought records. The state government’s calls for conservation, meanwhile, have resulted in well-below necessary savings.

“At this point we’re just trying to figure out what is going to happen next year,” said Tabatha Miller, the city manager of Fort Bragg, built largely on fractured rock that cannot hold water underground, a problem shared by many of California’s coastal towns. “Where do we get more supply? How do we store what we have? No one knows when this is going to end.”

The challenges within one county

This tale of three towns, all within the wine-and-weed country of Mendocino County, highlights how near-neighbors are confronting Year Two of a drought that came on faster and has the potential to last longer than others in the state’s recent history.

Many here settled in the county’s small, scattered towns decades ago as part of the post-Summer of Love, back-to-the land movement. And now everyone is trying to pitch in.

But Mendocino, which relies mostly on ground water, has a set of unique challenges that complicate efforts at conservation.

The county has not had a summer tourist season as big as this one for years, as people with pent-up wanderlust flow into the bed-and-breakfasts along this lovely coast. Tourists, though, bring more than just revenue to the town. They also drive up water use, complicating conservation efforts. Signs plastered across Mendocino Village, for example, warn visitors of “Severe Drought, Please Conserve Water, Our Wells Run Dry.”

The other issue undermining conservation efforts is the marijuana industry, made legal by state voters in 2016 but struggling to shed a half-century of outlaw culture, regulatory costs and closed-book accounting to meet state licensing requirements.

Today there are 1,100 cannabis farmers working their way through the county regulatory system. County officials estimate that there are more than 6,000 — and perhaps as many as 9,000 — illegal growers still operating large farms of the water-intensive crop.

“With the drought on top of this, people freaked out,” said John Haschak, a Mendocino County supervisor who sits on a local drought task force. “There isn’t enough water as it is in much of the county, and this crop is a big draw down.”

Along with its marijuana, Mendocino’s wine and pear crops are renowned. All have taken a hit, whether through the intentional fallowing of crops that farmers cannot water or fruit simply withering on the vine, depending on where the crops sit.

Glenn McGourty, a Mendocino County supervisor who also sits on the local drought task force, grows a variety of white-wine grapes on more than seven acres along the Russian River.

His allotment of river water was cut a few months ago, and he has no ground water to rely on. He will lose an estimated 40 percent of his crop this year — a figure, he said, that roughly mirrors the overall loss for Mendocino agriculture this season.

“Praying for rain is a pretty good start,” said McGourty, who has lived in the county for 34 years. “The rest is pretty complicated.”

Water to share

Ukiah has water to share — at least for now. But the climate here is changing rapidly, making some of the agreements it has reached to sell its water outside the county when it was one of the state’s wettest places appear shortsighted.

The drought, California’s worst in a century, came on so fast and deepened so quickly with hot, dry weather that it blindsided many county officials.

Lake Mendocino, a few miles outside Ukiah, is at one of its lowest levels in memory — the telltale “bathtub” rings show a series of high-water marks far above the current water line. In April, Gov. Gavin Newsom (D) used the lake as a backdrop for his announcement of an emergency drought declaration for parts of the North Coast, an order he extended this week to cover the entire state. His calls for a 15 percent reduction in water use statewide have not been met.

Even when full, Lake Mendocino does little for local farmers and businesses. An agreement reached in the 1950s, long before years-long droughts were imagined as regular occurrences in wet Northern California, requires Mendocino to send most of the Lake Mendocino supply south to Marin and Sonoma counties.

Ukiah itself sits on an alluvial aquifer, as does much of the Central Valley. It is silty and soft, absorbing water as it trickles down to the water table. This is ideal underground storage in contrast to the rocky hydrology of the rough North Coast. Even when the lake gets low, Ukiah has enough underground water to share with its more geologically challenged neighbors.

As the only Mendocino city with water, Ukiah is trucking it west over the steep Mendocino Range, carpeted with giant redwoods and fir, to Fort Bragg, now serving as a water way station rather than a source. The shipment amounts to 50,000 gallons a day at a cost of \$16,000 per shipment. A person uses an estimated 55 gallons a day, Fort Bragg officials said.

Ukiah received \$2 million from the state to help defray the costs, and the county itself subsidizes about \$800 of each shipment. Once it reaches Fort Bragg, the water is transferred into smaller tankers for home deliveries in Mendocino Village.

“The state wants this to be a one-time deal, and we want it to be a one-time deal,” said Haschak, a former public-school teacher who has lived in Mendocino since 1969. “It’s just not a sustainable model.”

None of the signs warning of drought and urging conservation are apparent along Ukiah’s roads, although county officials have set up an emergency drought committee and urge residents to save.

The town in the middle

Fort Bragg was named for [Braxton Bragg](#), a U.S. Army officer in the Mexican-American War who was then commissioned a general in the Confederate army. One of the general’s underlings gave the city its name, which has been a source of controversy for decades.

Cresting the curvy Highway 20 as it rises over the Mendocino Range, travelers slope down to the sea, skirt the coast for a few miles near the Noyo River, which empties at Fort Bragg into a windblown Pacific dabbled by white caps.

“Welcome to Fort Bragg,” the jolly greeting reads. “Save our Water.”

