



Central Marin Sanitation Agency

COMMISSION SPECIAL MEETING AGENDA

Thursday, April 12, 2018

at the Agency Office

7:00 p.m.

Members of the public may directly address the Board on any item appearing on the Agenda. They may address the Board when the item is called by the Board Chair and he/she indicates it is the time for the public to speak to the agenda item. Audio and video recordings will be made of this meeting and will be posted to the Agency website.

1. 7:00 p.m.: Call Meeting to Order/Pledge of Allegiance

2. Roll Call

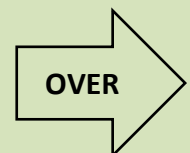
3. Open Period for Public Participation

Open time for public expression, up to two minutes per speaker, on items within CMSA's jurisdiction and not on the Board of Commissioners' agenda. The Board will not discuss or take action during open time.

4. Consent Calendar

Matters listed under this item are considered routine and will be enacted by one motion. The consent calendar may include resolutions; therefore, the motion, second, and vote will also be applicable to the resolution and recorded accordingly. There will be no separate discussion of these items unless requested by a member of the Board or the public prior to the time the Board votes on the motion to adopt.

- a) Minutes—Regular Board Meeting—March 13, 2018
- b) Treasurer's Report—Operating Account—March 2018
- c) Schedule of Investments—March 2018
- d) NPDES, Process, and Maintenance Report—March 2018
- e) Performance Metric Report—March 2018
- f) FY 2018 Asset Management Program—Third Quarter Report
- g) Revised Administrative Policies and Procedures
- h) Associate and Assistant Engineer Job Descriptions
- i) Health and Safety Program Management Series Classification
- j) Met Life Investment Withdrawal



5. **GASB 75 Actuarial Valuation Report**
Recommendation: Accept the Agency's GASB 75 Valuation Report, and provide comments or direction to the General Manager, as appropriate.
6. **Revised Recruitment and Selection Policy—Personnel Policy #208**
Recommendation: Approve the revised Personnel Policy #208: Recruitment and Selection.
7. **Operations Department Succession Planning**
Recommendation: Approve the Assistant Operations Supervisor Job Description and compensation range, and authorize the General Manager to add the position to the Agency's organization structure to allow implementation of the Operations Department's succession plan.
8. **Draft 2018 CMSA Joint Powers Agreement**
Recommendation: Review the draft 2018 CMSA Joint Powers Agreement, and provide direction to staff as appropriate.
9. **North Bay Watershed Association (NBWA) Report***
10. **Oral Reports by Commissioners/General Manager***
11. **Next Scheduled Meeting**
Tuesday, May 8, 2018 at 7:00 p.m. at the Agency office.

*Information not furnished with Agenda

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Central Marin Sanitation Agency at 415-459-1455. For auxiliary aids or services or other reasonable accommodations to be provided by the Agency at or before the meeting, please notify the Agency at least 3 business days in advance of the meeting date (meeting is the second Tuesday of each month). If the Agency does not receive timely notification of your reasonable request, the Agency may not be able to make the necessary arrangements by the time of the meeting.



Central Marin Sanitation Agency

COMMISSION REGULAR MEETING MINUTES
Tuesday, March 13, 2018
at the Agency Office

Note: The minutes are an official record of the Board meeting.

There are also official audio and video recordings available on the Agency's website at www.cmsa.us.
 The time stamps on these minutes refer to the items' start times on the video recording of the meeting.
 Please contact CMSA at 415-459-1455 for information about receiving a copy of these records.

1. Call Meeting to Order/Pledge of Allegiance

Chair Furst called the meeting to order at 7:04 p.m. A quorum was present.

Chair Furst read a brief announcement regarding the teleconference by Michael Boorstein, who was calling in from San Diego.

2. Roll Call

00:01:10

Present: Chair Diane Furst; Commissioners Michael Boorstein, Maribeth Bushey, Dean DiGiovanni, and Dan Hillmer; and Alternate Commissioner Doug Kelly (for Tom Gaffney)

Note: Commissioner Bushey arrived at 7:15 p.m.

Absent: Tom Gaffney

Staff present: Jason Dow, General Manager; Michael D. Brown and Ryan Ramos, Michael D. Brown Consulting Engineers, LLC; and Kate Brouillet, Recording Secretary

Public present: Felicia Newhouse, RVSD

3. Open Period for Public Participation

00:01:30

There were no comments from the public.

4. Consent Calendar

00:02:00

- a) Minutes—Regular Board Meeting—February 13, 2018
- b) Treasurer's Report—Operating Account—February 2018
- c) Schedule of Investments—February 2018
- d) NPDES, Process, and Maintenance Report—February 2018
- e) Performance Metric Report—February 2018
- f) Revised Travel Expense Reimbursement Procedure
- g) CMSA Investment Policy—Financial Policy #531

Comments from the Public:

There were no comments from the public.

Chair Furst asked for a motion on the Consent Calendar. There was no discussion by the Board.

ACTION: Commissioner Hillmer moved to approve the Consent Calendar items; second, Commissioner DiGiovanni.

Ayes: BOORSTEIN, DIGIOVANNI, FURST, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

Chair Furst stated that Commissioner Bushey was slightly delayed, and asked to reorder the next couple of items and revisit Item #5-*Excess Power Sale Options* after she arrived. The Board agreed.

6. Reschedule the April 2018 Board Meeting **00:03:35**

GM Dow stated that staff proposes rescheduling the April Board meeting from Tuesday, April 10 to Thursday, April 12. He stated that he contacted several Board members and all he spoke with were available on April 12.

The Board briefly discussed the April meeting date change and concurred the April 12 date would be acceptable. Commissioners DiGiovanni and Hillmer stated they might not be able to attend the April 12 meeting. Commissioner Hillmer stated he will establish an alternate representative, and Commissioner DiGiovanni may teleconference.

Comments from the Public:

There were no comments from the public.

Chair Furst asked for a motion.

ACTION: Commissioner Kelly moved to cancel the April regular Board meeting on Tuesday, April 10, and schedule a special meeting for Thursday, April 12 at 7:00 p.m. at the Agency office; second, Commissioner DiGiovanni.

Ayes: BOORSTEIN, DIGIOVANNI, FURST, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

7. Financial Audit Services Contract with Cropper Accountancy Corporation **00:07:21**

GM Dow stated that Chavan and Associates has audited the Agency's financial statements for the past six consecutive years, and in accordance with an internal

Agency policy and concurrence by the Board's Finance Committee, finance staff developed a request for proposal for financial audit services and sent it to qualified certified public accounting firms in the San Francisco Bay Area that audit local government agencies. He stated that staff evaluated the proposals and selected Cropper Accountancy Corporation based upon their qualifications, proposed scope of work, and experience performing financial audits of local wastewater agencies. He stated that Cropper currently audits five comparable wastewater agencies and believes they are a good fit for the Agency's financial auditing needs. He stated Cropper's audit fee is \$18,500 per year for each year of the four-year contract with no fee escalator per year.

Comments from the Public:

There were no comments from the public.

Chair Furst asked for a motion. There was a brief discussion by the Board.

ACTION: Commissioner Hillmer moved to approve the financial audit services contract with Cropper Accountancy Corporation for FY 17/18 – FY 20/21, and authorize the General Manager to sign it; second, Commissioner Kelly.

Ayes: BOORSTEIN, BUSHEY, DIGIOVANNI, FURST, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

5. Excess Power Sale Options

00:13:25

GM Dow stated that excess power delivery has been a priority for the Agency and is a strategic objective in the Agency's FY 18 Business Plan. He then described the progress that has been made moving forward with this initiative.

GM Dow stated that at the October 2017 meeting, staff presented a draft Small Generator Power Sale Agreement (PPA) between Marin Clean Energy (MCE) and CMSA, under which MCE would purchase the Agency's future excess power. He stated that staff highlighted several revisions in the draft PPA that were suggested by staff and accepted by MCE. He stated that after the PPA discussion, the Board formed an ad hoc Energy Committee comprised of Commissioners Bushey, Gaffney, and DiGiovanni, to work with staff to perform a thorough review of the PPA and bring a recommendation back to the Board at a future meeting.

GM Dow stated that since then, staff and the Committee met several times to review and discuss the PPA, identify terms and conditions that if revised would improve the PPA clarity and consistency between its provisions, and draft revisions for staff to propose to MCE for consideration. He stated that staff presented the Committee's suggested revisions to MCE staff on multiple occasions, with MCE responding that additional revisions would not be accepted for various reasons. He stated that at its last meeting, the Committee decided to bring the PPA to the full

Board to discuss and decide if the Agency should contract with MCE, or consider another renewable energy PPA. He stated that staff is specifically seeking Board direction on contracting with MCE, because the reserved \$0.105/ kWh purchase price expires on March 20, 2018 and will not be extended by MCE. He stated that if the Board approves the MCE PPA, a decision would also need to be made on the PPA term – 10, 15, or 20 years.

GM Dow then introduced Mike Brown from MDB Consulting Engineers, the Agency's energy consultant.

Mr. Brown gave a presentation that compared the economics and differing terms of the Marin Clean Energy's Feed-in-tariff (FIT) program, PG&E's Renewable Energy Marketing Adjusting Tariff (ReMAT), and PG&E's Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT). He stated that the MCE-FIT program appears to be the most economically and administratively viable of the three programs.

The Board discussed the presentation and asked various questions regarding infrastructure and distribution cost factors; resource adequacy and rulings; Appendix D, point #5, the facility's contract capacity and name plate rating, and point #7, expected annual energy output of the facility; Appendix A-Definitions; and contractual terms, risk, and potential penalties.

GM Dow, Mr. Brown, and Mr. Ramos responded to the Board's questions.

Chair Furst asked if MCE could modify the agreement to define "product" as not including resource adequacy, and the "product" definition clarified to mean only excess energy and its green attributes. GM Dow responded that staff has asked for these changes and they were not accepted by MCE.

The Board agreed to approve the MCE-FIT contract with a 10-year term, and Appendix D completed with the following information:

- Appendix D, #5 to read "0-750"
- Appendix D, #7 to read "0-1,314,000"

Comments from the Public:

There were no comments from the public.

Chair Furst asked for a motion.

ACTION: Commissioner Kelly moved to approve the Small Renewable Generator Power Purchase Agreement Between CMSA and MCE for a 10-year contract term, with the above noted information completed in Appendix D; second, Commissioner DiGiovanni.

Ayes: BOORSTEIN, DIGIOVANNI, FURST, HILLMER, KELLY

Nos: BUSHEY

Abstentions: NONE

8. New Laboratory Analyst Job Description **01:55:14**

GM Dow stated that to comply with the new environmental laboratory accreditation standards, the Board's Finance Committee and staff reviewed and evaluated options for the Agency and recommended hiring a new laboratory analyst. He stated that if approved by the Board tonight, Koff & Associates will begin the recruitment in April 2018 with the intention to fill the position in June 2018. He stated that the new position's job description is attached to the staff memo, and is a SEIU represented position. He stated that staff recommends the Board approve a new laboratory analyst position with a 5-step salary range of \$7,360 - \$8,946 per month.

Chair Furst asked if this position would be a candidate for the newly Board-approved 2-step hiring and recruitment process. GM Dow stated that he recommends that this be a one-step process, as there are no changes to any other positions or compensation ranges, and the job description and compensation range have been reviewed by SEIU Local 1021 and they had no objections.

The Board briefly discussed the new position and asked if it was included in the 5-year revenue plan. GM Dow responded that it has been included in the plan.

Comments from the Public:

There were no comments from the public.

ACTION: Commissioner DiGiovanni moved to approve the new Laboratory Analyst Job Description and 5-step compensation range; second, Commissioner Hillmer.

Ayes: BOORSTEIN, BUSHEY, DIGIOVANNI, FURST, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

9. Financial Policy #555: Multi-Year Revenue Plan **01:58:50**

GM Dow stated that staff and the Board's Finance Committee presented the revenue plan guiding principles to the Board at its February 13 meeting, the Board approved the guiding principles with revisions, and directed staff to incorporate the guiding principles into an Agency Financial Policy. He stated that staff reviewed the Agency's Financial Policy Manual and determined that the guiding principles could not cleanly be integrated into a single policy, and decided to draft a separate policy for Board review, discussion, and consideration of approval.

Comments from the Public:

There were no comments from the public.

There was no discussion by the Board.

ACTION: Commissioner DiGiovanni moved to approve Financial Policy #555: Multi-Year Revenue Plan; second, Commissioner Kelly.

Ayes: BOORSTEIN, BUSHEY, DIGIOVANNI, FURST, HILLMER, KELLY
Nos: NONE
Abstentions: NONE

10. North Bay Watershed Association (NBWA) Report 02:00:25

Chair Furst attended the March 2, 2018 NBWA Board meeting and stated that Jerry Meral gave a presentation on water supply and the Water Quality Act of 2018 which covered safe drinking water, watershed restoration, fish and wildlife habitat conservation, and infrastructure repair. She said that Krishna Kumar, General Manager of Marin Municipal Water District, gave an overview of what is new at the district, and Michael Ban, Environmental & Engineering Services Division Manager, provided an overview of dam safety at MMWD facilities. Chair Furst said the last presentation was by Greg Andrew, fisheries program manager at MMWD, who discussed a habitat enhancement project in Lagunitas Creek aimed at improving winter habitat for salmonids and freshwater shrimp which are on the endangered species list.

11. Oral Reports by Commissioners/General Manager 02:03:37

GM Dow referred to his handout and reported that revisions in the draft JPA agreement have been approved for the most part, pending final edits by SD2 and RVSD.

Commissioner Kelly reported that the JPA revision draft is on RVSD's upcoming Board meeting agenda.

12. Next Scheduled Meeting 02:04:04

Special meeting, Thursday, April 12, 2018 at 7:00 p.m. at the Agency office.

Chair Furst adjourned the meeting at 9:10 p.m.

Respectfully submitted,

Kate Brouillet, Recording Secretary

Diane Furst, Chair

Central Marin Sanitation Agency
Treasurer's Report - Operating Account
For the Month of March 2018

I. Accounts Summary: Bank & Investment Accounts

Summary of Bank & Money Market Accounts

Westamerica Bank - Account Activity shown below	\$ 415,062.26
Local Agency Investment Fund (LAIF) - Refer to Schedule of Investments	14,479,171.26
California Asset Management Program (CAMP) - Refer to Schedule of Investments	363,671.20
Total Bank & Investment Accounts: Ending Balance on March 31, 2018	<u>\$ 15,257,904.72</u>

II. Account Activity for Westamerica Bank

Beginning Balance on March 1, 2018 427,035.44

Cash Receipts (Deposits into Westamerica):

Transfers from LAIF	800,000.00
Capacity Charges: SRSD - 185.5 Fixture Units	68,783.30
Permit and Inspection Fees	600.00
RVSD - FOG Program (FY18 2Q: Oct-Dec)	1,714.12
Revenue from Haulers & RVs	11,948.91
Revenue from Organic Waste Programs	11,452.10
SQSP Wastewater Services Contract (FY18: January)	89,908.83
SQ Village Operations & Maintenance Contract (FY18: January)	1,060.21
Misc Revenue: CSRMA Pooled Liability Dividend, MetLife Dividend	18,753.00
Expense Reimbursement from NSD for Rigging Training	1,142.86
Miscellaneous Reimbursements: Refund State CA diesel fuel tax, CalCARD reimbursement from employee	472.00
Void check #16454	459.00
Total Cash Receipts	<u>\$ 1,006,294.33</u>

Cash Disbursements (Withdrawals from WestAmerica):

March 2018 Operating account disbursements register (see attached)	\$545,980.57
Regular Payroll paid 03/02/18	141,272.21
Regular Payroll paid 03/16/18	136,181.96
Regular Payroll paid 03/30/18	132,866.95
Transfers to EFTPS Federal Payroll Taxes (03/07, 03/21, 03/30)	59,733.34
Final Separation Pay (1)	2,075.83
Bank Fee	156.65
Total Cash Disbursements	<u>\$1,018,267.51</u>
Ending Balance on March 31, 2018	<u>\$ 415,062.26</u>

Prepared by: 
Kenneth Spray, Administrative Services Manager

Reviewed by: 
Jason Dow, General Manager

Central Marin Sanitation Agency
Operating Account Disbursements Register
For the Month of March 2018

Check Number	Date	Vendor/Payee	Amount	Description
16516				Last check # from prior month's register
16517	03/01/18	Phillip Frye	212.97	Reimbursement for retiree health benefits by check
16518	03/01/18	James L. Johnson	183.34	Reimbursement for retiree health benefits by check
16519	03/05/18	California Public Employee	4,127.45	Contribution to Retiree Health Benefits Trust Fund, PPE 02/24/2018 (Note C)
16520	03/05/18	California State Disbursement	250.50	EE Garnishment, PPE 02/24/2018 (Note A)
16521	03/05/18	ICMA Retirement Trust-457	7,678.00	Deferred compensation contributions, PPE 02/24/2018 (Note A)
16522	03/05/18	Navia Benefit Solutions	607.68	Flexible spending account, PPE 02/24/2018
16523	03/05/18	SEIU Local 1021	1,065.67	Union dues, PPE 02/24/2018
16524	03/08/18	AireSpring	711.12	Telephone service, February 2018
16525	03/08/18	Caltest Analytical Laboratory	1,652.32	Lab analyses
16526	03/08/18	Cheyenne Livestock & Prod Inc	459.00	Safety supplies
16527	03/08/18	Evoqua Water Tech LLC	16,902.72	Hydrogen Peroxide (1 delivery)
16528	03/08/18	FLO-LINE Technology Inc.	4,480.56	Centrifuge sludge conditioning-ferric feed pump
16529	03/08/18	Flyers Energy LLC	3,572.82	Oil for cogeneration engine
16530	03/08/18	Hagel Supply Co.	330.90	Utility supplies, February 2018
16531	03/08/18	IEDA, Inc.	782.00	Labor relations consulting, March 2018
16532	03/08/18	Jackson's Hardware	132.34	Groundskeeping, February 2018
16533	03/08/18	Ken Grady Co., Inc.	334.90	Lab supplies: analyzer membranes/parts
16534	03/08/18	Lamotte Co.	99.35	Lab supplies
16535	03/08/18	Lystek International LTD	8,746.45	Biosolids beneficial reuse fee, February 2018
16536	03/08/18	Manco	587.55	Influent sampling pH sensor
16537	03/08/18	Marin Office Supply	649.22	Office supplies, February 2018
16538	03/08/18	Marin County Ford	29,291.79	Replacement vehicle: Ford Transit Wagon
16539	03/08/18	Medical Center of Marin	110.00	Hepatitis B vaccination, one employee
16540	03/08/18	Monica Oakley	3,191.04	Prof Svcs: Regulatory consulting, 01/27-03/02/2018
16541	03/08/18	Navia Benefit Solutions	50.00	Monthly fee
16542	03/08/18	Petaluma Mechanical Inc	499.10	Biogas dryer repair
16543	03/08/18	P.G.& E.	15,172.34	Electricity service, 1/12/2018-02/11/2018
16544	03/08/18	Recology Sonoma Marin	5,969.80	Biosolids hauling fee, February 2018
16545	03/08/18	Roy's Sewer Service, Inc.	4,062.50	OWRF and site sump cleaning
16546	03/08/18	S&P Global Market Intelligence	97.00	Annual maintenance fee
16547	03/08/18	Support Product Services, Inc	2,457.42	Bi-annual service of cogeneration engine emission analyzer
16548	03/08/18	Toyota of Marin	893.83	Vehicle service
16549	03/08/18	Russ Turnbull	207.00	Employee expenses eligible for Agency dental reimbursement
16550	03/08/18	Univar USA Inc	7,552.73	Sodium Bisulfate (1 delivery); Sodium Hypochlorite (1 delivery)
16551	03/08/18	Waste Management	15,341.02	Redwood Landfill biosolids reuse fee, February 2018
16552	03/08/18	Water Components & Bldg. Supp.	42.30	Maintenance parts & supplies
16553	03/15/18	Airgas USA, LLC	987.16	Nitrogen used during SulfaTreat replacement (1 invoice); nitrogen tank rental (1 invoice)
16554	03/15/18	Aramark Uniform Services	976.04	Uniform service, February 2018
16555	03/15/18	AT&T	365.58	Fax and emergency phone services, 03/07-04/06/2018
16556	03/15/18	CAL-CARD	6,946.28	State of California Purchase Card, January-February 2018
16557	03/15/18	Carollo Engineers, Inc.	13,097.30	Prof Svcs: 2017 Facilities Master Plan Project, February 2018
16558	03/15/18	Chemurgic Agricultural	5,694.96	Sodium Bisulfite (1 delivery)
16559	03/15/18	Donald A Clover, Jr	3,980.00	Prof. Svcs.: Annual Cogen Switchgear and Controls PM
16560	03/15/18	Comcast	191.20	Internet service, 03/04-04/03/2018
16561	03/15/18	CWEA TCP	240.00	CWEA monthly meeting fee, January and March (3 employees)
16562	03/15/18	Evoqua Water Tech LLC	9,850.06	Hydrogen Peroxide (1 delivery)
16563	03/15/18	Home Depot Credit Services	602.93	Maintenance parts & supplies, February 2018
16564	03/15/18	Marin Sanitary Service	3,545.28	Yardwaste, rag box, and grit disposal, February 2018
16565	03/15/18	Marin Resource Recovery Center	240.00	Debris disposal
16566	03/15/18	Northern Tool & Equipment	333.90	Maintenance parts & supplies
16567	03/15/18	Promium LLC	5,865.00	LIMS implementation services, Progress Payment #4 of 5
16568	03/15/18	Mike Silva	322.85	Employee Expense Reimb: Boot repair; commute; Excel training
16569	03/15/18	Thatcher Company of	5,000.35	Ferric Chloride (1 delivery)