The town of about 6,000, not including the seasonal inundation of tourists, evokes the frontier and still emphasizes independence. The Heavenly Soles shoe shop and the Spunky Skunk toy store capture the small-business spirit of the place.

Earlier this month, a few days of rain helped fill the small reservoirs Fort Bragg has built in the past five years, offering a respite from imminent empty faucets across the town. Fort Bragg residents rely on private wells and the city’s water system that draws from a small reservoir and the Noyo River, which splits the town as it flows into the Pacific.

Fort Bragg officials had already informed Mendocino Village that it would not be able to sell the town, perched on a rocky promontory 10 miles to the south, water this year as it has done in the past.

They had their own shortages to worry about.

Over the first year of the drought, which coincided largely with the pandemic stay-at-home orders, town residents here cut their water use by 30 percent. But the lifting of the pandemic rules brought people here in huge numbers — “Our best year ever,” in Miller’s words — which helped wipe out those water savings.

“A lot of what’s happening in terms of water use now is simply the result of the state coming out of covid,” Miller said.

The desalination plant is unlikely to alter that fundamentally anytime soon, as town officials try to assess what the winter will bring and what will be needed next year.

Already, though, they are more optimistic about the plant than the steps they took during the last drought, including a townwide advisory to use disposable plates instead of those that needed washing, which led to clogged landfills and a lot of plastic waste.

The plant could produce 144,000 gallons of fresh water a day, a quarter of the town’s needs. Because the water flowing through it is brackish and not pure, salt-rich ocean water, the plant does not have to work as hard or draw as much electricity to purify it. Town officials do not expect water prices to rise as a result.

“We’re certainly looking at having to rely on it even more next year,” Miller said. “But this is definitely a temporary measure for us and for the region.”

Plastic tanks and bathtubs

There is no water in Mendocino Village, another big tourist draw along the well-traveled Highway 1. Not in the wells, not in underground reservoirs. Nowhere.

It is a town that logging made rich in the past century and a half — the large, graceful Victorians lining narrow streets that run toward the ocean a testament to that wealth.

One is the [Joshua Grindle House](#), graced by a carved, lacy Victorian overhang above its wraparound veranda. Grindle was a lumber magnate. A sign announcing that it was built in 1879 hangs at the driveway entrance, along with another pleading for guests to save water during their stay.

In the apple tree-lined backyard, once a large vegetable garden that has been cleared for conservation reasons, Kate Taylor recently hosted a “water workshop” attended by many business owners in town. She also joins conference calls each Monday morning with others in town to assess water conditions and share thoughts on conservation.

Taylor and her husband, Ken, bought the 10-room house nearly three years ago and turned it into an inn. “There are way more people in town right now with the end of covid,” Taylor said. “And, frankly, that is taking a real toll on the town.”

That is the “losing when winning” dilemma of being a tourist town, post-pandemic, in a place without water. Taylor did not take any water deliveries this year, mainly because Fort Bragg has ceased doing them directly. She did the previous year.

Mendocino Village residents are entirely dependent on water drawn from their private wells and what they can store in multiplying backyard tanks. There is no reservoir, no water system here on the stone shores of the Pacific.

Taylor has installed a 4,999-gallon plastic water tank, a new Mendocino architectural aesthetic that town leaders have urged owners to partially hide from view. “And, of course, it rained the day we put it up, so we missed all of it,” Taylor said. “It hasn’t rained since.”

She plans to buy a few more, and, meanwhile, has developed a way to use the unpotable water from the tanks and other “gray water” to irrigate a fallow garden that she hopes will soon be a draw for her guests. She has not had second thoughts about her move.

“There was a moment or two there during the pandemic, just wondering about our timing,” she said. “But nothing serious, and it really didn’t have anything to do with the water. This is just a great place to live.”

Heading toward the sea, visitors pass a patchwork baseball diamond, unwatered since the last rains. Art galleries and restaurants along the main strip in town are busy with masked tourists.

The Highlight Gallery is fairly typical. The managers do not allow customers to use the bathroom, guiding them politely across the street to the public ones. Among the employees, Sylvia Gilmore, a 68-year-old store assistant, said, “We subscribe to the ‘if it’s yellow, then it’s mellow’ rule.”

“We’ve all worked together for so long there’s no embarrassment,” said Gilmore, whose own Fort Bragg home’s well has run dry. She tried to have it dug deeper, to reach the sinking water table, but the well driller said that would be impossible because of the rock all around it.

The gallery just installed a large storage tank out back. Abiding by the rules, it tried with a small wood-plank fence to shield much of it from the street. It’s still pretty easy to see.

Across the street, in a former house of ill-repute during the peak mid-19th century logging years, Sue Gibson lives alone with “a dry well and a 1,000-gallon storage tank.” After enduring eight days without water, she turned to a friend to borrow enough to fill her bathtub, which she uses primarily to flush her toilet.

Private deliveries from Fort Bragg run \$315 each, a lot for many Mendocino Village residents who, like Gibson, live on fixed incomes.

“It’s become much worse, it really has, because of the warmer weather,” said Gibson, who has lived in Mendocino for more than three decades. “I don’t have enough knowledge to be optimistic or not. But I’m going to stay anyway.”