Central Marin Sanitation Agency
 Operating Account Disbursements Register
 For the Month of March 2018

Check Number	Date	Vendor/Payee	Amount	Description
16570	03/15/18	Univar USA Inc	18,175.36	Sodium Bisulfate (2 deliveries); Sodium Hypochlorite (3 deliveries)
16571	03/15/18	Khavarian Enterprises Inc	3,981.97	Upgrade for facility radio repeater
16572	03/15/18	Wiley Price & Radulovich	660.00	Prof Svcs: Employment law services, February 2018
16573	03/19/18	California Public Employee	4,127.45	Contribution to Retiree Health Benefits Trust Fund, PPE 03/10/2018 (Note C)
16574	03/19/18	California State Disbursement	250.50	EE Garnishment, PPE 03/10/2018 (Note A)
16575	03/19/18	ICMA Retirement Trust-457	7,898.00	Deferred compensation contributions, PPE 03/10/2018 (Note A)
16576	03/19/18	Navia Benefit Solutions	607.68	Flexible spending account, PPE 03/10/2018
16577	03/19/18	SEIU Local 1021	1,065.67	Union dues, PPE 03/10/2018
16578	03/21/18	Amazing Solutions, Inc.	37.50	Prof Svcs: Accounting software support, February 2018
16579	03/21/18	Amazon	1,295.13	Electrical/Instrumentation supplies, February and March 2018
16580	03/21/18	AT&T Dataplan	406.16	Wireless service, 02/02-03/01/2018
16581	03/21/18	Brandon Tire	35.00	Tire repair
16582	03/21/18	Caltest Analytical Laboratory	3,305.72	Lab analyses
16583	03/21/18	Carbon Activated Corporation	18,854.00	Hydrogen Sulfide scrubber media replacement and disposal
16584	03/21/18	Evoqua Water Tech LLC	261.00	DI tank rental
16585	03/21/18	Examintetics, Inc.	49.50	Audiometric testing data processing (2 invoices)
16586	03/21/18	Galco Industrial Electronics	983.75	Centrifuge vibration sensors
16587	03/21/18	Harrington Industrial Plastics	216.45	Maintenance parts & supplies
16588	03/21/18	Hoffmeyer Co. Inc.	1,974.64	Replacement motor for channel air blower
16589	03/21/18	International Fire Inc.	2,312.50	Safety supplies
16590	03/21/18	Koff & Associates, Inc.	3,000.00	Prof Svcs: E/I Technician recruitment, third payment
16591	03/21/18	Kone Inc	131.59	Elevator monthly maintenance, March 2018
16592	03/21/18	Pac Machine Co. Inc.	5,027.51	SD2 PS Maint: Standby pump for Fifer PS (Note B)
16593	03/21/18	Platt	13.29	Maintenance parts & supplies
16594	03/21/18	Praxair Distribution, Inc.	80.63	Acetylene tank rental
16595	03/21/18	Noel Rafafo	104.20	Employee Expense Reimb: WWT Operator certification training
16596	03/21/18	Ricoh USA Inc	317.99	Administration copier lease, 02/23-03/23/2018
16597	03/21/18	RM Automation Inc	917.65	Gauges for process equipment
16598	03/21/18	Calmat Co./Shamrock Materials	47.03	Propane
16599	03/21/18	Jean St.Louis	303.00	Employee per diem advance: CWEA annual conference
16600	03/21/18	Thomas Fish Company	142.50	Lab supplies
16601	03/21/18	Thatcher Company of	5,130.47	Ferric Chloride (1 delivery)
16602	03/21/18	TNT Enterprises	5,100.00	Safety training: First Aid/CPR for CMSA and NSD staff (Note B)
16603	03/21/18	Russ Turnbull	204.00	Employee per diem advance: CWEA annual conference
16604	03/21/18	ULINE	589.74	Maintenance parts & supplies (2 invoices)
16605	03/21/18	Abel Villarreal	204.00	Employee per diem advance: CWEA annual conference
16606	03/21/18	Western Exterminator Co.,Inc.	170.50	Pest control, February 2018
16607	03/22/18	Cal Steam	76.91	Electrical supplies
16608	03/22/18	City Electric Supply	182.87	Maintenance parts & supplies
16609	03/22/18	CWEA TCP	100.00	CWEA conference attendance (1 employee)
16610	03/22/18	Fisher Scientific	632.36	Lab supplies (5 invoices)
16611	03/22/18	Grainger	3,274.47	Electrical and maintenance parts & supplies (14 invoices)
16612	03/22/18	McMaster-Carr Supply Co.	1,012.57	Maintenance parts & supplies (6 invoices)
16613	03/22/18	Orchard Business/SYNCB	220.23	Maintenance parts & supplies
16614	03/22/18	Ryan Herco Flow Solutions	312.47	Lab supplies
16615	03/22/18	Standard Racks & Shelving	4,653.75	Tool storage lockers for maintenance building
16616	03/22/18	VWR International	1,110.93	Lab supplies (5 invoices)
16617	03/22/18	Water Components & Bldg. Supp.	159.83	Maintenance parts & supplies
16618	03/22/18	Battalion One Fire Protection	1,770.00	Annual fire sprinkler test
16619	03/22/18	Nexgen Utility Management	2,000.00	On-site training for software upgrade
16620	03/22/18	Univar USA Inc	2,871.18	Sodium Hypochlorite (1 delivery)
16621	03/27/18	Alliant Insurance Services	875.00	Public official bond renewal
16622	03/27/18	Carollo Engineers, Inc.	4,683.20	Prof Svcs: PG&E Interconnection Design Project Agreement, February, 2018
16623	03/27/18	Fisher Scientific	425.75	Lab supplies (2 invoices)

Central Marin Sanitation Agency
Operating Account Disbursements Register
For the Month of March 2018

Check Number	Date	Vendor/Payee	Amount	Description
16624	03/27/18	Frontier Analytical Lab.	900.00	PCB analysis
16625	03/27/18	North Bay Pensions, LLC	3,000.00	FY 17-18 GASB Actuarial Valuation & OPEB Expense Report
16626	03/27/18	Ricoh USA Inc	259.35	Lab copier lease, 03/09-04/08/2018
16627	03/27/18	RMC	104.35	Maintenance copier lease, 12/17/2017-03/16/2018
16628	03/27/18	State Water Resources Ctrl Brd	150.00	Membership fee (1 employee)
16629	03/30/18	California Public Employee	4,127.45	Contribution to Retiree Health Benefits Trust Fund, PPE 03/24/2018 (Note C)
16630	03/30/18	California State Disbursement	250.50	EE Garnishment, PPE 03/24/2018 (Note A)
16631	03/30/18	ICMA Retirement Trust-457	7,323.00	Deferred compensation contributions, PPE 03/24/2018 (Note A)
16632	03/30/18	Navia Benefit Solutions	607.68	Flexible spending account, PPE 03/24/2018
16633	03/30/18	SEIU Local 1021	1,065.67	Union dues, PPE 03/24/2018
16634	03/28/18	Alliant Insurance Services	1,034.06	Pollution Liability Insurance renewal
16635	03/28/18	Chemurgic Agricultural	5,583.33	Sodium Bisulfite (1 delivery)
16636	03/28/18	Give Something Back Inc	2,467.53	Maintenance Building furniture and fixtures, final payment
16637	03/28/18	Grainger	13.33	Safety supplies
16638	03/28/18	Noel Rafalo	303.00	Employee per diem advance: CWEA annual conference
16639	03/28/18	Univar USA Inc	5,156.47	Sodium Bisulfite (1 delivery)

Payments by Automatic Clearing House:

3/2/2018	Payments to 25 retirees	7,614.27	Reimbursement for retiree health benefits
3/6/2018	Calpers Medical ins	66,783.99	Medical insurance, March 2018
3/5/2018	Delta Dental	7,790.35	Dental insurance, March 2018
3/29/2018	Delta Dental	8,104.55	Dental insurance, April 2018
3/5/2018	Lincoln Life Ins	2,203.93	Life insurance, March 2018
3/29/2018	Lincoln Life Ins	2,272.18	Life insurance, April 2018
3/5/2018	Vision Service Plan -(CA)	902.46	Vision insurance, March 2018
3/6/2018	CalPERS	35,165.38	Retirement Pension Contribution: Agency and Employees, PPE 02/24/2018 (Note C)
3/19/2018	CalPERS	35,255.44	Retirement Pension Contribution: Agency and Employees, PPE 03/10/2018 (Note C)
3/7/2018	EDD	12,831.88	State & SDI Taxes, PPE 02/24/2018
3/20/2018	EDD	11,999.01	State & SDI Taxes, PPE 03/10/2018
3/30/2018	EDD	141.99	State & SDI Taxes, PPE 03/26/2018
3/2/2018	NRS/PEHP-3 and Z	6,375.91	Deferred compensation contribution, PPE 02/24/2018
3/19/2018	NRS/PEHP-3 and Z	6,406.29	Deferred compensation and MARA contribution, PPE 03/10/2018
3/21/2018	Michael Owen Boorstein	100.00	Stipend for 03/13/2018 Board meeting
3/21/2018	Maribeth Bushey	100.00	Stipend for 03/13/2018 Board meeting
3/21/2018	Dean DiGiovanni	100.00	Stipend for 03/13/2018 Board meeting
3/21/2018	Diane L. Furst	200.00	Stipend for 03/02 & 03/13/18 NBWA and Board meetings
3/21/2018	Thomas E Gaffney	100.00	Stipend for 03/13/2018 Board meeting
3/21/2018	Dan Hillmer	100.00	Stipend for 03/13/2018 Board meeting

Grand Total 545,980.57

Notes:

A: Not an Agency Expense. Expense funded through Payroll deduction.

B: Not an Agency Expense. CMSA will be reimbursed for this expense.

C: CMSA is partially reimbursed for this expense per Employee Labor Agreements.

Central Marin Sanitation Agency
Schedule of Investments
As of Month Ending March 31, 2018

Description (1)	Book Value (2)	Market Value (3)	Agency Reserve Target for March 31, 2018
I. Investments managed by California Asset Management Program (CAMP)			
<u>Money Market Funds (< 1 year in maturity)</u>			
CAMP Cash Reserve Pool: 1.62% at 03/31/18			
b1. Agency Unrestricted Reserve: Operating	\$ 13,671.20	\$ 13,671.20	See LAIF
b2. Agency Unrestricted Reserve: Emergency	\$ 250,000.00	\$ 250,000.00	\$ 250,000
b3. Agency Unrestricted Reserve: Insurance	\$ 100,000.00	\$ 100,000.00	\$ 100,000
Total with CAMP	\$ 363,671.20	\$ 363,671.20	
II. Investments managed by Local Agency Investment Fund (LAIF)			
<u>Money Market Funds (< 1 year in maturity)</u>			
Local Agency Investment Fund (LAIF): 1.412% at 02/28/18			
a. Current Year Operating	\$ 3,496,470.86	\$ 3,496,470.86	
b1. Agency Unrestricted Reserve: Operating	\$ 2,851,978.80	\$ 2,851,978.80	\$ 2,865,650
c1. Capital Reserves (Restricted)	\$ 990,477.00	\$ 990,477.00	\$ 990,477
c1. Capital Reserves (Restricted-Capacity/Connection Fees)	\$ -	\$ -	
c2. Capital Reserves (Unrestricted)	\$ 7,140,244.60	\$ 7,140,244.60	\$ 6,175,485
Total with LAIF	\$ 14,479,171.26	\$ 14,479,171.26	
TOTAL INVESTMENTS	\$ 14,842,842.46	\$ 14,842,842.46	
<u>Amount designated for Capital Reserves</u>			
1. CAMP	\$ -	\$ -	
2. LAIF	\$ 8,130,721.60	\$ 8,130,721.60	\$ 7,165,962
Total	\$ 8,130,721.60	\$ 8,130,721.60	\$ 7,165,962

DEFINITIONS:

Description - the issuer, type of security and interest rate

Book Value - Original cost net of accumulated amortization

Market Value - Market values are per the fiscal agent's respective monthly statements

Statement of Compliance

The above of investments are in compliance with the Agency's investment policy adopted annually by the Board of Commissioners in accordance with California Government Code Section 53601, authorized investments, and 53646, investments policy. In addition, the Agency does have the financial ability to meet its cash flow requirements for the next six months.



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager *CF*

Approved: Jason Dow, General Manager

Subject: March 2018 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

Recommendation: Accept the March 2018 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

I. NPDES Permit Compliance

Our NPDES permit testing for March showed that the CMSA treatment plant effluent was in compliance with all permit limits. The Monthly Compliance Summary Table shows the results by permitted parameter, the sample's frequency, the sample results, and the permit limit. We successfully passed the March 96-hour flow through bioassay test.

Enterococcus samples were collected during five blend events in March. CMSA's NPDES permit specifies monitoring for enterococcus bacteria during dry weather months and for each wet weather blend event, to verify compliance with established effluent limits. The enterococcus geometric mean for March was 6.9 MPN, well below our monthly limit of 35 MPN.

II. Influent Flow

Winter appeared to arrive in March with two significant rain events and several smaller storms providing much needed water to our region. The rainfall total for the month was 5.84 inches as recorded by the Agency's rain gauge. The treatment plant exceeded the maximum secondary capacity of 30 MGD during the month, and reported five blend events on the Agency's website. The facility's average daily influent flow was 18.9 MGD.

The CMSA treatment plant and each satellite collection agency's daily average and total monthly influent flows are shown in the table below:

March Monthly Influent Flows	San Rafael (SRSD)	Ross Valley (SD#1)	San Quentin (SQSP)	Corte Madera (SD#2)	CMSA Plant Total
Average Daily (MGD)	6.9 MGD	9.6 MGD	0.61 MGD	1.8 MGD	18.9 MGD
Total for Month (MG)	214.6 MG	297.5 MG	19.0 MG	54.3 MG	585.4 MG
Percent of Flow	37.0 %	51.0 %	3.0 %	9.0 %	100 %

The following table shows the CMSA plant and each satellite collection agency's peak wet weather flows:

Wet Weather Peak Flows*	San Rafael (SRSD)	Ross Valley (RVSD)	San Quentin	Corte Madera (SD#2)	CMSA
03/21 Total Days Flow	20.5 MG	26.1 MG	1.3 MG	5.3 MG	53.3 MG
Peak Flow Rate	35.0 MGD	49.9 MGD	2.4 MGD	9.3 MGD	83.0 MGD

*The time for peak flows and maximum day's flow varies depending on an area's rainfall during the storm

III. Treatment Process

With the increase in rain this past month; facility processing equipment was placed in and out of service to effectively treat wastewater entering the treatment plant. The Mixed Liquor Suspended Solids (MLSS) inventory averaged 1,353 mg/l this past month, which remained unchanged from last month. The biomass inventory is currently being increased based on present process conditions and aligns with the process control decision to carry between 1,300 and 1,500 mg/L to manage our biomass and effectively meet our permit limits.

Graph #3 shows the coliform most probable number (MPN), which represents the effectiveness of the disinfection process. All fifteen coliform samples collected in March were below our KPI of 30 MPN, and well below our daily limit of 10,000 MPN. The total coliform monthly geometric mean for March was 1.4 MPN, well below our permit's monthly limit of 240 MPN.

Graph #4 shows the Total Suspended Solids (TSS), which is a good indicator of the effluent quality. The TSS monthly average in February was 6.6 mg/l, which is 44.0% of our Key Performance Indicator (KPI) of 15 mg/l, and is 15.0% of our permit's monthly average limit of 30 mg/l. Two significant storm events contributed to the 19.2 mg/l sample on March 1 and the 28.0 mg/l sample on March 21.

Operations staff assisted San Rafael Sanitary District (SRSD) with leak detection inspections of forcemain sections within the SRSD service area. The leak detection device, a smart ball, was released into the forcemain at an SRSD pump station and was eventually retrieved in CMSA's Headworks.

IV. Maintenance Activities

The cogeneration system produced 95.2% of the Agency's power in March, and MCE supplied the balance. The generator, as indicated on Graph #8, was in service and produced green power for the entire month. The Bay Area Air Quality Management District (BAAQMD) was on site on March 8 to perform biogas and natural gas emissions testing of the cogenerator. Results from this testing will be published in the near future.

In spite of rain, Agency technicians used this opportunity to get an early start on annual process equipment preventative maintenance activities, in addition to completing monthly facility preventative maintenance tasks. Scheduled and completed project work included the removal and replacement of siloxane, hydrogen sulfide, and odor scrubber medias; replacement of an underperforming sludge conditioning pump; replacement of a blower motor on the digester membrane cover system; and cleaning both of the carrier and reclaimed water strainers.

Attachment

- March 2018 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

March 2018



Operator Jeremy Schwarm preparing contact tanks for wet weather use.

Monthly Compliance Summary Table

Central Marin Sanitation Agency

March, 2018

Final Effluent Monitoring

Parameter	Frequency	Units	Results	Limit
Carbonaceous BOD Highest Weekly Average	Weekly	mg/L	12.5	Maximum 40
Carbonaceous BOD Monthly Average	Monthly	mg/L	6.7	Maximum 25
Carbonaceous BOD Monthly Removal Rate	Monthly	%	94.6	Minimum 85
Total Suspended Solids Highest Weekly Average	Weekly	mg/L	11.7	Maximum 45
Total Suspended Solids Monthly Average	Monthly	mg/L	6.6	Maximum 30
Total Suspended Solids Monthly Removal Rate	Monthly	%	97.1	Minimum 85
Chlorine Residual Instant Limit	Instant	mg/L	ND	Maximum 0.0
Ammonia Monthly Average	Monthly	mg/L	14.9	Maximum 60
Ammonia Maximum Daily	Daily	mg/L	15.7	Maximum 120
pH Lower Limit	Continuous	SU	6.8	Minimum 6
pH Upper Limit	Continuous	SU	7.7	Maximum 9
Bacteriological Analysis				
Total Coliform Monthly Geometric Mean	3 X Week	MPN/100mL	1.4	Maximum 240
Total Coliform Daily Maximum	3 X Week	MPN/100mL	13.0	Maximum 10,000
Enterococcus Monthly Geometric Mean	Monthly	MPN/100mL	6.9	Maximum 35
Flow Through Bioassay				
Acute Toxicity 11 Sample 90th Percentile	Monthly	% survival	100	Minimum 70
Acute Toxicity 11 Sample Median	Monthly	% survival	100	Minimum 90
Metals Analysis				
Copper Daily Limit	Monthly	ug/L	3.50	Maximum 85
Copper Monthly Average	Monthly	ug/L	3.50	Maximum 49
Cyanide Daily Limit	Monthly	ug/L	ND	Maximum 41
Cyanide Monthly Average	Monthly	ug/L	ND	Maximum 21
Mercury Weekly Average	Weekly	ug/L	0.0035	Maximum 0.072
Mercury Monthly Average	Monthly	ug/L	0.0035	Maximum 0.066
Mercury Monthly Loading	Monthly	kg/mo	0.00476	
Mercury Annual Loading (watershed permit)	Jan-Dec	kg/yr	0.01311	Maximum 0.11
Permit Analysis				
Dioxin - Total Equivalentents (TEQ) Daily Maximum	1/Permit Cycle	ug/L	*	Maximum 2.8E-08
Dioxin - Total Equivalentents (TEQ) Monthly Average	1/Permit Cycle	ug/L	*	Maximum 1.4E-08
Polychlorinated Biphenyls (PCBs) Daily Limit	1/Permit Cycle	ug/L	*	Maximum 0.017
Polychlorinated Biphenyls (PCBs) Monthly Limit	1/Permit Cycle	ug/L	*	Maximum 0.012
Quarterly Analysis				
Oil and Grease Daily Limit	Quarterly	mg/L	X	Maximum 20
Oil and Grease Monthly Average	Quarterly	mg/L	X	Maximum 10
Chronic Bioassay Toxicity	Quarterly	Tuc	X	Maximum 20
Chronic Bioassay Toxicity (3 sample median)	Quarterly	Tuc	ND	Maximum 10
Flow Analysis	Daily Max	Hourly Max	5 minute Max	Monthly Average
Effluent Flow	48.4	69.7	71.2	18.5
Influent Flow	53.3	79.4	83.0	18.9
# Days Blended				5

* Monitoring Not Required This Month ND = None Detected X = Data not available at report time J = Detected by not Quantified

Glossary of Terms
NPDES Permit Compliance Summary Table

- **Ammonia:** CMSA's NPDES permit requires that we analyze the final effluent for ammonia due to its toxicity to aquatic organisms and potential for providing nutrients for algae in the San Francisco Bay. The permit has a maximum daily limit of 60 mg/L and a monthly average limit of 120 mg/L. The maximum daily limit is the number that cannot be exceeded on any sample and the monthly average applies to all samples collected in any month (although typically we are required to take only one sample).
- **Biochemical Oxygen Demand (BOD):** The amount of dissolved oxygen needed by microorganisms (biomass) to stabilize organic material in the effluent. The permit limits for our effluent require that removal of 85% influent BOD, and meet a weekly average of less than 40 mg/L and a monthly average of less than 25 mg/L BOD.
- **Chlorine Residual:** The secondary effluent is disinfected with hypochlorite (chlorine "bleach"), and then the residual chlorine is neutralized with sodium bisulfite to protect the Bay environment. The final effluent chlorine residual limit is 0.0 mg/l, which is monitored continuously.
- **Bacteria:** Coliform and enterococcus bacteria are the indicator organisms for the determination of the effectiveness of the disinfection process.
- **Dioxin - Total Equivalents:** These are 17 dioxin-like compounds that we analyze for twice per year which have permit limits.
- **Fats, Oils, and Grease:** We are required to monitor our effluent for Fats, Oils, and Grease quarterly.
- **Flow Through Bioassay:** A 96-hour test in which we test the toxicity of our effluent to young rainbow trout (15-30 days old) in a flow-through tank to determine their survivability under continuous exposure to CMSA effluent. The permit requires that we maintain a 90th percentile survival of at least 70% and an 11-sample median survival of at least 90%. In layman's terms, this means that out of the last 11 samples, only one bioassay may fall below 70% survival, and the middle value—when all 11 samples are placed in numerical order—must be at least 90%.
- **Metals Analysis:** Our permit requires that we analyze our effluent for many different metals on a monthly basis. We have permit limits for three of the metals. The limits are stated as a maximum daily limit and a monthly average limit.
- **pH:** pH is a measurement of acidity, with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our permit effluent pH must stay within the range of 6.0 to 9.0, which we monitor continuously.
- **Total Suspended Solids (TSS):** Measurement of suspended solids in the effluent. Our permit requires that we remove at least 85% of the influent TSS and that the effluent limit is less than 45 mg/L as a weekly average and less than 30 mg/L as a monthly average.

Executive Summary Process Performance Data
March 2018

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

Primary Clarifier Performance

Average Total Suspended Solids (TSS) in:	285.5	mg/l
Average TSS out:	76.0	mg/l
Average Percent Removal Achieved:	63.0	%
Average Total Carbonaceous Biochemical Oxygen Demand:	189.6	mg/l
Average BOD out:	71.5	mg/l
Average Percent Removal Achieved:	44.6	%
Average Plant Influent Flows:	18.9	MGD

Expected removal efficiencies as outlined
in Metcalf & Eddy Wastewater
Engineering Manual

Design 50-70% Removal

Design 25-40% Removal

Biotower Performance

Average TSS out:	69.0	mg/l
Average BOD out:	40.8	mg/l
Average Percent BOD Removal Achieved:	41.8	%

Design 25-30% Removal

Aeration Tanks/Activated sludge

Dissolved Oxygen set point:	2.2	mg/l
Average MLSS:	1,353	mg/l
Average MCRT	4.2	Days
Average SVI:	147	

Secondary Clarifiers

Average WAS concentration: 9,301 mg/l

Final Effluent

Average Effluent TSS for the month was:	6.6	mg/l	(Maximum Limit: 30mg/l)
Week #1 weekly average	10.4		(Maximum Limit: 45mg/l)
Week #2 weekly average	4.1		"
Week #3 weekly average	4.2		"
Week #4 weekly average	11.7		"
Week #5 weekly average	3.1		"

Monthly average TSS removal efficiency through the plant was: 97.1 % (Minimum Limit: 85%)

Average Effluent CBOD was:	6.7	mg/l	(Maximum Limit: 25mg/l)
Week #1 weekly average	8.5		(Maximum Limit: 40mg/l)
Week #2 weekly average	4.0		"
Week #3 weekly average	5.9		"
Week #4 weekly average	12.5		"
Week #5 weekly average	2.9		"

Monthly average CBOD removal efficiency through the plant was: 94.6 % (Minimum Limit: 85%)

Disinfection Dosing Rate:	5.4	mg/l	monthly average
Total Coliform Monthly Geometric Mean:	1.4	MPN	(Maximum 240)
The Daily Maximum Total Coliform Count for the month was:	13.0	MPN	(Maximum 10,000)
Enterococcus Monthly Geometric Mean:	7.0	MPN	(Maximum 35 MPN)
Effluent pH for the month was:	Min	6.8	(Min 6.0)
	Max	7.7	(Max 9.0)

Digester Treatment

Average Thickened Waste Concentration from the RDT was:	6.4	%
Average percent of Volatile Solids destroyed was:	81.3	%
Cubic feet of biogas produced was:	9,945,850 (Total)	320,834 (Daily Average)
Average temperature of the digester was:	102.0	degrees Fahrenheit

Executive Summary Process Performance Data
March 2018

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

Dewatering

Average Centrifuge Feed concentration was:	<u>2.6</u>	%
Average Biosolids concentration was:	<u>26.7</u>	%
Average TSS of the Centrate was:	<u>223</u>	mg/l
Solids capture of the Centrifuge was:	<u>99.2</u>	%
Polymer use per dry ton of biosolids was:	<u>12.67</u>	#/dry ton
Average polymer feed rate per run was:	<u>3.71</u>	gpm
Average concentration of the polymer batches was:	<u>0.328</u>	%
Average sludge feed rate per run was:	<u>56.6</u>	gpm

Comments:

The treatment plant has been running well with final effluent being of very good quality.

Graph #1:

Depicts the total influent flow (from all collection agencies) entering the treatment plant.

The red graph line represents total influent flows; and the black graph line depicts the CMSA rain gauge recordings for the month.

Graph #2:

Depicts individual collection member agency flows.

The Y-axis is in the Wet Weather flow range of 0-30 MGD.

Graph #3:

Depicts the coliform most probable number (MPN) results which are an indication of the disinfection system's performance.

The monthly Total Coliform Geometric Mean was 1.4 MPN through March, which is less than our KPI median of 30 MPN and permit limit of 240 MPN.

Graph #4:

Depicts the total suspended solids in the effluent.

Our monthly average was 6.6 mg/l versus our KPI of 15 mg/l and permit monthly average limit of 30 mg/l. The higher than normal values on March 1 and March 21 are attributed to blending during significant rain events on the same dates.

Graph #5:

Depicts the effluent cBOD which measures the oxygen demand of the wastewater.

The March effluent cBOD average was 6.7 mg/l, well below our NPDES limits of 40 mg/l weekly and 25 mg/l for the month. The higher than normal value on March 21 was attributed to a storm event on that date.

Graph #6:

Depicts the degree to which the biosolids have been dewatered.

Our biosolids % concentration exceeded our KPI of 25% for all 31 days in March.

Graph #7:

Depicts the amount of Biogas that is produced in the digesters, and then used to produce electricity.

Biogas production in March averaged 320,834 cubic feet per day, which exceeded our monthly KPI of 200,000 cubic feet per day. The lower than normal values on March 5, March 9, and March 24 were the results of receiving fewer organic waste loads on those dates.

Graph #8:

This graph depicts the amount of energy produced through cogeneration versus the energy purchased from MCE for Agency operations.

The cogeneration engine was online for the entire month of March producing 95.2% of the facility's power needs.

Glossary of Terms

Process Performance Data Sheet

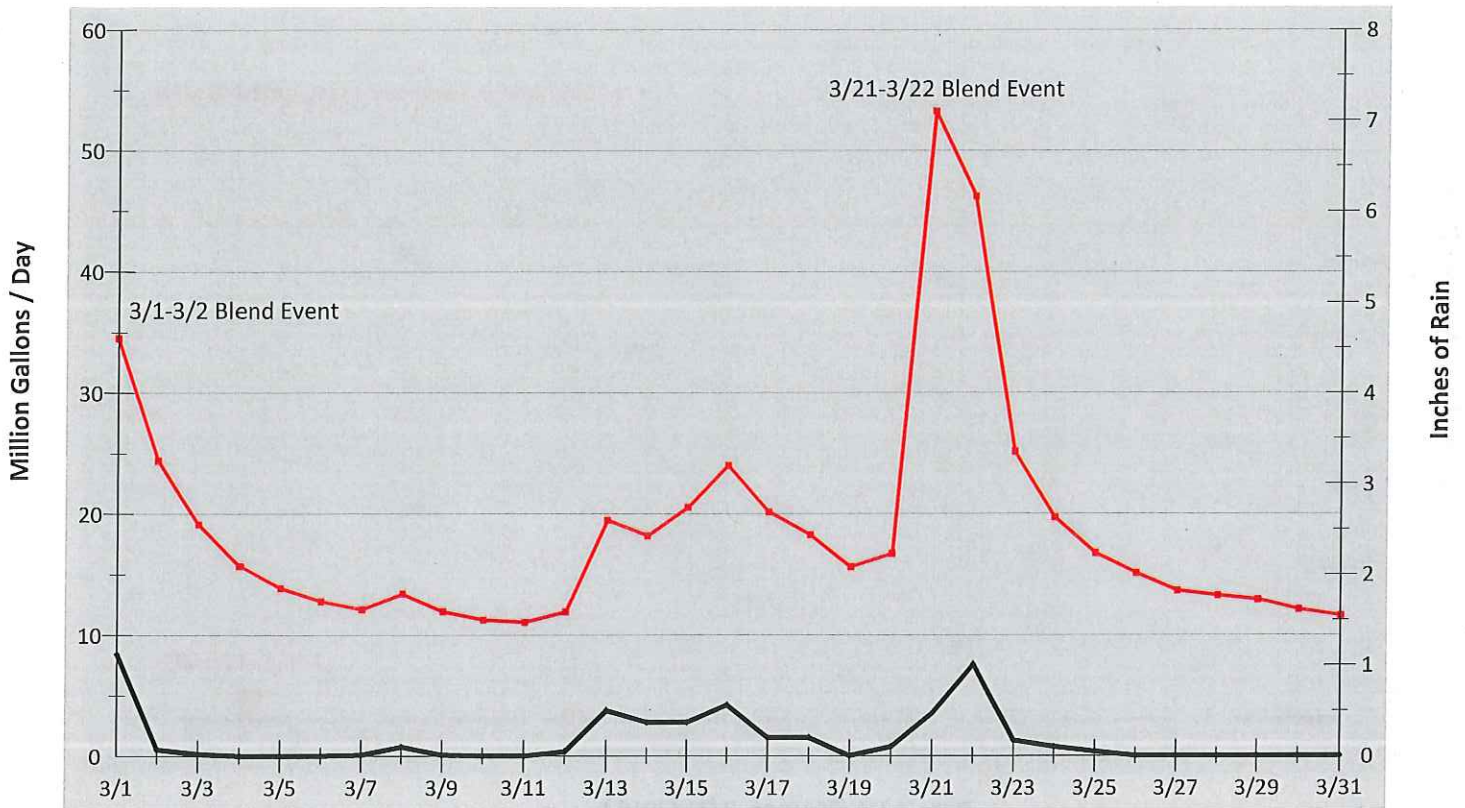
- **Aeration Tanks:** A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- **Anaerobic Digesters:** In the anaerobic digestion process, organic material removed in the primary and secondary clarifiers is digested by anaerobic bacteria. The end products are methane, carbon dioxide, water, stabilized organic matter, and some inorganic material.
- **Biosolids:** Anaerobically digested solids that are removed from the two digesters, dewatered, and then beneficially reused. Beneficial reuse may include landfill alternate daily cover (ADC), land application in the summer as a soil amendment and fertilizer, or converted into a liquid fertilizer for agricultural applications.
- **Biotower:** A biological treatment process, occurring after the primary clarifiers and before the aeration tanks, in which the wastewater trickles over a biomass-covered media. The biomass feeds on the dissolved and suspended solids in the wastewater.
- **Centrifuge:** Process equipment used to dewater biosolids prior to beneficial reuse.
- **Cogeneration System:** A system comprised of a dual-fuel engine coupled to an electric generator that is used to produce energy to power the Agency facilities. Fuels the system uses are methane biogas produced in the anaerobic digesters and, when biogas is not available, purchased natural gas. As well as generating electricity, the system supplies heat for plant processes and building heating.
- **Chlorine Contact Tanks (CCTs):** The final treatment process is disinfection and de-chlorination. The CCTs allow contact time for injected chlorine solution to disinfect the wastewater. Sodium bisulfite, the de-chlorination chemical, is introduced at the end of the CCTs to neutralize any residual chlorine to protect the San Francisco Bay environment.
- **Rotary Drum Thickener (RDT):** Waste activated sludge removed from the secondary clarifiers is thickened in rotary drum thickeners before being transported to the anaerobic digesters. Thickening removes some of the sludge's water content, to decrease hydraulic loading to the digesters.
- **Final Effluent:** After all the treatment processes are completed, the final effluent is discharged into to central San Francisco Bay through a 10,000-foot-long deep-water outfall.
- **Mean Cell Residence Time (MCRT):** An expression of the average time that a microorganism will spend in the secondary treatment system.
- **Mixed Liquor Suspended Solids (MLSS):** The liquid in the aeration tanks is called MLSS and is a combination of water, solids, and microbes. Suspended solids in the MLSS measured in milligrams per liter (mg/l).

- **Most Probable Number (MPN):** Concentrations, or number of colonies, of total coliform bacteria are reported as the “most probable number.” The MPN is not the absolute count of the bacteria but a statistical estimate of their concentration.
- **Polymer:** Polymer is added to digested sludge prior to dewatering to improve solids coagulation and water separation.
- **Primary Clarifier:** A physical (as opposed to biological) treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- **Return Activated Sludge (RAS):** The purpose of returning activated sludge (biomass) to the aeration tanks is to maintain a sufficient concentration of microbes to consume the wastewater’s dissolved solids.
- **Secondary Clarifiers:** Provides settling for the biomass after aeration. Most of the settled biomass is returned to the aeration tank as return activated sludge (RAS) and some is sent to the RDT unit as waste activated sludge.
- **Sludge Volume Index (SVI):** This is a calculation used to indicate the settling ability of the biomass in the secondary clarifiers.
- **Thickened Waste Activated Sludge (TWAS):** Waste activated sludge is thickened in the RDTs, and then the TWAS product is pumped to the digester for processing.
- **Volatile Solids:** Organic content of the wastewater suspended solids.
- **Waste Activated Sludge (WAS):** Biomass that is removed from the secondary clarifiers pumped to the RDTs for thickening.

Units of Measurement

- kg/month (Kilograms per Month): 1 kilogram = 2.205 lbs.
- KPI (Key Performance Indicators): The Agency’s process performance goals.
- Kwh (Kilowatt Hours): A unit of electric power equal to using 1 Kw for 1 hour.
- Milligrams per Liter (mg/L): A measure of the concentration by weight of a substance per unit volume. For practical purposes, one mg/L is equal to one part per million (ppm).
- MPN/100mL (Most Probable Number per 100 milliliters): Statistical estimate of a number per 100 milliliters of a given solution.
- Percent by Mass (% by mass): A measure of the combined mass of a solute + solvent.
- Percent by Volume (% by vol): A measure of the volume of a solution.
- ug/L (Micrograms per Liter of Solution): Mass per unit volume.

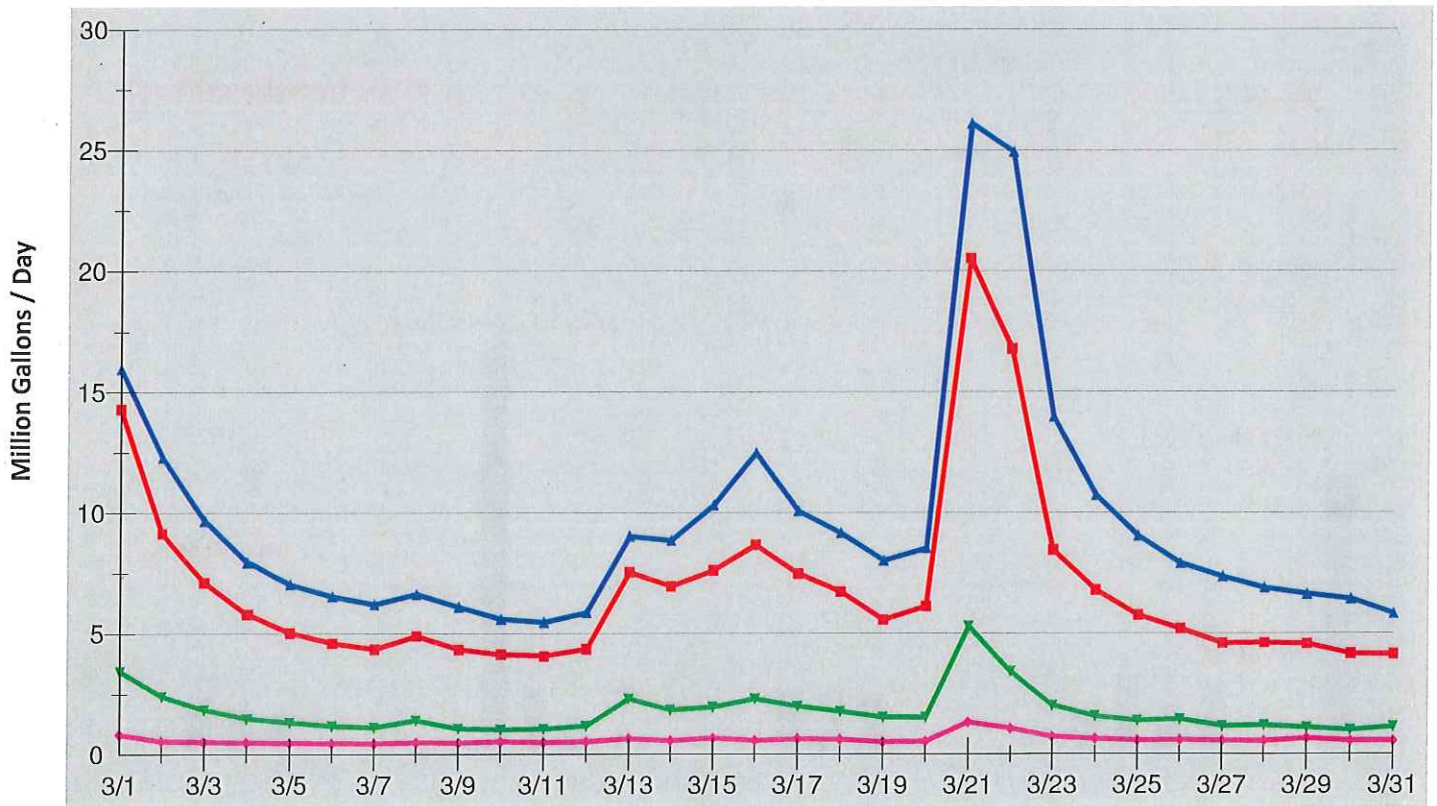
Graph #1: CMSA Influent Flow



Date (3/1/2018 to 3/31/2018)
 ■ Flow (Daily Average) ◆ Rainfall

(#1) CMSA Influent Flow

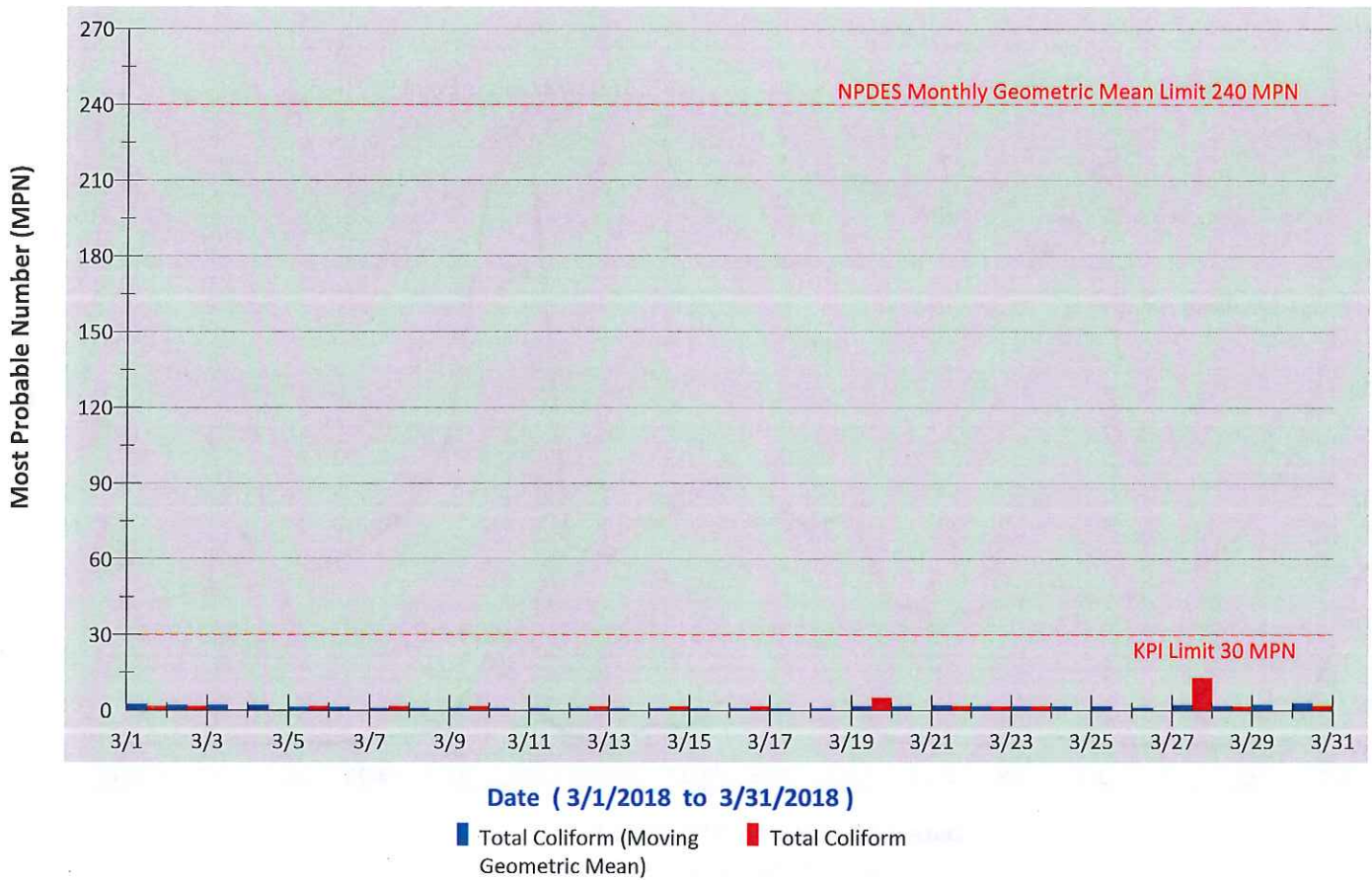
Graph #2: Collection System Influent Flows