The stiff onshore breeze cools the sunny day to a temperature somewhere between shorts-and-sweatshirt and jeans-and-T-shirt weather. JoAnn Grant, born in Mendocino Village 71 years ago, is taking advantage of the cool to rake a quarter-acre or so of front yard, brown in places and a resilient green in others.

She has a well and a holding tank, the latter quite new and already one-third empty. The well sputtered empty days ago. Through a resigned smile, Grant gives the first answer to any question asked in these parts about how the drought will end.

“Pray for rain,” she said.

Grant is a daughter of the town, her father a logger in his day. She has known her neighbors for decades. What’s next, most likely, is the purchase of new storage tanks given the uncertainty surrounding the winter rains. Each will have to be hidden, she said, adding, “I really just don’t have the money.”

For now, it’s sponge baths and the occasional trip out of town to a friend’s house or hotel where, she said, “it feels so good to take a real shower.”

“We’re all kind of a mess,” Grant said. “But I don’t really care. I have no place to go and no one new to see anyway.

News Update



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Edicts to save water stiffen

DROUGHT

MMWD alters rules for irrigation, pools

By Will Houston

whouston@marinij.com

Most Marin County residents will be prohibited from turning on their sprinklers and drip irrigation systems under new drought restrictions starting in December.

The Marin Municipal Water District board voted unanimously Tuesday to adopt an ordinance that bans residents from using outdoor irrigation systems including overhead sprinklers and drip irrigation from Dec. 1 through May 31. Hand spot watering using a hose and spray nozzle or a watering can is still allowed.

Anyone who violates the rules will receive an

initial warning letter, then a \$25 fine for a second violation and a \$250 fine for further violations.

“The best thing folks can do is turn off those irrigation systems for the season and let our reservoir levels remain and be filled by this runoff,” said Emma Detwiler, district communications manager.

DROUGHT»PAGE 4

Drought

FROM PAGE 1

The watering restrictions apply to both residential and business customers, including golf courses.

The ordinance also bans residents from filling new swimming pools that aren't fully permitted before Dec. 1 and immediately bans refilling existing swimming pools that are fully drained. Violators will be fined \$1,000 without an initial warning. Ratepayers are still allowed to top off alreadyfilled pools. Prior to this, residents were only required to cover their pools; no restrictions were in place on filling or refilling empty pools.

The additional restrictions come as the district, which serves 191,000 residents in central and southern Marin, faces the possibility of depleting its local reservoir supplies next summer.

“We recognize that, based on the current water supply conditions, we need all the savings we can get from all of our customers across the board,” Carrie Pollard, district conservation manager, told the board on Tuesday.

③

of four — will be subject to penalties ranging from \$5 to \$15 for every 748 gallons in excess. The district charges rates based on every 100 cubic feet of water used, which equates to about 748 gallons.

From June to November, customers who use water above tier 2 levels — more than 44,135 gallons during their bimonthly billing cycle, or 184 gallons per person per day for a household of four — will be subject to the penalties of \$10 or \$15 for every 748 gallons of water in excess.

The new watering restrictions received mixed feedback from the public on Tuesday.

San Rafael resident Roger Roberts told the board that \$250 fines for irrigation violations are “far too lenient.”

“Two hundred and fifty dollars is not really sending the message,” Rogers said. “I would at least double all of those rates in order to make it clear that we're serious about water waste.”

Larkspur resident Ed Jameson urged the board to ban hand spot watering rather than drip irrigation, which he said would lead to less water waste.

2

4

Currently, the district limits overhead sprinkler use to one assigned day per week and drip irrigation to two days per week. Under the ordinance passed on Tuesday, these water restrictions would be in effect from June through November 2022.

The restrictions are only in place for the current drought, though Detwiler said the board has the ability to extend or modify them if conditions warrant it.

The district chose Dec. 1 as the start of the irrigation ban in order to align with excessive water use penalties that will take effect the same day. The penalties give customers a water allotment they can use during the district’s summer and winter billing cycles. Any water use above those levels will result in customers being charged extra on their bill.

From December to May, customers who use water above tier 1 levels — more than 15,709 gallons during their bimonthly billing cycle, or about 65 gallons per person per day for a household



“A hose gushes water onto adjoining soil areas with lots of runoff water being wasted,” Jameson said. “A can would be similarly wasteful.”

Pollard said the hose watering is meant only to spot water specific plants and for landscaping every so often, not to leave the hose on and running.

James Holmes of Larkspur told the board that hand watering is a reasonable way to balance conservation and being able to keep some landscaping alive.

More information about the district’s restrictions is at marinwater.org/waterrules.

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San Rafael, CA 94903-1795

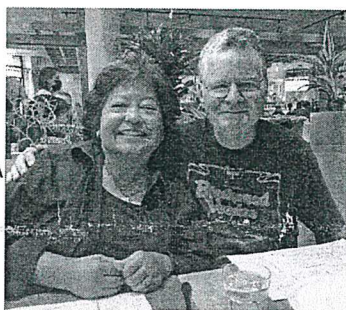


Neighborhood Notes

Neighborhood Notes

Compiled by Linda Levey
From Linda Levey

Jean Zerrudo & Steve Turgeon say So Long – Well it's final! Jean Zerrudo (raised in Santa Venetia and past SVNA President) has been talking about it for years and it's finally happened. Jean and Steve both retired, sold their home, and moved to Portugal. We wish them God-speed and hope they stay safe and have a fabulous life!