Date (3/1/2018 to 3/31/2018)
 ▲ RV Flow ■ SR Flow ▼ CM Flow ◆ SQ Flow

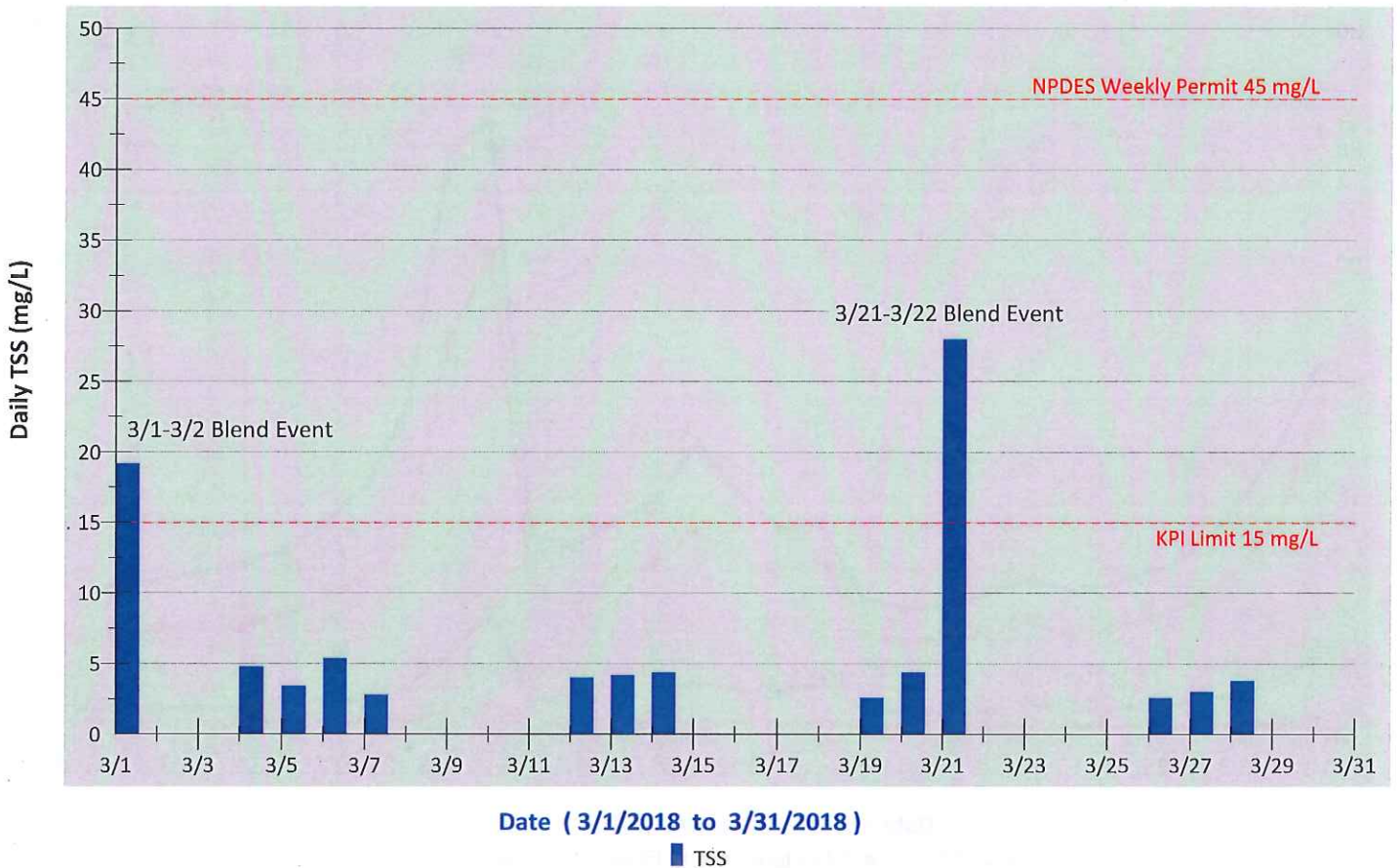
(#2) Collection System Influent Flows

Graph #3: Total Coliform & Monthly Geometric Mean



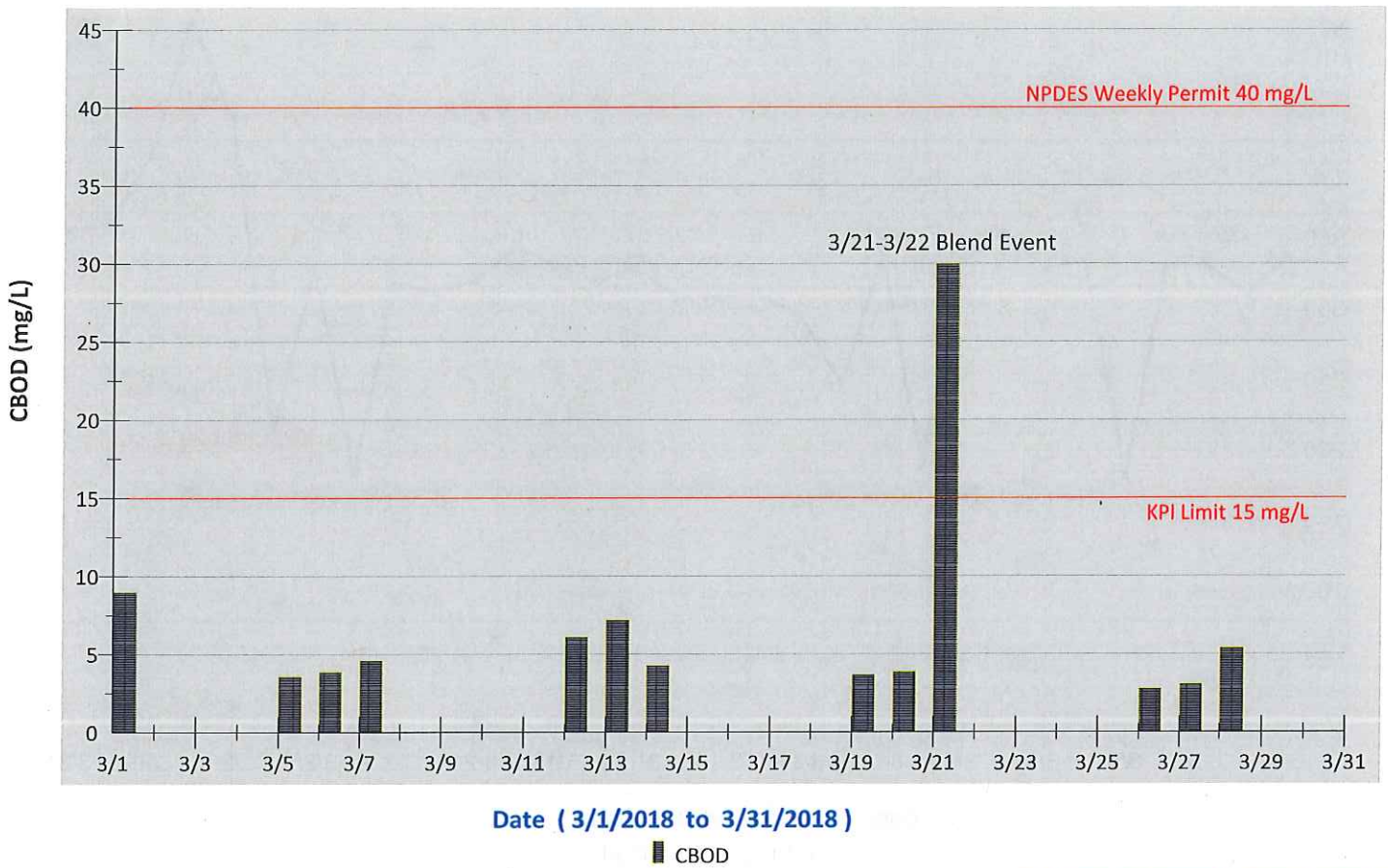
(#3) Total Coliform & Monthly Geometric Mean

Graph #4: Effluent Total Suspended Solids (TSS)



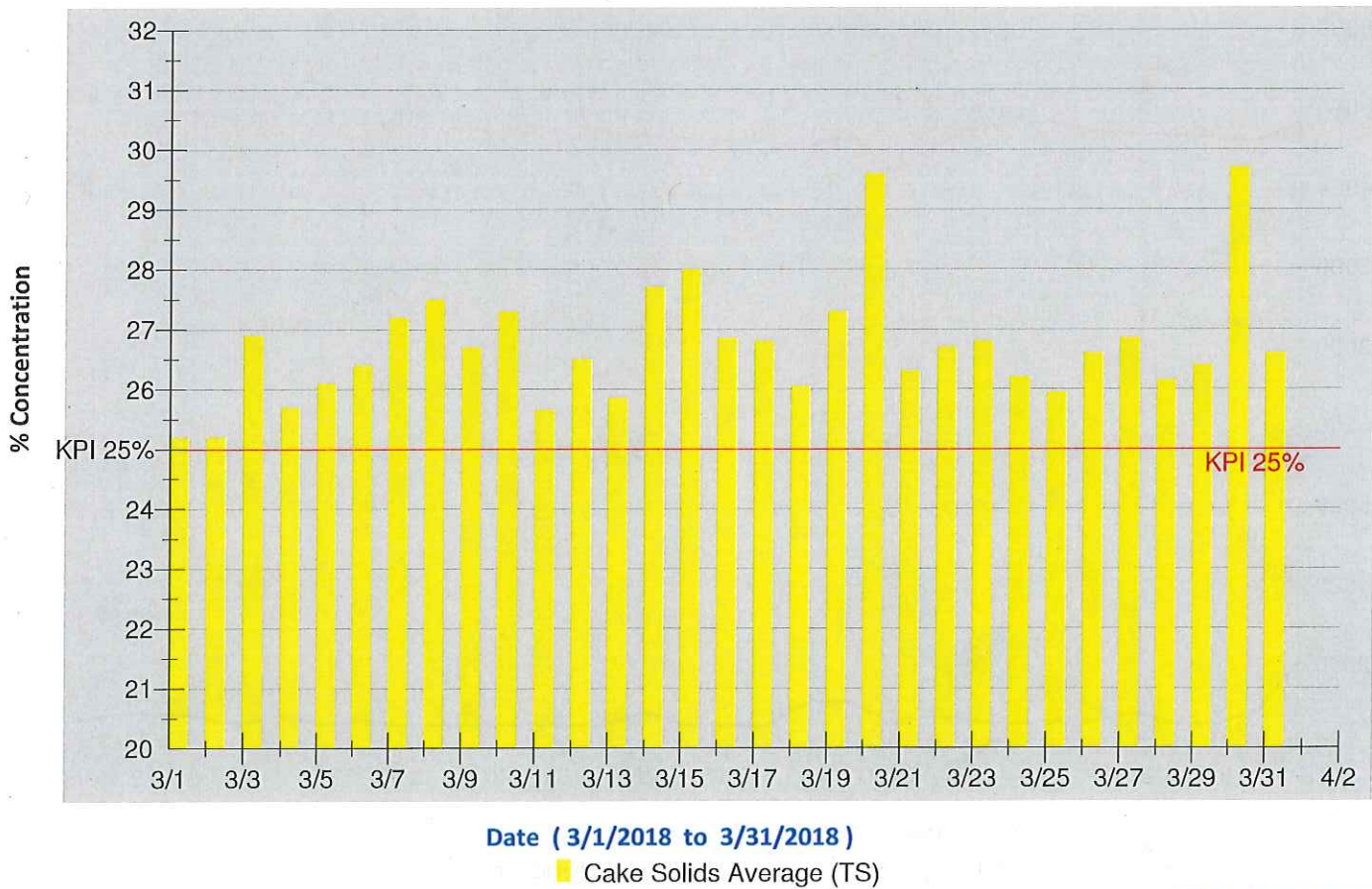
(#4) Effluent Total Suspended Solids (TSS) BARGRAPH TE

Graph #5: Effluent Carbonaceous Biological Oxygen Demand (CBOD)



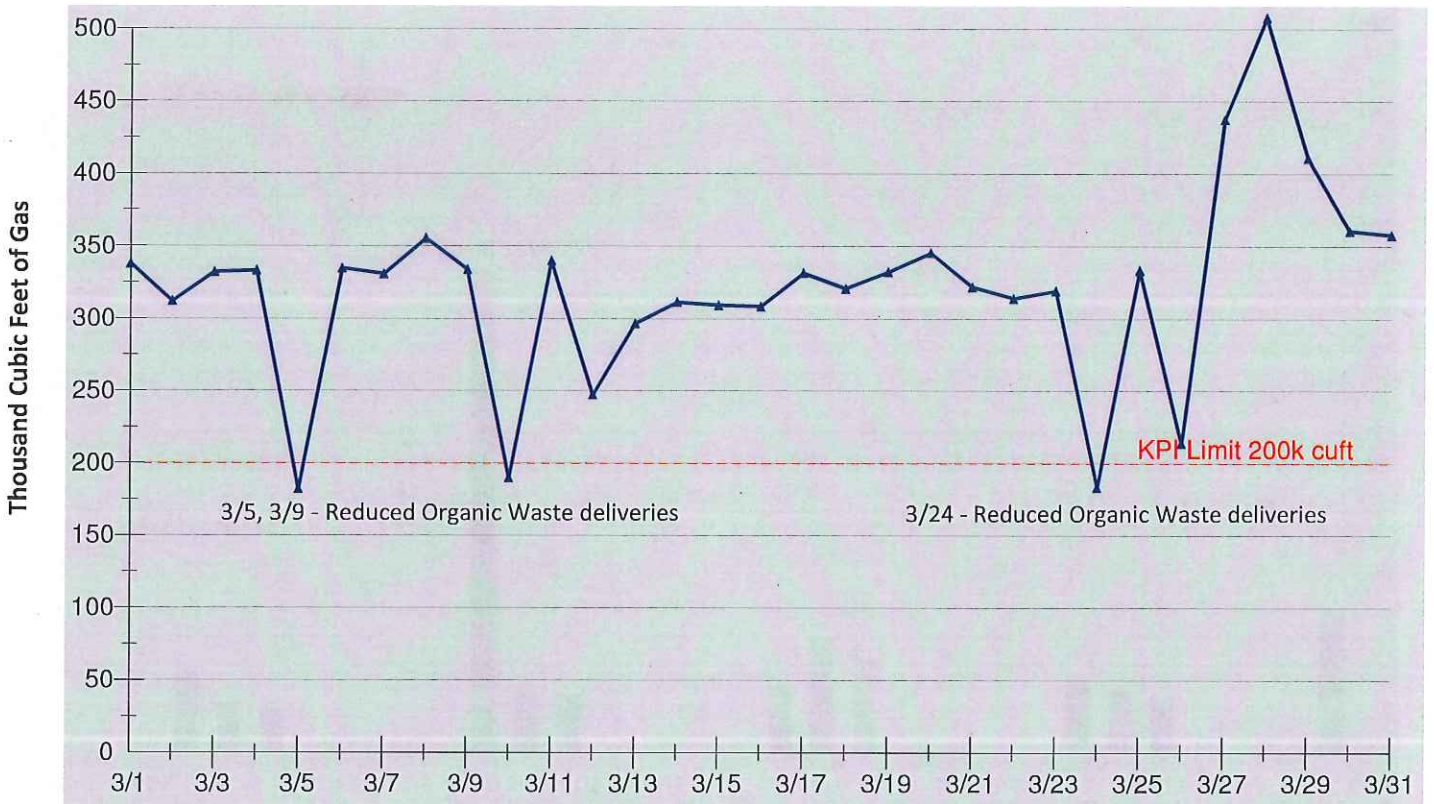
(#5) Effluent Carbonaceous Biological Oxygen Demand (CBOD)

Graph #6: Biosolids Concentration



(#6) Biosolids Concentration

Graph #7: Biogas Production

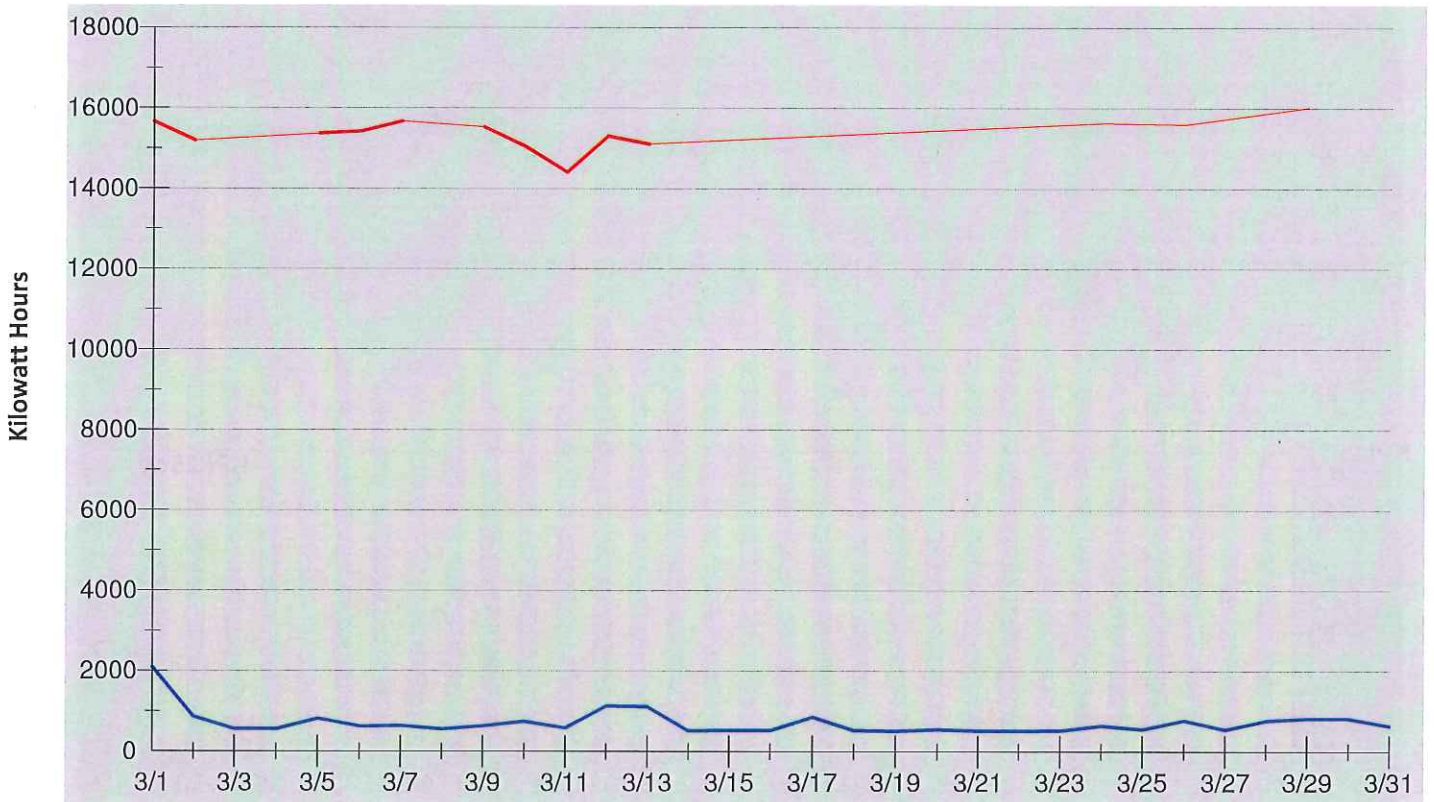


Date (3/1/2018 to 3/31/2018)

▲ Biogas Produced

(#7) Biogas Production

Graph #8: Kilowatt Hours Purchased vs. Kilowatts Produced



Date (3/1/2018 to 3/31/2018)

Utility Power

Kilowatts Produced


(#8) Kilowatt Hours Purchased vs. Kilowatts Produced



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager **Subject: Performance Metric Report – March 2018****Recommendation:** Accept the March 2018 Performance Metric report.

Performance Summary: The Agency's performance in operations and maintenance activities, regulatory and environmental compliance, and public education and outreach met or exceeded our metric goals/targets. Noteworthy metrics or variances are described below.

Table I – Treatment/Process Metrics

With the numerous rain events in March, the Agency's treatment facilities were placed back into their wet weather operational mode. Effluent quality remained good given the high influent flow rates over the month, and there weren't any process issues or disruptions.

Table II – Employee Metrics

Training highlights included CPR/First Aid for most staff and San Quentin State Prison access refresher training for selected staff; employees who perform source control inspections attended a CSRMA sponsored Verbal Judo (conflict resolution) training at Novato Sanitary; and workplace injury response and reporting training and the quarterly LCW employment law seminar in Rohnert Park for some supervisory staff.

Table III - Environmental and Regulatory Compliance Metrics

There weren't any NPDES permit exceedances in March. As noted over the past couple months, the upper end of the Regulatory Analyses (Item 2), Process Control Analyses (Item 3) and Quality Control Testing (Item 5) metric ranges are being adjusted based on the current number of analyses reported and tracked in the Agency's new laboratory information management system (LIMS).

Table IV - Public Outreach

There were five odor alerts posted to the website, and the Agency did not receive any public odor complaints. Alerts were posted for a taking a primary clarifier out of service for repairs, wet weather related process adjustments, and monthly chlorine contact tanks preventative maintenance.

Public education events include staff attendance at public outreach events, school classroom and/or juggler show presentations, and Agency tours. Events over the past month are presented below with the event date and number of attendees.

Public Outreach Events

No events in March.

School Events – Juggler Show Presentation

<u>Date</u>	<u>School</u>	<u>Students</u>
3/23/18	Mary Silveira Elementary School in San Rafael	430

CMSA Tours

<u>Date</u>	<u>School</u>	<u>Students</u>
3/10/18	UC San Francisco	15
3/15/18	Sir Francis Drake High	45
3/22/18	Marin Academy	21
3/22/18	New Village School	21

Attachment:

- March 2018 Performance Metric Report

CMSA CY18 PERFORMANCE METRICS – March 2018

TABLE I - TREATMENT/PROCESS METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Wastewater Treated	Volume of wastewater influent treated and disposed, in million gallons (Mg)	585.4 Mg	165 – 820 Mg
2) Biosolids Reuse	Alternate Daily Cover (ADC) at the Redwood Landfill, in wet tons (wt) Fertilizer and soil amendment at land application sites, in wet tons (wt) Bio-Fertilizer production at the Lystek facility, in wet tons (wt)	534.24 wt 0 143.88 wt	360 – 665 wt
3) Conventional Pollutant Removal	Removal of the conventional NPDES pollutants - Total Suspended Solids (TSS) and Carbonaceous Biological Oxygen Demand (cBOD) a. tons of TSS removed; % TSS removal b. tons of organics removed (cBOD); % cBOD removal	567.8 tons; 97.1% 361.0 tons; 94.6%	> 85% > 85%
4) Priority Pollutants Removal	Diversion of priority NPDES metals from discharge to the S.F. Bay: a. % Mercury b. % Copper	94.7% 89.1%	88 – 99% 84 – 98%
5) Biogas Production	Biogas generated in our anaerobic digesters, in million cubic feet (Mft ³) Natural gas (methane) equivalent of the biogas, in million cubic feet (Mft ³)	9.95 Mft ³ 6.37 Mft ³	6.0 to 9.5 Mft ³ 3.8 to 6.1 Mft ³
6) Energy Produced	Energy produced from cogeneration of generated biogas and purchased natural gas - in kilowatt hours Cogeneration system runtime on biogas, in hours (hrs.); % time during month Biogas value (natural gas cost equivalent)	438,990 kWh 684 hrs; 92.0% \$28,622	380 to 480,000 kWh 540 hrs.; 75% \$15,000 to \$30,000
7) Efficiency	The cost to operate and maintain the treatment plant per million gallons of wastewater treated, in dollars per million gallons Energy used, kilowatt hours, per million gallons treated	\$614/Mg 788 kWh/Mg	\$451-\$1,830/Mg (wet - dry) 670 - 2,400 kWh/Mg

Table II – EMPLOYEE METRICS

Metric	Definition	Measurement	Target/Goal
1) Employee Training	Hours of internal training – safety, web-based, project, vendor, etc. Hours of external training – employment law, technical, regulatory, etc.	Internal = 267 External = 141	variable
2) Work Orders	Preventative maintenance (PM) labor hours Planned corrective maintenance (CM) labor hours; % of CM+UCM hrs. Unplanned corrective maintenance (UCM) labor hours; % of CM+PM hrs. Ratio of PM to total corrective maintenance (CM + UCM);	393 hrs 403 hrs (89.0%) 48 hrs (11.0%) 0.87	300 – 500 hrs ≥ 70% total CM hrs ≤ 30% total hours ≥ 0.45
3) Overtime Worked	Monthly hours of OT worked; Year to date hours of OT (YTD) % of normal hours worked; % Year to date (YTD)	96.5 hrs; (493.5 hrs) 1.5%; (2.1%)	< 5%

CMSA CY18 PERFORMANCE METRICS – March 2018

Table III - ENVIRONMENTAL AND REGULATORY COMPLIANCE METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Permit Exceedances	# of NPDES permit exceedances	0	0
2) Regulatory Analyses	# of analyses by the CMSA laboratory for NPDES, Stormwater, and Biosolids regulatory compliance monitoring and reporting	494	150-750
3) Process Control Analyses	# of analyses by the CMSA laboratory for process control monitoring	937	400-1,250
4) Contract Laboratory Analyses	# of analyses by contract laboratories for regulatory compliance reporting	31	0-50
5) Quality Control Testing	# of CMSA performed laboratory analyses for QA/QC purposes	150	100-300
6) Water Quality Sample Analyses	# of ammonia, coliform (total and fecal), enterococcus, and/or sulfide analyses performed for the CMSA member agencies (SSOs, etc.)	6	as-needed
7) Pollution Prevention Inspections	Inspections of industrial and commercial businesses in the Agency's pretreatment and pollution prevention programs and Novato Sanitary District's Mercury Reduction Program – 255 businesses regulated	0	variable
8) FOG Program Inspections	Inspections of food service establishments (FSEs) in the Almonte, TCSD, SD2, RVSD, SRSD, and LGVSD service areas – approx. 309 FSEs are regulated and 58 FSEs have waivers.	17	20 – 50
9) Permits Issued/Renewed	Permits issued for the pretreatment, pollution prevention, and FOG source control programs, and for groundwater discharge	4	variable

Table IV- PUBLIC OUTREACH

Metric	Definition	Measurement	Target/Goal
1) Public Education Events	Attendance at public education outreach events; # of booth visitors; (YTD)	0; (0)	3,500/year
2) School Events	Participation or sponsorship in school outreach events; attendees; (YTD)	430; (936)	variable
3) Agency Tours	Tours given to students and the public; # of people, (YTD)	102; (154)	variable
4) Odor Notifications	Number of odor alerts posted to the Agency website	5	1-10
5) Odor Complaints	Number of odor complaints received from the public	0	0



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Kevin Lewis, Assistant Maintenance Supervisor *KL*
Chris Finton, Treatment Plant Manager *CF*

Approved: Jason Dow, General Manager *JD*

Subject: FY 2018 Asset Management Program – Third Quarter Report

Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.

Summary: Staff prepares quarterly Asset Management (AM) reports to highlight the progress made on implementing the Agency’s Asset Management Program (Program) in October, January, and April, and the annual report is presented in July.

Third Quarter Highlights

1. New Influent and Effluent Samplers – The Agency operates samplers to collect wastewater coming into the facility which is tested for various constituents. The challenging environment where this equipment is located, combined with technology obsolescence, typically limits the sampler’s useful life span to about ten years. Recently, staff completed a project which involved replacing the existing samplers, rehabilitating the sample delivery pumps, and removing the remains of previous generations of samplers, wiring and piping, and instrumentation. This project was performed in stages with the cooperation of several departments, resulting in uninterrupted facility operation. Staff also rebuilt the pumps providing water samples to these new units and replaced their original base frames with stainless steel to reduce corrosion.
2. Heat Exchanger Replacement – The facility’s cogeneration system is a combined heat and power system (CHP) and utilizes three separate heat exchangers for the system’s engine. The waste heat exchanger uses reclaimed water to draw heat away from the coolant that circulates through the engine. In May 2017, during a routine inspection, staff noted a pinhole leak developing on the discharge end of the exchanger. The leak was repaired, but staff noted several rust perforations after removing the insulated protective cover. In December, after the peak power demand season and prior to

shutting down the engine and isolating this system, staff installed lifting points in the ceiling above the heat exchanger and prepared the unit for removal. Advanced preparation for this work saved considerable time, and technicians replaced the exchanger and returned the cogeneration system to service in less than a day.

3. Hot Water Pump Replacement Project - Heated water from the cogeneration systems primary heat exchanger is circulated through sludge heat exchangers to keep the facility's anaerobically digested sludge temperature at an optimal 100°F. A condition assessment was performed in 2016 on the hot water loop's equipment, and based on the assessments findings, a project was scheduled to replace key pieces of equipment and complete needed repairs. In February, both recirculation pumps were replaced along with four isolation valves and associated equipment. Once this work was completed, equipment and process pipe lines were painted with a rust-inhibiting coating.

Asset Inventory

The Asset Parts Inventory is comprised of critical spare parts for Agency equipment, and consumable items designated for CMSA's contract collection agencies—Sanitary District #2 (Corte Madera), San Quentin State Prison, and San Quentin Village Sewer Maintenance District. Spare parts for CMSA and San Quentin Village are kept at CMSA site-specific parts rooms, Sanitary District #2 parts and equipment are stored at Paradise pump station, and San Quentin State Prison parts and equipment are stored at the San Quentin pump station.

Staff conducted a comprehensive review of Agency assets tracked within the computerized maintenance management systems (CMMS). This quarterly exercise is performed to verify active assets within the system. As Agency-managed projects or regularly scheduled maintenance work is completed, both new and old assets must be accounted for in an asset inventory count. Along with entering new and removing obsolete assets from the asset tree, staff removed improperly grouped or classified assets, and removed additional non-critical assets valued under \$2,500, the Agency's established tracking limit for assets within the CMMS system. In all, a total of 48 items were entered, reclassified, or removed from the CMMS asset tree this past quarter.

Asset Locations	Total Assets
CMSA	2,308
Sanitary District #2	241
San Quentin Prison	27
San Quentin Village	5

Parts Inventory	Parts Quantity	Total Value
CMSA	20,268	\$2,267,938
Sanitary District #2	1,448	\$124,621
San Quentin Prison	23	\$47,230
San Quentin Village	2	\$1,134

Asset Improvements, Repairs, and Refurbishment Work

1) CMSA Capital Improvement Project Work

Projects in the table below are capital projects that were completed or were in progress over the past quarter.

Project Name	CMSA Staff Cost	Total Cost	Status
Headworks Odor Scrubber Fan Replacement	\$2,456	\$64,457	In process

2) CMSA Asset Management Improvements

Projects in the table below are considered routine, recurring, and regular maintenance work for the preservation and protection of Agency assets. CMSA labor and material costs are included to determine the overall cost to perform a specific task.

Area	Equipment	Improvement	Total Cost	Comments
Facility	Compliance Samplers	Replaced samplers	\$53,203	Installed three new samplers and stilling wells; performed area cleanup, and moved PH meters. Refurbished supply pumps and their bases, and installed new VFD drive units.
Vacuum Truck Receiving	Sump Pump	Installed new pump	\$16,364	Vaughan 10 HP submersible chopper pump.
Headworks	Channel Air Blower	Installed new drive motor	\$4,223	Bearing in motor failed; Installed new motor.
Primary Clarifiers	Scum Pump	Installed new pump	\$12,581	Installed new stainless pump base and supports in conjunction with the new progressive cavity pump.
Energy Generation	Heat Exchanger	Installed new exchanger	\$21,746	Installed new tube-n-shell waste heat exchanger.
Energy Generation	Cogenerator	2,000-hour maintenance procedure	\$2,859	Replaced oil and air filters, and lubricants.
Energy Generation	Filters	Replaced paper element filters	\$5,115	Replaced six filter elements.
Energy Generation	Adsorption Scrubber	Treatment media replacement	\$32,298	Replaced 22K pounds of media and one foam filter.
Energy Generation	Siloxane Filter	Treatment media replacement	\$2,957	Replaced activated carbon filter media.
Energy Generation	Cogenerator Integration System	Annual PM	\$4,446	Completed annual PM and tuning. Also changed power factor from .92 to .83.

Area	Equipment	Improvement	Total Cost	Comments
Solids Handling	Recirculation Pump	Replaced recirculation pump system equipment	\$14,316	Replaced two hot water recirculation pumps, two check valves, and four isolation valves.
Solids Handling	Sump Pump	Pump refurbishment	\$1,762	Refurbished process waste sump pump no. 1.
Solids Handling	Grinder Cartridge	Replaced cartridge	\$9,639	Replaced failed sludge grinder cartridge with a new unit.
Solids Handling	Plug Valves	Replaced failed valves	\$3,832	Replaced 6-inch eccentric plug valves in two locations.
Solids Handling	Ferric Metering Pump	Replaced pump no. 1	\$4,441	Replaced pump with a new style gear pump.
Organic Waste Receiving Station	Rock Trap Grinder	Grinder refurbishment	\$11,261	Replaced knives and holder, shear plate and plate standoffs, mechanical seal, drive motor, and gearbox.
Organic Waste Receiving Station	Hose Pumps	Maintenance procedure	\$2,285	Replaced EPDM hose and hose lubricant.
Organic Waste Receiving Station	Odor Scrubber	Media replacement	\$8,115	Replaced H2S activated carbon filter media.
Chlorine Contact Tanks	Scum Pump	Pump replacement	\$5,202	Installed new pump, stainless base, supports, and hardware.
Chlorine Contact Tanks	Scum Pump	Pump replacement	\$1,902	Installed new isolation and check valves, new gaskets, and stainless steel hardware.
Outfall	Sample Pump	Pump and base refurbishment	\$3,665	Replaced base with stainless steel, fabricated new motor mount legs, removed old basket strainers and piping, and piped new supply line to pumps.

3) CMSA Maintained Assets (San Quentin Prison, Sanitary District #2, San Quentin Village)

Maintenance work performed over the quarter on collection agency assets by CMSA staff, an approved contractor, or service provider.

Asset Owner	Asset	Improvement	Total Cost	Comments
Sanitary District No. 2	Seawolf Pump Station	Pump Impeller refurbishment	\$2,733	Replaced pump no. 2's impeller.
Sanitary District No. 2	Paradise Pump Station	Surge tank level gauge replaced	\$1,513	Replaced isolation valves and fittings on sight gauge.

Work Orders – Third Quarter FY 2018

A work order is a written request that a preventive, planned corrective, or unplanned corrective maintenance task or project be performed. Work orders are typically generated and sent internally from one department to another. Shown in the table below are the types of work orders prepared by staff, the work orders completed, and the total labor hours, by type, to complete the work orders.


Work Order Type	# of WO's	% of Total WO's	Labor Hrs.	% of Total Hrs.
Preventative Maintenance (PM)	231	44.91%	824.50	11.32%
Corrective-Planned	158	30.74%	1265.75	17.38%
Corrective-Unplanned	48	9.34%	199.25	2.74%
Improvement Project Work	5	0.97%	582.25	8.00%
Coating Projects	1	0.19%	16.00	0.22%
Safety	12	2.33%	67.25	0.92%
Professional Development/Staff Meetings	23	4.47%	384.00	3.09%
Facilities Administration/Housekeeping	13	2.53%	410.25	5.27%
Process Control and Facility Operations	23	4.47%	3532.25	48.51%
Total	514	100%	7,281.50	100%



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager 

Subject: **Revised Administrative Policies and Procedures**

Recommendation: Approve the revised Administrative Policies - #56, 57, and 58.

Discussion: CMSA has Personnel, Financial, and Administrative Policy Manuals, with each being reviewed on a three-year rotating basis. During this fiscal year, staff has prepared a schedule to review the Administrative Policies and Procedures and intends to have them revised by June. Many of the revised Administrative Policies have been approved by the Board over the past few months, and at the May Board meeting staff will present the final few revised policies. Three policies are ready for Board review and consideration of approval, and each policy and its noteworthy revisions are briefly summarized below.

Employee Computer Purchase Assistance Program (#56) – This program was first approved by the Board in the early 1990s to encourage employees to purchase home computers and develop their computer skills. It has been revised several times since then, primarily to modify the loan terms as computer prices have decreased and new accessories and software programs have become available. The program provides employees an interest-free loan of up to \$1,750 to be repaid over a two-year period. Most revisions are editorial, and the Procedure section was rewritten to reflect how the loan application preparation, review, and approval process is administered.

Commuter Check and Cash Reimbursement Program (#57) – Several years ago the Board adopted this program to support employees, who take public transit to and from work. Under the program, authorized by the Internal Revenue Service, employees can receive pre-tax payroll deduction to purchase commuter transit passes. Since the program's inception, it was rarely used until the SMART train service began operation this past year. Now several employees commute to work on the SMART train and utilize the program. Revisions are minor and editorial, with many sections rewritten to improve the program clarity and align its procedure section with actual practice as use of the program has expanded.

Carpool/Alternate Commute Incentive Program (#58) – Many employees have been participating in this popular program since its adoption. Each year in the Agency's Annual Green Business Report, presented to the Board in September, staff reports on the number of employees utilizing the program. As with the prior two Board approved programs, this

program's revisions were primarily editorial in nature to clean up the program document as it hasn't been revised in several years. The Guaranteed Ride Home section was simplified and generalized to give a supervisor more flexibility in coordinating the ride home, since the SMART train and ride sharing services are now viable options in addition to using an Agency vehicle.

Attachments:

- 1) Revised Administrative Policy #56 – Employee Computer Purchase Assistance Program
- 2) Revised Administrative Policy #57 – Commuter Check and Cash Reimbursement Program
- 3) Revised Administrative Policy #58 – Carpool/Alternate Commute Incentive Program

POLICY/PROCEDURE #:	56
SECTION:	ADMINISTRATIVE – HUMAN RESOURCES
SUBJECT:	Employee Computer Purchase Assistance Program
DATE:	04/12/2018 (Board approved)

PURPOSE

To assist employees in the development of computer skills by providing an economic incentive to purchase a home computer, **job related** software, and **authorized** accessories.

ELIGIBILITY

Any employee who has completed their initial probationary period of employment.

There is no limit on the number of loans to which each employee can apply for during their employment at CMSA. However, there is a waiting period of 12 months between each loan as measured from the final loan installment payment.

LOAN AMOUNT

Minimum of \$250.00, maximum of \$1,750.00 per loan.

LOAN TERMS

- Loans are available for the purchase of a single computer or tablet. Also eligible for the loan are the computer software applications used to develop job specific skills.
- **Scanners, printers, or other equipment may be eligible for reimbursement if they are directly associated with work activities of job requirements.**
- Loans are interest-free.
- Minimum loan payment of \$25 per pay period through payroll deduction.
- Maximum loan repayment period of 52 pay periods **(2 years)**.
- In the event an employee **separates** from the Agency, finance staff will request that the employee provide written authorization for CMSA to deduct the remaining loan balance from their final payroll check.



PROCEDURE

1. Employees interested in applying for a computer loan must fill out the program specific Request for Financing form, available in the S/Lib-Forms and Templates/Staff Forms directory.
2. If requesting a loan, the employee must submit the completed Request for Financing form and a copy of the computer purchase receipt to the Administrative Services Manager (ASM).
3. If the Request for Financing is approved, the ASM will forward it to finance staff to prepare the Installment Note for the employee to execute.
4. After the employee has executed the Installment Note, finance staff will prepare a reimbursement check for the approved loan amount.
5. The employee will receive a copy of the Installment Note with the reimbursement check.

The Board of Commissioners reserves the right to terminate **or modify the program**. In the event the Board terminates the program, no new loans will be issued. Should this program be terminated, any employee with an outstanding loan will continue to make loan repayments until they satisfy the terms and conditions in the Installment Note.



POLICY/PROCEDURE#:	57
SECTION:	ADMINISTRATIVE – HUMAN RESOURCES
SUBJECT:	Commuter Check and Cash Reimbursement Program
DATE:	04/12/2018 (Board Approved)

PURPOSE

CMSA supports, encourages, and promotes the use of public transit when convenient and affordable for Agency employees, and the CMSA Commuter Check and Cash Reimbursement Program provides a tax-benefit to those employees using public transit.

BACKGROUND

The Federal Government Qualified Transportation Fringe (QTF) Benefit is governed by 26 USC Section 132(f) and allows the establishment of a pre-tax commuter check program to provide tax-free benefits for purchasing public transit passes for employees who commute to and from work using public transport or qualified vanpools (at least six passengers, excluding driver).

Commuter checks are vouchers that are issued directly to the transportation provider and are redeemed for public transit passes, tickets, tokens, and vanpool fares. Section 1.132-9(b) Q/A-16(a) allows a bona fide cash reimbursement arrangement to the employee when a public transportation provider accepts only debit card technology to receive discounted transportation services, or when the Agency incurs significant administrative cost.