Kurt Huget is teaching guitar! And doesn't that sound like fun? If you are an interested senior, check out the calendar at Vivalon for various ongoing dates: www.vivalon.org/calendar

Marin Ace = Great Service – I went in to buy a couple of things and one guy stuck his head down the aisle to ask if I needed help. I told him what I was looking for and he led me to the right place. Then I was looking for something else and he again walked by and asked what I needed and helped me again. Then during check-out, the cashier must have said "Thank You" three times! It was so refreshing. What a pleasant experience I had shopping at Marin Ace.

Thanks to LGVSD - We had and heard complaints about nighttime lighting at the plant. A couple of neighbors reached out to Mel Liebmann and he was very helpful and got them turned way down. We pride ourselves for our Dark Skies policies in Santa Venetia so if you notice a lighting problem, please reach out and sometimes you'll be surprised how quickly it can be resolved.

Shout out to Jim Walsh and his Really Big Garage Sale! We were very excited to see the return of this great community event after having to skip last year, and wanted to thank Jim for all his hard work. I hope everything went well, everyone had a great time, and everyone got a good chance to clean out their garages in anticipation of buying other people's stuff.

From Sue Ann Anderson



Pat Calhoon Update - Good news!! For those of you that remember our dear, former neighbor, Pat Calhoon, she is doing great! I was getting a little worried because I hadn't heard from her in a while, but it was just because she is busy and enjoying life near one of her sons in Chico! Here's her address if you would like to write

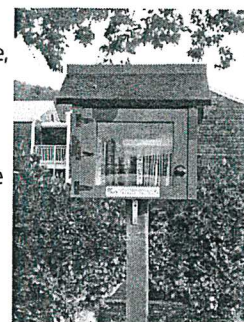
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her! I know she would love to hear from you! -
Pat Calhoon, Sierra Sunrise, 2950 Sunrise Terrace,
Apt 103, Chico, CA 95928

From Maureen Williams

Parnow has put a Little Free Library out front by the green bench/bus stop. Take a book, share a book, whatever works, enjoy! Spread the word. (Thanks to some key people for making this happen). For more information, visit www.littlefreelibrary.org



From Bill Hale

Pupusas coming soon to Bogie's old location listed as Pupuseria Blankita LLC, Blanca E. Orellana, of San Pablo.

From Sandy Fullerton

Just Wondering... Is there any definitive pronunciation guide for the street names in Santa Venetia's "Lower Scabo"? Here are some examples: Is N. San Pedro San PAY droh or San PEE droh? Is Vendola VEN doh luh or Ven DOH luh. Is Rincon RINK in, Rin KONE or Rin KHAN; is Mabry MAY bree or MAH bree? Any others?

From Marilyn Bagshaw (posted on Nextdoor)

Kindness Shown to Me Today... I was in line behind a man checking out his groceries at Andy's Market at Loch Lomond. He turned in my direction and asked the cashier to add my items to his total. I will never forget how deeply touched I was, and always will be. I thanked him. He told me to have a nice day. I will always carry this feeling of his kindness with me.

From All of Us

Veteran's Day is November 11, 2021. This is the day we honor those who have served our Country. Due to COVID-19, the County of Marin is working with stakeholders and Health and Human Services to identify the format, virtual or in-person, for this year's Veteran's Day ceremony. Please check www.marincounty.org/news for more information on this year's event.

United Against Hate Week is November 14–20, 2021. We stand United Against Hate! For more information, visit www.unitedagainsthateweek.org

Here's What's Cookin'

• Tes Lazzarini, tesarini@yahoo.com

This is one of my family's favorite Pumpkin recipes. Topped with whipped cream is great, but we prefer it with Vanilla Ice Cream or even better Pumpkin Ice Cream.

STEAMED PUMPKIN CAKE (from the Rival Crock Pot 3 Books in 1 Cookbook)

1½ cups all-purpose flour, 1½ tsp baking powder, 1½ tsp baking soda, 1½ tsp ground cinnamon, ½ tsp salt, ¼ tsp ground cloves, ½ c unsalted butter - melted, 2 cups packed light brown sugar, 3 eggs - beaten, 1 can (15 oz) pumpkin puree

1. Grease well (I use cooking spray) 2 or 2½ qt soufflé dish or baking pan that fits into your Crock Pot slow cooker; set aside. Combine flour, baking powder, baking soda, cinnamon, salt, and cloves in medium bowl; set aside.
2. Beat butter, brown sugar, and eggs in large bowl with electric mixer on medium speed until creamy. Beat in pumpkin. Stir in flour mixture. Spoon batter into prepared soufflé dish.
3. Prepare foil handles (see below for instructions). I press them so they are flat against the bottom & sides, then fill Crock Pot with 1" hot water. Place soufflé dish into Crock Pot. Cover and cook on HIGH 3-3½ hours or until wooden toothpick inserted comes out clean.
4. Use foil handles to lift dish from Crock Pot. Cool 15 minutes. Invert cake onto dish. When serving cut into wedges and serve with whipped cream or ice cream, if desired.