There are a variety of public transit agencies and organizations that participate in the program, such as **BART, Golden Gate Transit, and Sonoma-Marín Area Rail Transit (SMART)**.

Any employee who commutes to and from work using public transport is also eligible to participate in the Agency’s Carpool/Alternative Commute Incentive Program, outlined in *Policy/Procedure #58*.

PROCEDURE

- A. Employees who qualify for the benefit will complete a Commuter Check and Cash Reimbursement Program Request form when requesting a commuter check or seeking pre-tax reimbursement for qualifying transit expenses. The form is located on the Agency’s network at S:/Library-Forms and Templates/STAFF FORMS.
 - 1) Only one form per employee per requested time period (i.e., monthly, bimonthly, or quarterly) will be processed by the Agency.
 - 2) The employee may request more than one commuter check for each specific public transit agency/organization requested per time period up to the aggregate cost prescribed by Federal law.



- 3) Only one Agency check per public transit agency per time period shall be processed.
- B. Employee shall submit their request form to the Administrative Services (ASM) for approval and authorization, preferably five (5) days before the employee needs the commuter check(s) to allow time for processing. The form will be returned to the employee if not approved with an explanation for the denial.
 - C. After approval, the ASM will provide the authorized form to finance staff **to set up the appropriate pre-tax payroll deduction in the Agency's accounting system. Note: The Accountant Technician will keep a separate file record of the commuter check transactions for audit purposes.**
 - E. The Finance Department will issue an Agency check payable to each public transit agency/organization indicated on the form and give the check(s) directly to the employee to pay the appropriate fare for the approved transit pass.
 - F. If the transit agency/organization does not accept a check, the Agency will issue a check to the employee as a reimbursement, provided that he/she has attached the appropriate receipts documenting the direct purchase of transit passes.
 - H. The check(s) provided to the employee for this purpose cannot be transferred or negotiated in any other way or for any other purpose.
 - I. After the check is processed by the transit agency/organization and returned from the bank, the Accountant Technician will verify that the check was endorsed properly by the appropriate transit agency/organization or its official representative.

Endorsements from any other party will be investigated by management. Suspicious investigation findings will be reported promptly to the GM. If fraudulent, dishonest, or misuse actions are discovered during the investigation, the employee will not be allowed to continue participation in the program, and may receive the appropriate level of disciplinary action.



POLICY/PROCEDURE #:	58
SECTION:	ADMINISTRATIVE – HUMAN RESOURCES
SUBJECT:	Carpool/Alternate Commute Incentive Program
DATE:	04/12/2018 (Board approved)

PURPOSE

To provide a Carpool/Alternate Commute Incentive Program that encourages and supports Agency employees using alternatives to single-occupant vehicles for commuting to work. This program enables CMSA to build on its commitment as a Marin County Green Business by reducing traffic, fossil fuel consumption, and greenhouse gas emissions.

SCOPE

This program is available to all Agency employees who use alternatives to single-occupant vehicles to commute to and from work. Employees may enroll in or make changes to their existing enrollment at any time. There are two broad categories: use of an Agency vehicle for qualified carpools (“Agency Vehicle Carpool”) and all other commute alternatives (“Alternate Commute Program”). Employees will have the opportunity to select the mode(s) of commute and the frequency of usage. Participating employees may select more than one mode of commute to best accommodate their needs. The Agency will strive to provide flexibility in work schedules to accommodate alternative commuting schedules. Finally, the Agency will provide an Agency vehicle for a guaranteed ride home when an unforeseen situation arises either at the Agency or with the employee which would disrupt a planned alternative commute trip.

PROGRAM ALTERNATIVES

- Agency Vehicle Carpool – The Agency will make available two **hybrid** vehicles for commute use for when three (3) or more employees agree to carpool;
- Alternate Commute Program – Alternatives to solo driving, including:
 - Using a private vehicle to carpool with other CMSA employees;
 - Using public mass transit;
 - Bicycling;
 - Participating in a third-party vanpool or rideshare program.

SUPPORT AND INCENTIVES

In order to support commute alternatives, the Agency will provide the following incentives for employees who use them:



- An Agency vehicle for three (3) or more CMSA employees who participate in an approved Agency Vehicle Carpool. **One of the two commute vehicles is required to remain onsite for business use until 4:15 pm.**
- A **\$5.00** per day cash stipend to each employee (except for members of Agency Vehicle Carpools) for each day that they participate in the Alternate Commute Program.
- Flexibility in employees' work shift start and stop times and Rotating Days Off (RDO), to accommodate carpooling or other commute schedules.
- A guaranteed ride home when unforeseen Agency needs (such as overtime requests) or personal emergencies arise that would prevent the employee from completing their planned alternative commute that day.

PROCEDURES

I. Eligibility

All Agency employees are eligible to participate in the program.

II. Registration

- A. Each participating employee will fill out a registration form before beginning participation. On the form, the employee will indicate:
 - 1) initial enrollment or changes in program participation,
 - 2) which alternative(s) they plan to use, and
 - 3) if they are requesting a change in their work schedule.
- B. Employees will submit the completed form to the Administrative Services Manager, who will serve as Program Administrator. Employees may make changes (changing to a different Agency Vehicle Carpool, or changing the mix among alternatives) by submitting a new registration form. Changes may be subject to review and approval by the Program Administrator.
- C. Registration for use of Agency Vehicle
 - 1) At the discretion of the Program Administrator, employees currently using an Agency vehicle for carpooling **shall** be required to submit a registration every six months, aligned with the semiannual Operations Department shift change. The purpose of this requirement is to provide all Agency employees with an opportunity to use an Agency vehicle for carpooling since the number of participants is limited by the capacity of the two vehicles. Should the requests for Agency vehicle use exceed the



capacity of the vehicles, the Program Administrator will grant preference to employee(s) who are not currently using an Agency vehicle. The assignment of users to remaining carpool slots will be by lottery.

III. Schedule Flexibility

- A. The Agency will support flexibility with work hours and RDOs to accommodate commute requests, provided that all changes must be consistent with the Agency's operational needs, personnel policies and procedures, and the provisions of the Agency's Memorandum of Understanding with SEIU.
- B. Any request for work schedule change will be **reviewed and considered by the Department Manager.**

IV. Tracking and Incentives

- A. Each employee who enrolls in the program will track his/her actual participation for each pay period on his/her timesheets. Accuracy of reporting will be monitored by his/her **supervisor.**
- B. Employees who commute in an organized vanpool or public transit may also combine the pretax withholding provisions of the Agency's Commuter Check Program with the **\$5.00** per day stipend.

V. Private Vehicle Carpooling Requirements

- A. Two or more Agency employees may form a private carpool if they determine that carpooling is a viable alternative for them. For private carpools, details such as route, pick-up times and locations, wait time for tardy members, and cost sharing will be decided among the carpool members. Employees may wish to make one or more "trial runs" to determine suitability and compatibility before formally registering their carpool. The Agency will not mediate disputes among carpool participants.
- B. Participants who use their personal vehicles for carpools will need to provide proof of automobile insurance **annually.** The Agency is neither responsible nor liable for any bodily injury or property damage that may arise during the commute to and from work.

VI. Agency Vehicle Carpooling Requirements

- A. If three (3) or more Agency employees determine that carpooling is a viable alternative for them, they may request use of an Agency vehicle for their carpooling. The Program Administrator will review Agency vehicle carpool requests, assign vehicles, designate drivers, and impose conditions on vehicle use as needed to ensure that the vehicles are available for Agency use. The assignment of the Agency vehicle(s) will be based on the greatest number of



riders in a vehicle. Carpoolers will be expected to determine the details of the carpool the same as private vehicle carpooling. Use of an Agency vehicle for carpooling will be subject to all the conditions contained in Agency policies pertaining to use of Agency vehicles and driving while on Agency business. The Agency will not mediate disputes among carpool participants.

- B. Designated drivers using Agency vehicles for carpools are required to follow the same check-out procedures for the use of Agency vehicles. When a designated vehicle is unavailable for commute use, the Program Administrator will **consider approving** the use of non-designated vehicle for commute purposes.
- C. Participants using the Agency vehicle must adhere strictly to the requirement for three persons minimum in a vehicle during each trip (Refer to Taxability of Incentives, Section 132 of the Internal Revenue Code). The Agency reserves the right to suspend use of an Agency vehicle for carpooling if the Program Administrator deems that the users have not met the minimum rider requirement.
- D. Agency vehicle carpools are exempt from the minimum rider requirements under the following situations:
 - 1) When a participant is scheduled for standby duty, he/she becomes the driver for the carpool (unless the standby person has received prior authorization, he/she may not take a separate Agency car and commute separately from the carpool).
 - 2) A participant has an approved **leave** from work.
 - 3) A participant has an unforeseen absence from work.

VII. Guaranteed Ride Home

- A. **Employees participating in this program are eligible for a guaranteed ride home if required to work overtime or to respond to a personal/family emergency. The guaranteed ride home will be coordinated with the employee's supervisor.**
- B. **"Emergency" is defined as the sudden onset of illness, illness or injury to an immediate family member, immediate threat of property loss, or other qualifying event as determined by their supervisor.**

VIII. Other Programs

- A. **Employees may elect to join a non-CMSA ridesharing arrangement with local employers, such as PG&E, Golden Gate Transit, or Marin Municipal Water District. Employees using such non-CMSA alternatives will be expected to arrange all the details of their participation themselves. They will be eligible for the \$5.00 per day cash stipend for each day they participate, are required to track their participation, and may request **schedule flexibility**.**



IX. Accountability

- A. The Program Coordinator reserves the right to audit timesheets to ensure that program participants adhere to these procedures. Should the Program Administrator determine that a participant has improperly used this program, the Program Administrator can immediately suspend the employee from further participation. The employee may also be subject to other penalties or disciplinary action for falsifying **program forms**, timesheets or reimbursement requests.

TAXABILITY OF INCENTIVES

The **\$5.00** per day stipend for employees participating in the Alternate Commute Program will be totaled for the days they participated in each pay period and added to the employee's gross pay for that pay period, and taxed accordingly.

Employees participating in an Agency Vehicle Carpool will receive non-cash, taxable benefit of \$1.50 each way per day they participated in the pay period. This is based on Section 132 of the Internal Revenue Code, under which the Agency would be able to apply the "commuting rule" to determine the commuting value of a car. Under this rule, the employer (CMSA) determines the commuting value by multiplying each one-way commute (from home to work or from work to home) by \$1.50. This rule is applicable if the vehicle is generally used each workday to carry **at least three (3)** employees to and from work in an employer-sponsored commuting pool. The Agency is obligated to adjust the value of the taxable benefit to conform to IRS pronouncements. If there are less than three employees, the cents-per-mile rule would apply, with mileage driven multiplied by the most current IRS rate.

Both the stipend and the noncash benefit will be reported on the employee's biweekly pay statements.





BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager *JD*

Subject: Associate and Assistant Engineer Job Descriptions

Recommendation: Approve the Associate and Assistant Engineer job descriptions.

Summary: Over the past few years, engineering staff have been more actively involved in different aspects of the Agency business and operations, such as serving on the process control, energy/greenhouse gas, and safety/security committees, to developing and managing nearly all of the Agency's professional service, maintenance repair/rehabilitation, equipment procurement, and capital construction contracts. These additional responsibilities justified revising the combined assistant/associate engineer job description in early 2016 and then hiring a second assistant engineer. Since then, the Agency's assistant engineers have grown in their positions, continued their professional development and education, and have been assigned expanded project responsibilities. To improve the engineering career path qualifications, management believes it is an appropriate time to separate the combined assistant/associate engineer job description into individual assistant and associate engineer job descriptions.

Staff has prepared each individual job description for the Board's review and consideration of approval. The primary differences between the two job classifications is that the associate engineering position is unrepresented, requires a professional engineering license, will be assigned program, project, and construction management level responsibilities, and may periodically supervise other technical services staff. The assistant engineer position is represented by SEIU Local 1021, and the SEIU field representative, Michael Vilorio, did not have any questions or concerns with the job description.

Attachment:

- Associate Engineer Job Description
- Assistant Engineer Job Description



CENTRAL MARIN SANITATION AGENCY

1301 Andersen Drive | San Rafael, CA 94901 | 415.459.1455 | FAX: 415.459.3971

JOB DESCRIPTION: ASSOCIATE ENGINEER

SUMMARY

Under general supervision of the Technical Services Manager, performs engineering, project management, construction management, and other engineering or technical services for the Agency. Makes calculations, performs design work, administers contracts, maintains records, conducts studies regarding capital projects and treatment plant processes, and performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to, the following:

- Serves as project engineer and/or project manager on assigned Agency planning and design projects: leads intra-Agency project teams, prepares consultant selection documents, reviews consultant submittals, and actively manages projects.
- Performs complex engineering duties and exercises significant independence in carrying out the duties of the position.
- Exercises discretion and independent judgment in prioritizing multiple projects
- Serves as Agency representative and construction manager on assigned Agency construction projects: conducts and documents onsite inspections; coordinates design changes in the field; reviews and recommends approval of progress payments; and prepares or approves as-built record drawings.
- Evaluates, plans and designs modifications to wastewater facilities: identifies, analyzes, and evaluates alternatives, and makes recommendations.
- Researches new technologies, products, equipment, codes and regulations, and prepares reports with alternative analyses.
- Provides engineering support to other Agency teams and departments.
- Prepares contract documents for equipment procurement, consultant studies, and maintenance contracts, and manages consultant and contractor activities as assigned.
- Represents the Agency with industry organizations, multi-agency committees, professional groups, and the public.
- Establishes and maintains positive working relationships with Agency management and staff, local and regulatory agencies, contractors, consultants, and the public.
- Participates in special projects as assigned.
- Maintains accurate records and files, including electronic and paper record drawings.
- Prepares and maintains records of correspondence, reports, procedures, and other engineering work products. May present recommendations to the Board of Commissioners.
- Assists with the management of the Agency's Pollution Prevention and Pretreatment Programs.

SUPERVISORY RESPONSIBILITIES

This position has no direct, ongoing supervisory responsibilities. May act as a supervisor to Technical Services staff for specifically assigned Agency projects and/or programs.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education

Equivalent to a bachelor's degree (B.S.) from four-year ABET-accredited college with major coursework in civil engineering or related field of study. Graduate engineering degree is desirable.

Experience

Minimum of four (4) years increasingly responsible professional engineering experience, preferably in a public agency setting, is required. Experience in a water or wastewater related field is highly desirable.

Interpersonal Skills

Ability to work cohesively in a team setting. Ability to interact with others (co-workers, supervisors, subordinates, vendors, and members of the public) in a professional manner; to accept constructive criticism from supervisors, and peers; to recognize the need for, and to seek, assistance or clarification as needed; to work independently; to handle work-related stress in a professional manner; to prioritize assignments and meet deadlines; successfully balance life demands with work demands; to arrive at work as scheduled and to work the hours as agreed upon and scheduled.

Language Skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information in a variety of settings and respond to questions.

Mathematical Skills

Ability to carry out routine engineering calculations related to wastewater treatment process control parameters and engineering design including surveying, open channel and pressure pipe hydraulics, mass balance, and engineering economics.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical information in mathematical or diagram form and deal with a variety of abstract and concrete variables; to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems; ability to deal with verbal and nonverbal symbolism such as formulas, scientific equations, graphs, etc.

CERTIFICATES, LICENSES, REGISTRATIONS

Registration as a Professional Engineer in the State of California is required. Failure maintain a license in good standing may result in loss of employment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The job duties require sitting, standing, walking on level and unlevel surfaces, reaching, twisting, turning, kneeling, bending/stooping, crouching, grasping and making repetitive hand movements in the performance of daily duties. The employee must be able to lift and/or move up to 20 pounds above the head, and up to 50 pounds to waist height.

Specific vision ability required by this job includes the ability to see clearly at 20 inches or less, at 20 feet or more, to judge distances and spatial relationships to see objects where and as they actually are, and to adjust the eye to bring an object into sharp focus.

Examples of the physical demands for this position, including their activity and duration, are available from Administration.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those that an employee encounters while performing the essential functions of this job.

The employee typically works in an office environment with moderate noise levels, temperature controlled conditions, and no direct exposure to hazardous physical substances. While performing field duties of this job, the employee is occasionally exposed to wet and/or humid conditions, outdoor weather conditions, moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, the risk of electrical shock, or to vibration. The noise level in the field work environment is usually moderate, with occasional exposure to loud equipment.

SPECIAL REQUIREMENTS

There are no special requirements for this job.

RIGHT TO WORK DOCUMENTATION

Before being hired, all new employees will be required to show documentation as proof of authorization to work in the United States.

Job Title:	Associate Engineer
Department:	Technical Services
Reports To:	Technical Services Manager
FLSA Status:	Non-Exempt
Revision Date:	April 12, 2018



CENTRAL MARIN SANITATION AGENCY

1301 Andersen Drive | San Rafael, CA 94901 | 415.459.1455 | FAX: 415.459.3971

JOB DESCRIPTION: ASSISTANT ENGINEER

SUMMARY

Under direction of the Technical Services Manager, performs engineering, project management, construction management, and other engineering or technical services for the Agency. Makes calculations, performs design work, administers contracts, maintains records, conducts studies regarding capital projects and treatment plant processes, and performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

This is the entry-level non-registered classification in the engineering series. Duties include, but are not limited to, the following:

- Serves as project engineer on assigned Agency planning and design projects: leads intra-Agency project teams, prepares consultant selection documents, reviews consultant submittals, and actively manages projects.
- Serves as Agency representative and inspector on assigned Agency construction projects: conducts and documents onsite inspections; coordinates design changes in the field; reviews and recommends approval of progress payments; and prepares or approves as-built record drawings.
- Evaluates, plans, and designs modifications to wastewater facilities: identifies, analyzes, and evaluates alternatives, and makes recommendations.
- Researches new technologies, products, equipment, codes and regulations, and prepares reports with alternative analyses.
- Provides engineering and technical support to Agency teams and other departments.
- Prepares contract documents for equipment procurement, consultant studies, and maintenance contracts, and manages consultant and contractor activities as assigned.
- Meets with industry organizations, multi-agency committees, professional groups, and the public.
- Establishes and maintains positive working relationships with Agency management and staff, local and regulatory agencies, contractors, consultants, and the public.
- Participates in special projects as assigned.
- Maintains accurate records and files, including electronic and paper record drawings.
- Prepares and maintains records of correspondence, reports, procedures, and other engineering work products.
- Provides support to the Agency's Pollution Prevention and Pretreatment Programs as needed.

SUPERVISORY RESPONSIBILITIES

This position has no supervisory responsibilities. May act as team leader for assigned Agency teams, and as such, may coordinate or oversee the work of other Agency staff.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education

Equivalent to a bachelor's degree (B.S.) from a four-year ABET-accredited college with major coursework in civil engineering or related field of study. Graduate engineering degree is desirable.

Experience

No experience is required. However, one or more years' experience in an engineering field is desirable.

Interpersonal Skills

Ability to work cohesively in a team setting. Ability to interact with others (co-workers, supervisors, vendors, and members of the public) in a professional manner; to accept constructive criticism from supervisors and peers; to recognize the need for, and to seek, assistance or clarification as needed; to work independently; to handle work-related stress in a professional manner; to prioritize assignments and meet deadlines; successfully balance life demands with work demands; to arrive at work as scheduled and to work the hours as agreed upon and scheduled.

Language Skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions.

Mathematical Skills

Ability to carry out routine engineering calculations related to wastewater treatment process control parameters and engineering design including surveying, open channel and pressure pipe hydraulics, mass balance, and engineering economics.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical information in mathematical or diagram form and deal with a variety of abstract and concrete variables; to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems; ability to deal with verbal and nonverbal symbolism such as formulas, scientific equations, graphs, etc.

CERTIFICATES, LICENSES, REGISTRATIONS

Possess an Engineer-In-Training Certificate, or obtain it during the probationary employment period with the Agency. Failure to obtain and/or maintain this certification may result in loss of employment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The job duties require sitting, standing, walking on level and unlevel surfaces, reaching, twisting, turning, kneeling, bending/stooping, crouching, grasping, and making repetitive hand movements in the performance of daily duties. The employee must be able to lift and/or move up to 20 pounds above the head, and up to 50 pounds to waist height.

Specific vision ability required by this job includes the ability to see clearly at 20 inches or less, at 20 feet or more, to judge distances and spatial relationships to see objects where and as they actually are, and

to adjust the eye to bring an object into sharp focus.

Examples of the physical demands for this position, including their activity and duration, are available from Administration.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those that an employee encounters while performing the essential functions of this job.

The employee typically works in an office environment with moderate noise levels, temperature controlled conditions, and no direct exposure to hazardous physical substances. While performing field duties of this job, the employee is occasionally exposed to wet and/or humid conditions, outdoor weather conditions, moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, the risk of electrical shock, or to vibration. The noise level in the field work environment is usually moderate, with occasional exposure to loud equipment.

SPECIAL REQUIREMENTS

There are no special requirements for this job.

RIGHT TO WORK DOCUMENTATION

Before being hired, all new employees will be required to show documentation as proof of authorization to work in the United States.