Foil Handles: Tear off four 18" x 3" strips of heavy-duty foil folded to triple thickness. If you use regular foil, tear off four 18" x 4" strips, fold in half, then half again. Crisscross foil strips in a spoke design and place in slow cooker. Place soufflé dish in center of the strips. Pull foil strips up and over dish. (Note: I fold them over the side).



Las Gallinas Valley Sanitary District Board Announces Upcoming Opening of Board Member Position

• Mike Prinz, General Manager, 415-526-1511, mprinz@lgvdsd.org

Director Rabi Elias has announced his intent to resign from the Las Gallinas Valley Sanitary District Board of Directors, effective December 2, 2021, citing personal reasons for his decision. Mr. Elias has served on the Board since 2013. Having been the public works director for the Town of Ross and San Anselmo, he brought a great deal of expertise and knowledge in civil engineering and public works and has been instrumental in the Board's guidance of the District's infrastructure improvements. "It's been an honor working alongside Rabi while at Las Gallinas. He has been a thoughtful and fully engaged member of the Board, providing excellent service to our community," said Crystal Yezman, current Board President. "He will be sorely missed."

Rabi's resignation will leave a vacancy on the Board and an opportunity for a resident of the District to be appointed to serve out his term through December 2022. Anyone interested in applying will be able to submit applications the first two weeks of December following his resignation. The Board will discuss and determine the timing, process, and application period for filling Mr. Elias's seat at their meeting on December 2, 2021. Candidates interested in filling the upcoming vacancy must live in the District's 16 square mile service area, which encompasses the northern part of the City of San Rafael and surrounding unincorporated areas of Marin County, including Lucas Valley, Marinwood, Santa Venetia, and Terra Linda. Serving on the Board is a great opportunity to be engaged in policy-making decisions about the District and its services, give back to the community, and be part of achieving the District's mission.

EDITOR'S NOTE: You can access the LGVSD website for all sorts of information and to read their quarterly newsletter here: <https://tinyurl.com/3h78wyux>

Homeless Dogs and Cats

• Nanni Wurl, 415-472-3269

Russel Staffen did two mercy runs for homeless dogs, one in July and one in September, to The Tenderloin, Emeryville, and Oakland. I had great help from my friends both times!

in July, Andrea Kloh helped with bagging stuff and Tom Ellerman helped to fill the big dog biscuit boxes with kibble, biscuits, and water. And in September, Lisa McFarland did the bagging while Mandie McCabe filled the boxes with kibble, etc. And both times, Tom Ellerman put everything out for easy pick-up.

On the last trip, Russel discovered a new problem - many homeless people have cats with fleas. We are working on getting preventative medicines for his next trip.

I'm lucky to still have access to towels, bedding, toys, leashes, and dog coats. Mandie also donated stuff for the dogs and owners. As well, many thanks to the unknown dog owners who donated dog toys and water dishes! I was able to donate 19 boxes plus extra water. To know that the dogs are thirsty, besides being homeless, is too much for me! I am so glad that Russel connected with me and I can help.

EDITOR'S NOTE: If anyone has decent toys, canned food, or other supplies they wish to donate, they are always appreciated. As well, donations of money will be well-spent and can be mailed to 14 Vendola Drive.

A Decade of Watercolor Inspiration

Marin County Civic Center, 1st and 3rd Floor Galleries

• Libby Garrison, County of Marin, Department of Cultural Services, 415-473-6014, lgarrison@marincounty.org

September 2021 marks ten years that Marin County artist Cara Brown has been convening weekly groups to paint in watercolor. Over the past decade, more than 50 artists have participated in her groups, making it a regular part of their lives. Along the way, the group adopted the name "537 Magnolia Artists," after the address of NIZ Realty, Cara's mother's real estate office in Larkspur, where they meet weekly to paint. Their purpose - to pursue the artists' creative work and share their love of watercolor. The outcome is two-fold: the paintings, which reveal the artists' appreciation of their subjects, and a dedicated community of artists who share their lives with each other.

This retrospective exhibit showcases artworks by artists who are currently in the group - almost all of whom have been "a Magnolia" for more than five years - sharing with the broader community of art lovers in Marin, the celebration of a community of artists that has shown great devotion, consistency, and excellence over the past ten years.

The 537 Magnolia Artists have participated and won significant ribbons at the Marin County Fair's Fine Art Exhibit for many years. Their "Full Bloom" exhibit, comprised of 99 paintings of flowers, was the inaugural show at the Bartolini gallery in the summer of 2015, followed by "Incredible Edibles," an exhibit of food-related art, in the Redwood Foyer later that year. In 2019, the group returned to the Bartolini Gallery with "Walk in Beauty," an exhibit of paintings whose inspiration began in a moment when the artist was inspired by something they encountered in their lives.

Discover more about Cara Brown and the 537 Magnolia Artists at www.lifeinfullcolor.com

Shirley Fischer Named San Rafael Citizen of the Year. A Shout Out to Shirley Fischer!