Job Title:	Assistant Engineer
Department:	Technical Services
Reports To:	Technical Services Manager
FLSA Status:	Non-Exempt
Revision Date:	April 2018



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager *JD*

Subject: Health and Safety Program Management Series Classification

Recommendation: Approve the revised Health and Safety Program Management Series Classification and its three position's salary ranges.

Summary: CMSA and Novato Sanitary District's (NSD) shared Health & Safety (H&S) Program Manager resigned in March, and accepted a similar position in Seattle, Washington. CMSA and NSD staff have prepared a job series classification that includes a description, qualifications, and salary range for three separate H&S positions.

Discussion: In March 2017, the Agency hired an H&S Manager to serve as the safety professional staff in CMSA and NSD's H&S Program. With the H&S Manager separation, NSD's Safety Officer, the former shared Safety Director, will maintain the H&S Program until a new H&S professional is hired. CMSA and NSD staff have developed a recruitment schedule, prepared the new H&S classification, and agreed that NSD will manage the recruitment process. The H&S position is a CMSA employee, with NSD reimbursing CMSA for its share of the H&S program expenses.

Since the Program's inception in 1993, the participating agencies have recruited three times for an H&S professional, and each recruitment had a limited number of applicants. With the former Safety Director providing technical oversight of the Program, CMSA and NSD decided to advertise for the classification's three positions in an effort to attract a broader range of applicants. Once the advertisement period closes and the applications are evaluated, the agencies will decide which level of H&S professional to interview. Each position's salary range is shown below, and is based on the CMSA Board approved salary range for the prior H&S Manager position (now called the Senior Safety Specialist). A limited compensation survey of SF Bay area agencies with H&S staff confirmed the ranges are reasonable and competitive.

Specialist: \$7,200 – \$8,752
Senior Specialist: \$8,335 - \$10,132
Manager: \$9,649 - \$11,729

Attachment: Health and Safety Program Management Series Classification



CENTRAL MARIN SANITATION AGENCY

1301 Andersen Drive | San Rafael, CA 94901 | 415.459.1455 | FAX: 415.459.3971

JOB DESCRIPTIONS

**Health and Safety Program Management Series:
Safety Specialist, Senior Safety Specialist, Safety Manager**

SUMMARY

Under the general direction of the Central Marin Sanitation Agency (CMSA) General Manager, each of these positions perform the full array of duties assigned to the Safety Program Management class, including developing, coordinating, and overseeing implementation of a comprehensive occupational safety, health, and injury management program at CMSA and the Novato Sanitary District.

Safety Specialist

The Safety Specialist is the entry-level position in the Health and Safety Program Management (H&S) Series that allows the incumbent to develop the essential knowledge, skills, and abilities necessary in this series. Under close direct supervision, incumbents perform the full array of tasks associated with the H&S series. The Specialist shall participate in the development of policies and programs, and coordinate the implementation of associated programs. Injury management responsibilities include assisting with investigations and ensuring effective return-to-work programs. This classification is distinguished from the next higher classification of Safety Manager by the level of supervision received, complexity of tasks expected to be performed, and program development responsibilities.

Senior Safety Specialist

The Senior Safety Specialist is a mid-level program management position responsible for performing the full scope of assigned duties with minor technical supervision. The incumbent is responsible for researching, developing, coordinating, and overseeing implementation of safety, health, and injury management programs. This position requires a high level of initiative and organizational skills, and ability to appropriately establish priorities. This classification is distinguished from the next higher classification of Safety Manager by the level of oversight received, complexity of tasks expected to be performed, and level of responsibility in program development and implementation.

Safety Manager

The Safety Manager is a senior-level program management position responsible for independently establishing priorities and performing the full scope of assigned duties with little technical supervision. This position may provide direction to others in the implementation of associated programs and manages all aspects of the injury management and worker's compensation programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to, the following:

1. Conducts assessments of the facilities and equipment to identify risks to the employees, the community and the Agency, and to ensure compliance with applicable occupational safety, health, and injury management regulatory requirements.
2. Ensures written site-specific policies, programs, procedures, and associated documentation that fulfill regulatory requirements and support effective and efficient management of occupational safety, health, and injury management risks.
3. Designs, develops, and maintains employee occupational safety, health, and injury management communication and training programs that ensure a thorough understanding of the hazards,

protective measures, and individual responsibilities. Makes presentations to staff and elected representatives as necessary.

4. Consults with and advises Agency managers and supervisors on occupational safety, health, and injury management issues. Meets regularly with the manager of each Agency to review the status of the Agency's programs.
5. Anticipates, schedules, and coordinates medical evaluations, audiometric testing, trainings, assessments, and compliance activities, ensuring certifications are current and associated records of such are maintained.
6. Advises and provides assistance in the overall management of hazardous materials.
7. Assists Agencies in maintaining pertinent, well-organized files in support of the occupational safety, health, and injury management programs.
8. Plans, coordinates, and manages outside expertise that may assist with the occupational safety, health, and injury management programs such as safety assessments, training, and program improvements/development.
9. Monitors legislative and regulatory changes at the local, state, and federal levels, as well as trends and innovations in the fields of occupational safety, health, injury management, and workers' compensation. Provides updates to Agency staff on pertinent issues and acts as liaison between the regulatory agencies and Agency management as necessary.
10. Participates in activities, both inside and outside the Agencies, developing professional networks, building alliances, and developing valuable collaborative resources.
11. Performs other assignments and special projects as needed.

MANAGEMENT AND SUPERVISORY RESPONSIBILITIES

Positions in the H&S Management Series have no direct supervisory responsibilities, however a position may have responsibility for the oversight and administration of occupational safety, health, injury management, and loss control related projects including any associated contractors and consultant service contracts.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and/or Experience

Safety Specialist

Bachelor's degree (B.S. or B.A.) from an accredited college or university in occupational safety and health, industrial hygiene, safety management, safety engineering, or a related field; experience and knowledge in occupational safety and health may be substituted for the educational requirements.

Three (3) years of increasingly responsible experience as an industrial and/or field safety professional which included inspecting facilities and equipment, conducting safety investigations, developing and conducting safety training, and enforcing safety codes and regulations. Relevant graduate level education may be substituted for one (1) year of work experience.

Senior Safety Specialist

Bachelor's degree (B.S. or B.A.) from an accredited college or university in occupational safety and health, industrial hygiene, safety management, safety engineering, or a related field.

Six (6) years of increasingly responsible experience as an industrial and/or field safety professional

which included inspecting facilities and equipment, conducting safety investigations, developing and conducting safety training, and enforcing safety codes and regulations, including two (2) years of program management experience and two (2) years' experience in injury management and early return-to-work programs. Must have proven ability to manage safety programs and provide organizational leadership. Relevant graduate level education may substitute for up to two (2) years of work experience.

Passing probation is contingent upon receiving the Associate Safety Professional (ASP), or equivalent certification.

Safety Manager

Bachelor's degree (B.S. or B.A.) from an accredited college or university in occupational safety and health, industrial hygiene, safety management, safety engineering, or a related field. A Master's Degree is desirable.

Eight (8) years of increasingly responsible experience as an industrial and/or field safety professional which included inspecting facilities and equipment, conducting safety investigations, developing and conducting safety training, and enforcing safety codes and regulations, including four (4) years' experience in program management and management of injury management/early return-to-work programs. Must have proven ability to effectively manage safety programs and provide organizational leadership.

Passing probation is contingent upon receiving the Certified Safety Professional (CSP) or equivalent certification.

Knowledge

Thorough knowledge of the principles and practices of occupational safety, health, and injury management program development and management, including accident prevention and investigation techniques, adult learning principles and instructional methods.

Working knowledge of applicable local, state and federal laws, codes and regulations and industry standards.

Proficiency in computer systems and MS Office applications associated with performance of assigned work as well as basic problem-solving skills associated with software applications.

Interpersonal & Other Skills

Ability to establish and maintain cooperative professional relationships with all levels of staff, regulators, and members of the general public; to accept constructive criticism from supervisors and peers, to recognize the need for, and to seek, assistance or clarification as needed; to work independently; to handle work-related stress in a professional manner; to prioritize assignments and meet deadlines; to prevent personal problems from adversely impacting work for self or others; to establish and maintain effective working relationships; to arrive at work as scheduled and to work the hours as agreed upon.

Ability to maintain a high level of integrity and confidentiality when dealing with sensitive and complex issues.

Language Skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and applicable laws, codes and regulations. Ability to write reports, business correspondence, training materials, policies and procedures. Ability to effectively present information and respond to questions from all levels of staff, regulators, and members of the general public.

Mathematical Skills

Ability to apply mathematical concepts such as fractions, percentages, ratios, exponents, and proportions and use spreadsheet and database applications to construct, interpret and present statistical data.

Reasoning Ability

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to effectively plan, organize, and execute work, and to manage multiple and concurrent projects.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess a valid California Class C driver's license, have a satisfactory driving record and continue to meet the Agency's insurer's driving standards. Failure to maintain these standards may result in loss of employment.

Additional certifications such as Associate in Risk Management (ARM), and certifications in the Incident Command System (ICS), and HAZWOPER are desirable.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to use hands and arms, handle, feel, and talk or hear in person or on the telephone or radio. An employee is required to sit for periods of time and frequently required to walk, kneel, crouch and climb ladders. The employee must be able to lift and/or move up 20 pounds, to shoulder height. Specific vision required by this job includes close vision, color vision, peripheral vision, and ability to adjust focus.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate and typical of a business office with computers and printers operating. There will be occasional exposure to industrial equipment and construction related noise levels while performing inspections and facility/equipment assessments.

SPECIAL REQUIREMENTS

None

RIGHT TO WORK DOCUMENTATION

Before being hired, all new employees will be required to show documentation as proof of authorization to work in the United States.

Job Title:	Safety Specialist	Senior Safety Specialist	Safety Manager
Department:	Administration	Administration	Administration
Report to:	General Manager	General Manager	General Manager
FLSA Status:	Non-Exempt	Exempt	Exempt
Revised Date:	April 2018	April 2018	April 2018



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates
From: Kenneth Spray, Administrative Services Manager
Approved: Jason Dow, General Manager 
Subject: **Met Life Investment Withdrawal**

Recommendation: Adopt Resolution #328 to cancel the investment with MetLife, Inc. and withdraw the funds.

Summary: The Agency was placed in an investment in common stock by indirect action in approximately 2000, and has been receiving dividends on that investment since that time. The investment is not permitted by the California Government Code in any dollar amount and must be sold.

Discussion: The Agency used MetLife for its life insurance needs from the 1990s through 2015 when a new life insurance contract was negotiated. On or about the year 2000, per information from MetLife, MetLife went public and issued a corporate action notice to all of its customers for a one-time cash distribution or a dividend-paying stock investment. The action required a response, and “no response” by default would result in being placed in a dividend-paying stock investment. The Agency did not respond and was placed in the investment. The Agency has been receiving dividends on the investment since that time in the amount of approximately \$40 quarterly.

As a public agency, the Agency is subject to California Government Code Sections 53600, et seq, that includes authorized investments. Since inception, the Agency has been the beneficiary of trust interests in the amount of 95 shares of MetLife, Inc. common stock valued at approximately \$5,000. Accordingly, the Agency is not permitted to hold common stock, or trust interests in common stock, as common stock is not an authorized investment. In light of the Government Code, the Agency must cancel and withdraw its investment in Met Life.

Attachment:

- Resolution #328 – Resolution Authorizing the Cancellation and Withdrawal of Investment in MetLife, Inc.



CMSA Resolution No. 328

***RESOLUTION OF CENTRAL MARIN SANITATION AGENCY
AUTHORIZING THE CANCELLATION AND
WITHDRAWAL OF INVESTMENT IN METLIFE, INC.***

WHEREAS, the Central Marin Sanitation Agency (the "Agency") is a California public agency subject to California Government Code Sections 53600, et seq, regarding authorized investments; and

WHEREAS, investments in equity securities, i.e., stocks, are not a permitted investment under provisions of the California Government Code; and

WHEREAS, the Agency is the beneficiary of trust interests in the amount of 95 shares of MetLife, Inc. common stock valued at approximately \$5,000 acquired by indirect action of the Agency; and

WHEREAS, Jason Dow is the General Manager and Kenneth Spray is the Administrative Services Manager of CMSA, and both are authorized to conduct financial transactions;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CENTRAL MARIN SANITATION AGENCY TO CANCEL AND WITHDRAW the Agency's investment in MetLife, Inc. Holder Account Number C0008699909 in its entirety.

PASSED AND ADOPTED at the meeting of the Central Marin Sanitation Agency Commissioners, County of Marin, State of California, on April 12, 2018, by the following vote.

AYES:

NAYS:

ABSTAIN:

ABSENT:

Diane Furst, Commission Chair

ATTEST:

By _____
Tom Gaffney, Commission Vice-Chair



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Kenneth Spray, Administrative Services Manager

Approved: Jason Dow, General Manager *JJD*

Subject: **GASB 75 Actuarial Valuation Report**

Recommendation: Accept the Agency's GASB 75 Valuation Report, and provide comments or direction to the General Manager, as appropriate.

Summary: Nick Franceschine with North Bay Pensions has prepared the Agency's Governmental Accounting Standards Board (GASB) 45 OPEB valuation reports since 2010, the first year GASB required the report to be prepared and its annual unfunded liability reported in Agency financial statements. Mr. Franceschine has prepared the new GASB 75 OPEB Valuation Report for the Agency, and unfortunately due to a teaching commitment is unable to attend the April 12 Board meeting. Staff will present the GASB 75 report key findings at the meeting, and can schedule another meeting if the Board would like a more detailed presentation from Mr. Franceschine.

GASB 75 Report Findings: A reconciliation of the change in the total benefit obligation from 2015 to 2018 is as follows:

\$4,512,143	Total benefit obligation at 01/01/15
(350,756)	GASB 75 changes in assumptions – net
<u>1,082,667</u>	GASB 75 inclusion of value of subsidized premiums **
<u>\$5,244,054</u>	Total benefit obligation at 01/01/18
<u>\$2,447,909</u>	Plan assets as of 04/03/18
<u>47%</u>	Percent funded
<u>\$2,796,145</u>	Net OPEB liability

** The single largest increase in the benefit obligation is due to the value of subsidized premiums wherein younger, healthier persons essentially subsidize older less healthy persons.

Discussion: Unfunded liabilities have become an issue of concern for many public agencies who have retiree health benefit plans. For transparency and additional information, GASB 75 requires disclosure of the total liability associated with a retiree health plan and many changes to disclosures in the notes to the financial statements and required supplementary information.

These changes are designed to improve clarity of accounting and financial reporting and user understandability.

GASB issued Statement No. 75 in June 2015, effective for the fiscal year 2017-18, and is entitled *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB)*. The history of accounting for OPEB began with GASB 12 issued in 1990 where costs were accounted for on a pay-as-you-go basis. GASB 45 issued in 2004 required accounting for OPEB costs on an actuarial basis. GASB 45 has been revised and replaced by GASB 75, which is actuarially based and has additional requirements for reporting and disclosing the total liability and details of the liability.

The Agency provides a two-tiered OPEB plan to all active employees with eligibility determined based upon hire date. Active employees hired before July 1, 2010 receive an employee-only medical lifetime benefit, tier-1, while those hired after July 1, 2010, tier-2, receive what is known as the PEMHCA minimum, currently at \$128 per month, paid by the Agency toward monthly medical costs. The remainder of the tier-2 monthly medical cost is paid for by the retiree. The current total benefit obligation is actuarially calculated at approximately \$5.2M with a fixed number of active employees eligible for the higher tier-1 benefit. The total obligation may change over time due to changing assumptions, but no new employees enter the tier-1 plan and at some point will begin to decrease due to mortality.

The Agency is funding its obligation into a separate OPEB plan administered by CalPERS, called the California Employers' Retiree Benefit Trust (CERBT). The CERBT plan is a multi-employer Section 115 trust that is separate from pension and set up exclusively to provide OPEB benefits. The plan is currently 47% funded at approximately \$2.5M. The Agency opted for investment strategy-1 at plan inception that has been yielding in excess of 9% on average, well above the GASB 75 actuarially assumed rate of return of 7.28%. Assets under management have shown good growth over their eight-year course.

GASB 75 Changes: For added transparency, one of the major changes for GASB 75 from GASB 45 is to reflect the entire Net OPEB Liability (NOL) on the face of the balance sheet. The NOL is calculated as the excess of the OPEB liability over plan assets. An NOL is the case during the plan funding period until such time the plan becomes fully funded. Should the plan become overfunded with assets exceeding liabilities, then the net plan asset would also be reflected as an asset on the balance sheet. The net change in the NOL flows through expense. An increase in liability increases expense and a decrease in liability reduces expense. OPEB expense is now called an "actuarially determined contribution," formerly called an "actuarially required contribution" that consists of prefunding amounts to the plan, payments to retirees, and a component for interest.

Attachment:

- GASB 75 Valuation Report, dated April 4, 2018

DRAFT

CENTRAL MARIN SANITATION AGENCY

VALUATION OF RETIREE HEALTH BENEFITS

**REPORT OF GASB 75 ACTUARIAL VALUATION
AS OF JANUARY 1, 2018**

**Prepared by: North Bay Pensions LLC
April 4, 2018**

DRAFT

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Actuarial Certification

This report presents the determination of benefit obligations under **Statement No. 75 of the Governmental Accounting Standards Board (GASB 75)** as of January 1, 2018 for the retiree health and welfare benefits provided by the Central Marin Sanitation Agency (CMSA). I was retained by CMSA to perform these calculations.

GASB Statement 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions", was issued to provide standards for governmental employers to record expense for **Other Postemployment Benefits (OPEB)**. GASB 75 replaces GASB 45 for CMSA, effective July 1, 2017.

The information contained in this report was based on a participant census as of January 1, 2018 provided to me by CMSA. The actuarial assumptions and methods used in this valuation were selected by CMSA after consultation with me. I believe the assumptions and methods are reasonable and appropriate for purposes of actuarial computations under GASB 75.

Actuarial computations under GASB 75 are for purposes of fulfilling employer accounting requirements. The calculations reported herein have been made on a basis consistent with my understanding of GASB 75. Determinations for purposes other than meeting employer financial accounting requirements may be significantly different from the results reported herein. Due to the limited scope of my assignment, I did not perform an analysis of the potential range of future measurements.

To the best of my knowledge, this report is complete and accurate. This valuation has been conducted in accordance with generally accepted actuarial principles and practices. The undersigned is a Fellow of the Society of Actuaries, a Fellow of the Conference of Consulting Actuaries, and a Member of the American Academy of Actuaries, and meets their continuing education requirements and qualification standards for public statements of actuarial opinion relating to retirement plans. In my opinion, I am qualified to perform this valuation.

Nick Franceschine, F.S.A.

North Bay Pensions LLC

550 Du Franc Avenue

Sebastopol, CA 95472

707-824-9600

FAX 707-823-6189

nick@northbaypensions.com

Summary of Results

Background

CMSA maintains a program which pays part or all of monthly medical insurance premiums on behalf of retired former employees, provided that the retired employee has satisfied certain requirements. As of June 30, 2017, the CMSA has accumulated \$2,226,727 in the CalPERS CERBT (California Employers' Retirement Benefit Trust) toward the cost of future benefits.

In June 2015, the Governmental Accounting Standards Board (GASB) released Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions". This statement, often referred to as **GASB 75**, requires governmental entities to (1) record annual expense for their OPEB and (2) disclose certain information in their year-end financial statements.

CMSA has requested this actuarial valuation to determine what its OPEB obligations under the program are, and what the impact of GASB 75 will be for the 2017-2018 fiscal year.

Actuarial Present Value of Projected Benefit Payments

The Actuarial Present Value of Projected Benefit Payments (APVPBP) for all current and former employees, as of January 1, 2018, is **\$5,244,054**. This is the amount CMSA would theoretically need to set aside at this time to fully fund all those future benefits.

The total value of \$5,244,054 is the sum of these amounts:

Future benefits of current employees	\$ 3,144,073
Future benefits of current retirees	<u>2,099,981</u>
APVPBP	\$ 5,244,054

This figure may be compared to the Actuarial Present Value of Total Projected Benefits (APVTPB, the GASB 45 term for the same quantity) of \$4,512,143 that was shown in the 2015 valuation report. We would have expected the APVTPB to increase to approximately \$4,937,000 by 2018, as employees continue working and grow closer to retirement. The difference between the 2015 figure of \$4,512,143 and this year's figure of \$5,244,054 is due to these reasons:

• Expected increase in the APVPBP since 2015	\$ 424,886
• Lower medical premiums in 2018 than anticipated	(389,680)
• Inclusion of the value of subsidized premiums	1,082,667
• Miscellaneous experience gains and losses	<u>(385,962)</u>
	\$ 731,911

The experience gain of \$385,962 is from normal demographic effects (i.e., terminations, deaths and retirements different than expected).

The inclusion of the value of subsidized premiums requires more explanation, provided below.

These figures are computed by (1) estimating the OPEB benefits that will be paid to each current and former employee and their beneficiaries (if applicable), upon the employee's retirement from CMSA, (2) estimating the likelihood that each payment will be made, taking into consideration the likelihood of remaining employed until retirement age and the likelihood of survival after retirement, and (3) discounting each expected future payment back to the present date at an assumed rate of investment return.

Net OPEB Liability

The **Total OPEB Liability (TOL)** is the portion of the APVPBP which has been "earned" by employees based on past years of service (i.e. benefits allocated to past years of service).