• Linda Levey

I was so excited to read that Shirley Fischer was named San Rafael's "Citizen of the Year". We first met Shirley attending meetings in the 90's to develop the North San Rafael Vision and she continues to volunteer and advocate for our neighborhoods. And although she is a Terra Linda resident, she is a dues paying member of the SVNA. Well done Shirley!

If interested, you can visit the Anne T. Kent California Room (Marin County Library) for her Oral History: <https://tinyurl.com/338rmvta>

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Second Saturday Medians

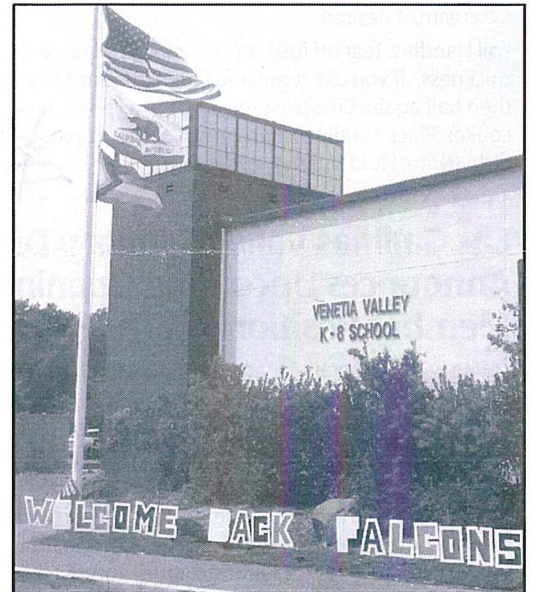
• Nanni Wurl

In August, our small group of volunteers worked on the median between Birch and La Pasada. It is our "step-median" because it gets the least attention. Working were Wayne Lechner, Mandie McCabe, and Carl & Helen Sitchler. The work is getting more strenuous since, with the exception of Mandie, none of us are in the prime of life. I know we need more help but unless somebody volunteers, like Mandie did, I have no idea how to get it. We need physical help not abstract suggestions, so if anyone knows anyone who might be willing to join us, please let them know.

In September, the work on "the median we love to hate" turned out well, far better than expected, for Mandie McCabe brought Kevin Rypma, her partner, who weed-whacked with Wayne Lechner. Mandie threw the oak leaves back on the median, as they make great mulch. I pruned and pruned off the pods of the fortnight lilies, I am anal about it. The plants will bloom faster if you do it. We all picked up litter and there was a lot more of it. We were satisfied with our work.

We would like to thank Allison Fuller and Joel Yau for loaning their green cans and Lurie Steese and Paula Kotzen for their donations. (Also, we discovered, Laurie was the unknown donor in July.) We appreciate their kindness.

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SVNA Community Meeting Tuesday,
October 26, 2021, 7pm. To RSVP for the Zoom link to
attend the meeting, please email SVNA@santavenetia.org

Rain lifts hopes for suppliers of water

By Will Houston

whouston@marinij.com

The Marin Municipal Water District logged nearly as much rain this past week as it did during all of last winter, making it the wettest October in more than 130 years.

The utility recorded more than 17 inches at its Lake Lagunitas reservoir between Oct. 18 and Monday, with 10.5 inches coming in on Sunday alone, according to district data. Typically, the district only sees an average of 2.8 inches of rain in October.

The last time the district saw close to this amount of rain in October was in 1890, when it received 26 inches. "It's really remarkable," said district communications manager Emma Detwiler.

The rain this week is also about a third of the 52 inches of rainfall the district receives in an average year and just a few inches shy of the 20 inches during the entire 2020-2021 water year — its second

driest year in 143 years of records.

As a result, water supplies in the district's seven reservoirs in the Mount Tamalpais watershed increased from 32% to 43% of total capacity, with the total storage increasing from about 25,772 acre-feet on Oct. 18 to 34,535 acre-feet on Monday. The reservoirs, which serve 191,000 resi-

RAIN » PAGE 4

Rain

FROM PAGE 1

dents in central and southern Marin, provide 75% of the district's water supply and rely entirely on rainfall runoff.

Local water officials say the rain is a welcome start to the upcoming rainy season, but that drought is not over. The district's reservoirs are usually around 67% full by this time of year. Last year, reservoir levels were at 63% of capacity.

"Even if we had not had the severity of the drought we have had to date, we would still consider 34,500 acre-feet to be a very dry year," said Cynthia Koehler, president of the district's board of directors. "It certainly does provide some relief in terms of the direness of the situation, but it does not take us out of a drought situation."

District staff also said the rains do not change the district's projections of potentially depleting local

pumping stations to have them ready by early next week should the pipeline project move forward.

A vote on a construction contract could take place in January if the coming months are dry.

"We are not letting up on our vigilance," Koehler said.

The North Marin Water District recorded about 7.6 inches of rain near its Stafford Lake reservoir — its second-highest October rainfall count on record dating back to 1916, according to Drew McIntyre, district general manager. The district's highest rainfall total for October was set in 1963 with 8.9 inches.

However, the rainfall didn't generate significant runoff because the watershed near Stafford Lake typically requires 7 to 8 inches of rain before the ground is saturated. About 300 acre-feet of water, or about 5% of the lake's capacity, was restored from the storm, McIntyre said. This week's rainfall was also nearly as much rain as the district saw in all of the 2020-2021 water year of 8.6 inches.

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reservoir supplies as soon as July should the district receive a similar amount of rain as it did last year. And residents should not expect water use restrictions to ease up as a result of this storm.

But this week’s weather was a “best case scenario” to begin refilling reservoirs, Detwiler said. The rains last week soaked the drought-parched ground, allowing much of the deluge from Sunday’s storm to flow into local reservoirs. By Monday morning, Mount Tamalpais had received close to 27 inches of rain in seven days.

“Another event like this could get us back up to average storage,” Detwiler said.

As the county awaits more rainfall, the district is also continuing to plan for projects to bring in additional water supply, including an 8-mile pipeline across the Richmond- San Rafael Bridge that could bring in water purchased from the Sacramento Valley. The district board voted last week to invest \$23.2 million to pre-purchasing piping, water tanks and



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“It set it up very well for what we hope will be some future storms coming down here,” McIntyre said.

The storm also helped prime the Sonoma Water agency to start receiving runoff for its two main reservoirs at Lake Sonoma and Lake Mendocino, Mc-Intyre said. Sonoma Water provides 75% of North Marin Water District’s supply and about 25% of Marin Municipal Water District’s supply.

“The initial storm did not undo a two-year drought,” McIntyre said. “We’re still advocating that our customers need to help us save water during this drought.”

MMWD tilts away from desal plan

By Will Houston

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The Marin Municipal Water District is moving away from plans to acquire temporary desalination plants and instead is exploring purchasing more water from Sonoma County during the winter months.

“We are determining that this is really not a feasible approach for the current drought where winter water does seem promising,” Paul Sellier, the district operations director, told the board on Oct. 19.

The district, which serves 191,000 residents in central and southern Marin, faces the potential of depleting local reservoir supplies as soon as next summer if this winter is as dry as the last. The recent storms have put the district in a better starting position, but district staff said reservoir levels are still well below average.

The district’s main backup plan is to potentially construct a pipeline across the Richmond-San

Rafael Bridge to bring in water purchased from the Sacramento Valley by next summer. The project could cost up to \$90 million.

However, the East Bay Municipal Utility District, which would partner with the Marin district to bring the water over the bridge,

DESAL»PAGE 2

Desal

FROM PAGE 1

said it can only pump in about 60% of the 13.5 million gallons per day that the pipeline could carry because of water pressure issues.

Marin water officials said they would need about 10,000 to 15,000 acre-feet of water per year to ensure residents have enough water for vital indoor uses such as cooking, sanitation and hygiene. Outdoor uses such as lawn watering would be banned.

The pipeline would only be able to bring in about 9,000 acre-feet of water with the East Bay district’s limitations, requiring Marin to find additional sources to make up the difference.

The Marin Municipal Water District has been looking into purchasing or renting between two to three portable desalination plants as another water supply option. All three plants would be able to provide about 5.4 million gallons of treated San Francisco Bay water per day, or about 7,000 acre-feet of water per year. 140

“The facilities already exist to deliver it,” Sellier told the board.

Seymour said the district would be paying the same rate as it already does under its agreement. The agency charges Marin Municipal Water District about \$1,200 per acre-foot of water.

Unlike desalination, where there is a seemingly endless supply of water to treat, Marin would be relying on adequate flows in the Russian River. In August, the state ordered 1,500 water rights holders to stop diverting water from the Russian River in response to low reservoir levels.

But Seymour said there are usually natural excess flows in the river during the winter even during dry years. And the agency would still work to ensure that state-mandated minimum flows for wildlife are met.

“These are flows that are above and beyond during the winter that would just end up flowing out into the ocean,” Seymour said. “We’re not talking about huge amounts of water either.”

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The three facilities would cost about \$35 million to rent and \$6 million per year to operate, according to district staff.

However, the Marin Municipal Water District staff has been in discussions with the Sonoma Water agency to purchase more Russian River water during winter and spring when flows are naturally higher. Sonoma Water already provides about 25% of the district's water supply.

This option would allow Marin to secure the water without having to make significant investments and undergo a lengthy permitting process among state and federal agencies, according to Sellier.

Sonoma Water engineer Donald Seymour said the Russian River water that would be provided to Marin would otherwise flow out to the ocean.

"We don't have another reservoir to put it in, but MMWD can use it to offset the use of their own reservoirs and make sure they fill and have adequate water supplies for the summer," Seymour said.

Sellier said Marin could secure about 2,000 to 6,000 acre-feet of additional Russian River water through the North Marin aqueduct between October and May.

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Seymour said the agreement would be similar to what the North Marin Water District did last winter when it bought 1,100 acrefeet of Russian River water to put into its Stafford Lake reservoir.

One issue that would need to be worked on before winter water purchases begin is Sonoma Water's agreement to reduce water diversions, including those to Marin, by 20% until Dec. 10. The reduction was part of an agreement with the state that allowed the agency to release less reservoir water into the Russian River for wildlife in order to preserve more water for people.

Seymour said the agency is working with the State Water Resources Control Board to make an exemption for high winter flows.

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Teresa Lerch

From: Mark Millan <millan@datainstincts.com>
Sent: Tuesday, October 26, 2021 12:29 PM
To: Undisclosed Recipients
Subject: New surveys reveal growing acceptance of water reuse - WaterWorld 10/25/21

New surveys reveal growing acceptance of water reuse

WaterWorld Oct. 25, 2021

A recent survey of the UK, Spain and the Netherlands found that up to 75% of respondents supported water recycling for drinking. Where the public was previously thought to be opposed, water reuse is becoming widely accepted.

A new set of European surveys have revealed that the public reaction to wastewater recycling may not be as bad as previously thought.

An anticipated negative perception of water recycling, or wastewater reuse, is frequently cited as a stumbling block when delivering large-scale water recycling projects. However, the new surveys have revealed that the public is more open to wastewater recycling than the water sector has historically believed.

Issued by Cranfield University to over 2500 participants in the UK, Spain and the Netherlands, the surveys focused on recycled water for drinking purposes and recovered nutrients to grow food. They intended to find up-to-date views on the state of acceptance of wastewater recycling for direct potable reuse, especially with more projects coming online.

Survey results and social networks

Headline results showed that in the Netherlands, 75 percent of respondents supported or strongly supported the use of recycled water for drinking, compared to 67 percent in the UK and 73 percent in Spain.

Interestingly, there was also a higher support for consuming food grown using recovered nutrients from wastewater than drinking recycled water in all three countries (75 percent in the Netherlands, 74 percent in the UK, and 85 percent in Spain).

Heather Smith, senior lecturer in Water Governance at Cranfield University, said this is due to the perceived closer connection between clean water and wastewater than recovered nutrients and food.

“We looked at the drivers behind people's reactions, and there is a powerful influence from what we call social norms. Opinions on both recycled water and food were strongly affected by beliefs in their immediate networks.”

The surveys were part of Horizon2020 (H2020) NextGen, a collaboration that aims to drive the circular economy in Europe through a wide range of water-embedded resources, including water, energy and materials.

Jos Frijns, resilience management & governance team leader at KWR, the coordinating organisation behind NextGen, said that there had been a recent shift in water reuse, especially in the public sector.

“Five years ago in the Netherlands, the suggestion of the direct potable reuse of wastewater would have certainly been seen as a no-go. The water industry would say the general public wouldn’t want this. However, this mindset is now shifting.”

Results from the surveys are expected to be fed into long-term public engagement strategies for water recycling projects.

Link: [New surveys reveal growing acceptance of water reuse | WaterWorld](#)

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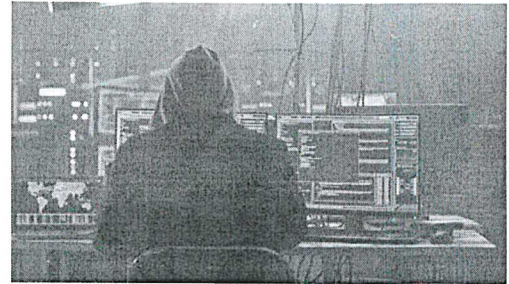
Ransomware Attacks On Drinking Water, Wastewater Utilities Are Increasing



By [Peter Chawaga](#)

A slew of recent attacks makes it clear that critical infrastructure like drinking water and wastewater utilities are under increasing threats from cybercriminals and bad actors. And recent revelations from authorities are demonstrating that the problem may be even worse than previously known.

“U.S. authorities said ... that four ransomware attacks had penetrated water and wastewater facilities in the past year, and they wanted similar plants to check for signs of intrusions and take other precautions,” *Reuters* reported, citing an alert from the Cybersecurity and Infrastructure Security Agency (CISA). “CISA said that it was seeing increasing attacks on many forms of critical infrastructure, in line with those on the water plants.”



Recent hacking attacks have gotten dangerously close to poisoning drinking water in [Florida](#), the [Bay Area](#), and [Baltimore](#). Most recently, hackers mounted attacks against wastewater facilities in Maine and California as well.

“Attacks at an unnamed Maine wastewater facility three months ago and one in California in August moved past desktop computers and paralyzed the specialized supervisory control and data acquisition (SCADA) devices that issue mechanical commands to the equipment,” per *Reuters*. “The Maine system had to turn to manual controls, according to the alert co-signed by the FBI, National Security Agency and Environmental Protection Agency.”

The increase in cyberattacks against these most critical facilities has prompted federal action, including [vows from President Biden](#) to better protect water systems. But ultimately, it may be up to drinking water and wastewater treatment utilities themselves to take additional measures to stave off such attacks.

“Water treatment plants tend to invest in physical infrastructure rather than IT resources, and tend to use outdated versions of software, both of which leave them susceptible to attack,” *Wired* reported, referencing the recent CISA alert. “The joint FBI/CISA/NSA/EPA memo gives new detail into how many confirmed attacks have taken place in recent months, and it offers some guidance for critical infrastructure operators on how not to be the next victim.”

To read more about how critical infrastructure like drinking water and wastewater utilities can protect against cyberattack, visit Water Online's [Resiliency Solutions Center](#).

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