The **Plan Fiduciary Net Position (FNP)** is equal to the value of assets that have been accumulated in an irrevocable trust for these benefits.

The **Net OPEB Liability or Asset (NOL)** is the excess of the Total OPEB Liability over the Plan Fiduciary Net Position. At the end of each fiscal year, beginning June 30 2018, CMSA must show a liability equal to the NOL.

Actuarial values have been rolled back from January 1, 2018 to June 30 2016, and to June 30 2017, to produce the amounts needed to calculate CMSA's OPEB expense for the 2017-18 year.

At June 30, 2016 and June 30, 2017, these amounts are:

	<u>June 30, 2016</u>	<u>June 30, 2017</u>
Present value of benefits for employees	\$ 1,983,263	\$ 2,238,994
Present value of benefits for retirees	<u>2,129,042</u>	<u>2,107,157</u>
Total OPEB Liability	\$ 4,112,305	\$ 4,346,151
Accumulated assets in the CERBT trust	<u>\$ 1,903,765</u>	<u>\$ 2,226,727</u>
Plan Fiduciary Net Position	\$ 1,903,765	\$ 2,226,727
Total OPEB Liability	\$ 4,112,305	\$ 4,346,151
Plan Fiduciary Net Position	<u>(1,903,765)</u>	<u>(2,226,727)</u>
Net OPEB Liability	\$ 2,208,540	\$ 2,119,424

OPEB Expense under GASB 75

GASB 75 requires that the annual change in the NOL be recognized as OPEB expense, except for certain specific changes which are to be recognized over different periods of time. Changes in actuarial assumptions, and experience gains and losses, are to be recognized over the average of the expected remaining service lives of all employees. As of June 30, 2017, this average for CMSA employees is 10.3 years. Differences between actual and expected investment earnings are to be recognized over 5 years. The unrecognized remaining amounts of assumption changes, experience gains/losses and investment earnings differences are called “deferred outflows and inflows of resources relating to OPEB” (see Exhibit 5).

The OPEB Expense for the fiscal year ending June 30, 2018 is **\$253,171**. A derivation of this amount is shown in Exhibit 4.

Disclosure Information as of June 30, 2018

Amounts to be disclosed in the footnotes to CMSA’s audited financial statements as of June 30, 2018 are shown in Exhibits 2 through 6 of this report.

Exhibit 7 shows estimated retiree benefits and OPEB expense for the next nine years after that.

Subsidized Premiums

Recent changes to the accounting rules require that actuarial valuations dated after March 2015 must incorporate “age-specific claims costs”, which recognize that the true cost of health care increases with age. This is a significant change from prior practice, in which we only valued health care premiums.

The theory behind the change is the well-known fact that the actual cost of health care increases as people get older. Insurance companies know this, of course. When an insurance company (like Kaiser or Anthem Blue Cross) calculates a single monthly premium which applies to all employees, that single amount is a blended figure which combines the lower cost of health care for younger workers and the higher cost of health care for older workers. In a certain sense, the younger employees are subsidizing the cost of health care for the older employees.

GASB 75 requires us to use these age-specific rates when we evaluate the cost of an employer’s post-retirement health care plan. However, there used to be an exemption from this rule in the case of a health plan where the premium amounts are determined based on the pooled experience of a large group of employers (like CalPERS), and the actual demographics of a specific employer have little or no effect on the actual premium amount. In that type of plan, called a “community rated plan”, the accounting standards allowed us to use only the forecasted premium amounts. This usually results in lower annual operating expense. We have been making use of this exemption, because the CalPERS medical plans meet the “community rated” definition.

The recent changes effectively eliminate the exemption described above, starting in April 2015. This means that, beginning with this January 1, 2018 valuation, we will need to calculate the liabilities of your post-retirement benefit plan using age-specific claims costs. Another way of saying the same thing is that we will need to include the value of subsidized premiums in our GASB 75 computations. As noted above, the value of subsidized premiums as of January 1, 2018 is approximately \$1,083,000:

Value of promised benefits to retired employees	\$ 4,161,387
Value of future subsidized premiums	<u>1,082,667</u>
Total value of all GASB 45 benefits	\$ 5,244,054

Actuarial Assumptions

All actuarial assumptions are unchanged from the January 1, 2015 valuation, and are described in detail in Exhibit 9.

Exhibit 1 - Actuarial Values as of January 1, 2018

The Actuarial Present Value of Projected Benefit Payments (APVPBP) as of January 1, 2018 of all future employer-paid benefits from the program, for all current and former employees, is as follows:

	<u>Actuarial Present Values</u>	<u>Number of Persons</u>
Current employees	\$ 3,144,073	43
Retired former employees	<u>2,099,981</u>	<u>32</u>
Totals	\$ 5,244,054	75

As of June 30, 2017, CMSA has accumulated \$2,226,727 in an irrevocable trust toward this liability.

The Total OPEB Liability (TOL) as of June 30, 2017 is the portion of the APVPBP which has been "earned" to date by current and former employees, based on the years of service already completed:

Current employees	\$ 2,238,994
Retired former employees	<u>2,107,157</u>
Totals	\$ 4,346,151

Summary of Participating Employees as of January 1, 2018

Active Employees

Number	43 employees
Average Age	45.3 years
Average Service	8.7 years

Retired Former Employees and Surviving Spouses

Number	32 persons
Average Age	69.1 years

Exhibit 2 - Net OPEB Liability

The Net OPEB Liability (NOL) is the excess of the Total OPEB Liability (TOL) over the Plan Fiduciary Net Position (FNP). As of June 30, 2016 and June 30, 2017 these are:

	<u>June 30, 2016</u>	<u>June 30, 2017</u>
Total OPEB Liability		
1. Value of benefits for employees	\$ 1,983,263	\$ 2,238,994
2. Value of benefits for retirees	<u>2,129,042</u>	<u>2,107,157</u>
3. Total OPEB Liability	\$ 4,112,305	\$ 4,346,151
Plan Fiduciary Net Position		
4. Fair value of accumulated assets in CERBT	<u>\$ 1,903,765</u>	<u>\$ 2,226,727</u>
5. Plan Fiduciary Net Position	\$ 1,903,765	\$ 2,226,727
6. Net OPEB Liability: 3. minus 5.	\$ 2,208,540	\$ 2,119,424

The Net OPEB Liability has changed from June 30, 2016 to June 30, 2017 in this way:

	<u>TOL</u>	<u>FNP</u>	<u>NOL</u>
7. Values at June 30, 2016	\$ 4,112,305	\$ 1,903,765	\$ 2,208,540
8. Service cost	111,349		111,349
9. Interest	293,164		293,164
10. Differences between actual and expected experience	0		0
11. Employer contributions		287,122	287,122
12. Net investment income		207,513	(207,513)
13. Benefits paid to retirees	(170,667)	(170,667)	0
14. Administrative expense		(1,006)	1,006
15. Net changes	\$ 233,846	\$ 322,962	\$ (89,116)
16. Values at June 30, 2017	\$ 4,346,151	\$ 2,226,727	\$ 2,119,424

Exhibit 3 - Sensitivity of the Net OPEB Liability

The following presents the Net OPEB Liability (NOL) as well as what the NOL would be if it were calculated using a discount rate that is 1-percentage-point higher or lower than the current discount rate, as of June 30, 2017:

	1% Decrease 6.28 %	Discount Rate 7.28 %	1% Increase 8.28 %
Net OPEB Liability (Asset)	\$ 2,729,159	\$ 2,119,424	\$ 1,619,079

The following presents the Net OPEB Liability (NOL) as well as what the NOL would be if it were calculated using healthcare cost trend rates that are 1-percentage-point higher or lower than the current healthcare cost trend rates, as of June 30, 2017:

	1% Decrease 4.5 %	Trend Rate 5.5 %	1% Increase 6.5 %
Net OPEB Liability (Asset)	\$ 1,669,462	\$ 2,119,424	\$ 2,659,476

Exhibit 4 - OPEB Expense for the Fiscal Year Ending June 30, 2018

For the year ending June 30, 2018, CMSA will recognize OPEB expense of **\$283,127**, computed as follows:

Service cost	\$ 111,349
Interest	293,164
Expected investment return	(138,557)
Administrative expense	1,006
Change in NOL due to changes in benefits	0
Recognition of difference between actual and expected experience	0
Recognition of changes in assumptions	0
Recognition of difference between projected and actual earnings on investments	<u>(13,791)</u>
Total	\$ 253,171

Exhibit 5 - Deferred Outflows and Inflows of Resources

The values of deferred outflows and inflows of resources related to OPEB as of June 30, 2017, to be reported as of June 30, 2018, are:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 0	\$ 0
Changes of assumptions	0	0
Net difference between projected and actual earnings on OPEB plan investments	0	55,165
CMSA contributions subsequent to the measurement date	<u>UNKNOWN</u>	<u>0</u>
Total	\$ UNKNOWN	\$ 55,165

The amounts shown as UNKNOWN are the total amounts contributed by CMSA to retirees' benefits and to the CERBT trust during the year ending June 30, 2018, net of any reimbursements.

Amounts reported as deferred outflows and inflows of resources related to OPEB as of June 30 2017, to be reported as of June 30, 2018, will be recognized in OPEB expense as follows:

Year Ended June 30	
2019	\$ (13,791)
2020	(13,791)
2021	(13,791)
2022	(13,792)
2023	0
Thereafter	0

Exhibit 6 - Schedule of Changes in the Net OPEB Liability

Reporting date	<u>6/30/2018</u>
Total OPEB liability	
Service cost	\$ 111,349
Interest	293,164
Changes of benefit terms	0
Differences between actual and expected experience	0
Changes of assumptions	0
Benefits paid to retirees	<u>(170,667)</u>
Net change in Total OPEB liability	233,846
Total OPEB liability – beginning	<u>4,112,305</u>
Total OPEB liability - ending	\$ 4,346,151
Plan fiduciary net position	
Contributions - employer	\$ 287,122
Net investment income	207,513
Benefits paid to retirees	(170,667)
Administrative expense	<u>(1,006)</u>
Net change in plan fiduciary net position	\$ 322,962
Plan fiduciary net position - beginning	<u>1,903,765</u>
Plan fiduciary net position - ending	\$ 2,226,727
Net OPEB Liability - ending	\$ 2,119,424
Plan fiduciary net position as a percentage of the Total OPEB liability	51.23 %
Covered-employee payroll	\$ 4,716,585
Net OPEB liability as a percentage of covered-employee payroll	44.94 %

Exhibit 7 - Ten-Year Projection of Costs

Shown below are estimates of (a) the benefits expected to be paid to retirees, (b) the projected subsidized premiums, and (c) the amounts CMSA is expected to accrue as GASB 75 OPEB expense, for the next ten years. For these estimates, it is assumed that all actuarial assumptions and the size of the workforce will remain unchanged, that the promised benefits will remain the same, that CMSA will contribute an amount to CERBT each year equal to the excess of the OPEB Expense over the retiree benefits and the subsidy payments, and that there are no experience gains or losses.

Fiscal Year Ending:	Employer-Paid Retiree Payments	Projected Implicit Rate Subsidy Payments	GASB 75 OPEB Expense
2018	\$ 154,000	\$ 11,000	\$ 253,171
2019	167,000	15,000	250,000
2020	182,000	24,000	254,000
2021	196,000	32,000	258,000
2022	211,000	44,000	263,000
2023	224,000	57,000	281,000
2024	239,000	60,000	285,000
2025	253,000	60,000	289,000
2026	270,000	66,000	292,000
2027	290,000	80,000	294,000

Exhibit 8 - Summary of Benefit Provisions

CMSA maintains a program which provides health benefits to employees who retire from CMSA, provided that the employee has satisfied the minimum CalPERS requirement of attaining age 50 with at least 5 years of service. CMSA contracts with CalPERS to provide medical coverage for both current and retired employees. CMSA does not provide post-retirement coverage for dental, vision or life insurance benefits. Retired employees are required to enroll in Medicare Part B when eligible.

Certain retirees who were first employed with the San Rafael Sanitation District and then subsequently transferred to CMSA are eligible to receive fully-paid health benefits (regardless of plan selection) for employee, spouse and surviving spouse provided that the employee had at least 30 years of combined SRSD and CMSA service.

For unrepresented employees hired before January 1, 2010 and represented employees hired before June 1, 2010 who retire under CalPERS on or after age 50 with at least 5 years of service, CMSA's contribution to retiree health benefits is based on the monthly CalPERS premiums for single party enrollment in the Kaiser Bay Area Region Health Plan. After age 65, the amount paid will be the lesser of the Kaiser Bay Area Region Health Plan or the enrolled CalPERS Medicare supplement plan premium. A retiree is eligible to include his/her spouse on a CalPERS health plan however CMSA does not contribute toward the premium for spousal coverage. Surviving spouses are paid the CalPERS minimum monthly benefit (\$128 per month in 2017, increases each year) when enrolled in the plan at the time of retirement.

For unrepresented employees hired after January 1, 2010 and represented employees hired after June 1, 2010 who retire under CalPERS on or after age 50 with at least 5 years of service, CMSA's contribution to retiree health benefits is based on the CalPERS minimum monthly benefit (as described above) for as long as the retiree or surviving spouse is living, assuming they were enrolled to receive the benefit at the time of retirement.

Exhibit 9 - Summary of Actuarial Assumptions

Actuarial Assumptions: The following assumptions as of January 1, 2018 were selected by CMSA in accordance with the requirements of GASB 75. These assumptions are consistent with the 2014 CalPERS OPEB Assumptions Model and, in my opinion, are reasonable and appropriate for purposes of determining OPEB costs under GASB 75.

Long-Term Expected Rate of Return on Investments: CalPERS' own long-term expected rate of return for the Strategy #1 Fund (the one that CMSA is invested in) has a mean expected yield of 7.28%. Given average returns in recent years in excess of 9%, CMSA believes that 7.28% is a reasonable long-term return for those assets.

Discount rate: 7.28% per year. The cash flows of the OPEB plan were projected to future years, assuming that CMSA will contribute an amount so that the assets always exceed expected benefits to retirees. Under that projection, the plan assets are projected to be adequate to pay all benefits to retirees in all future years, so the discount rate has been set equal to the long-term expected rate of return on investments, 7.28%.

Medical Cost Increases (Trend): Medical premiums are assumed to increase 5.50% per year after 2018.

Payroll Growth: Total payroll is assumed to increase 3.0% per year in the future.

Coverage Elections: 100% of eligible employees are assumed to elect coverage upon retirement, and to remain covered for life. Employees with no current medical coverage are assumed to elect Kaiser employee-only coverage upon retirement.

Mortality: Mortality rates are taken from the 2014 CalPERS OPEB Assumptions Model for “public agency miscellaneous”.

Funding Method: The Entry Age actuarial cost method has been used, with normal costs calculated as a level percentage of payroll, as required by GASB 75.

Retirement: Retirement rates are taken from the 2014 CalPERS OPEB Assumptions Model for public miscellaneous employees with a 2.7% at 55 retirement plan. Sample rates are:

	<u>10 Years Service</u>	<u>20 Years Service</u>	<u>30 Years Service</u>
Age 55	11.55 %	16.50 %	21.45 %
Age 58	9.45 %	13.50 %	17.55 %
Age 61	10.85 %	15.50 %	20.15 %
Age 64	13.65 %	19.50 %	25.35 %

Turnover (withdrawal): Likelihood of termination within the next year is taken from the 2014 CalPERS OPEB Assumptions Model for “public agency miscellaneous”. Sample rates are:

	<u>5 Years Service</u>	<u>10 Years Service</u>	<u>15 Years Service</u>
Age 20	9.46 %		
Age 30	7.90 %	6.68 %	5.81 %
Age 40	6.32 %	5.07 %	4.24 %
Age 50	1.16 %	0.71 %	0.32 %

Age-Specific Medical Claims: The estimated per person medical costs (true costs of coverage) during 2018 are as follows (rates are shown for certain ages only):

<u>Age</u>	
40	\$ 7,387
45	8,933
50	11,038
55	13,612
60	15,865
64	17,021

These age-specific rates were developed so as to reproduce in the aggregate the same total premium that would be paid to the carriers for all current employees and all current retirees. These are the amounts used to compute the value of “subsidized premiums”.

Inflation: Inflation in future years is assumed to be 2.75% per year.


Family Status: Future retirees are assumed to choose the same level of medical coverage (employee-only or with dependents) as they have while employed. Spouses are assumed to be the same age as the employee, unless actual birth dates are available.



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager 

Subject: Revised Recruitment and Selection Policy – Personnel Policy #208

Recommendation: Approve the revised Personnel Policy #208: Recruitment and Selection.

Summary: Staff has revised the Agency's recruitment and selection personnel policy to comply with a new state law that prohibits employers from considering a job applicant's criminal history prior to offering a conditional offer of employment. The revised policy is attached with revisions in red line/strikeout text, and has been reviewed and approved by the Agency's employment law attorney, Joan Newman with Wiley Price Radulovich.

Background: On January 1, 2018, California's "ban-the-box" law took effect (AB 1008), which makes it illegal for private and public employers with five or more employees to ask about criminal history until the later stages of the job application process. The purpose of the law is to encourage employers to assess each applicant's fitness for the job, rather than denying employment to those with a criminal record. Once the employer makes a conditional offer of employment, they may ask about and consider the applicant's criminal conviction records.

The new law requires employers to remove a question that is commonly found on employment applications: Have you ever been convicted of a felony? Applicants can no longer be asked to check "yes" or "no" to this question. CMSA has revised our job application to comply with the new law.

Federal and California employment laws prohibit employers from discriminating against job applicants based on certain characteristics, such as race and ethnicity. Because arrest and incarceration rates are disproportionately higher for certain ethnic groups in California, an employer that adopts a policy or has a practice of excluding all applicants with a criminal record may be guilty of race discrimination.

Attachment:

- CMSA Personnel Policy #208: Recruitment and Selection

POLICY #:	208
SECTION:	EMPLOYMENT PRACTICES
SUBJECT:	Recruitment and Selection
DATE:	07/12/2016 <u>04/12/2018</u>

PROCEDURE

The Agency observes the following procedures when filling vacant positions.

1. Promotional and Open ~~Examinations~~Recruitments

A. Internal Recruitment (Promotional ~~Examination~~)

To enhance opportunities for career development among current employees, all vacant positions that the Agency has decided to fill shall be posted on bulletin boards readily accessible to Agency employees.

~~The Agency shall also provide notice of the openings to be filled to recognized employee organizations.~~

The Agency encourages current employees to apply for open promotional positions, provided they meet the qualifications. However, the Agency reserves the right to recruit and hire externally as well.

B. External Recruitment (Open ~~Examination~~)

When the Agency determines to advertise for the recruitment both internally and outside the Agency, then the examination-recruitment process shall be considered an open examination. Recruitment and advertisement shall last for a minimum of two (2) weeks. Eligible Agency employees may compete in an open examination.

2. Job Announcement and Application Package

The job announcement and other advertisements related to the job opening shall indicate a final filing date. All application materials must be post-marked by that date or be submitted to the Agency by the close of business on that date to be considered. All job applicants shall complete an application form. The form must be complete and accurate, regardless of whether or not a resume is attached. Failure to provide a completed and signed application form may disqualify an applicant from further consideration.

3. Application Review

The hiring manager, or designee, shall review all application packages and determine which applicants are the most qualified and which are not eligible to continue with the recruitment process. The Agency shall notify all applicants of whether or not they are

their ~~eligibility~~ eligible to continue in the recruitment process.

4. Examination Process

A candidate must pass each part of the examination process to be placed on the eligibility list. The examination may include interviews, written exercises, and/or a demonstration of physical ability or skills.

5. Eligibility List

An eligibility list for the position, effective for one (1) year, shall include all candidates who successfully complete the examination process. The duration of the eligibility list may be extended by the General Manager. The list may be discarded if there are fewer than three (3) candidates remaining on the list or where the Agency determines, in its sole discretion, to discard the list and establish a new one.

6. Reference Checking

All external job applicants shall provide information on previous employment and other references as required on the application form. A Final-final offers of employment shall not be made until the Agency has had an opportunity to verify the reference information.

The hiring manager, or designee, shall be responsible for contacting and verifying all references. Reference information will be maintained in a confidential manner and disclosed only on a need-to-know basis.

7. Background Checking

All candidates who are selected for an interview shall agree to a background check in order to proceed with the recruitment process. The background check may include a credit record review (if applicable to the position for which they are applying), personal history, education, professional credentials, and/or military record, and/or criminal convictions. No such background check shall be undertaken without first obtaining the candidate's written authorization.

Candidates who are offered a position that requires a driver's license shall provide a current copy of their DMV record. CMSA will reimburse the candidate for this expense.

8. Selection

The General Manager reserves the right to select any candidate from the eligibility list for subsequent interviews. Only the General Manager is authorized and to provide a conditional employment offer, and then a final written offer of employment to the successful candidate.

9. Contingent-Conditional Offer of Employment

For-If an external candidates only is deemed best qualified for the job, a contingent conditional written offer of employment will be made. in-writing stating The conditional

offer will state that the employment offer is extended contingent on the candidate passing that a pre-employment physical examination and, functional capacity test, and criminal background check are required. Candidates who successfully meet the requirements of the contingent conditional offer will receive a written offer of employment.

If the criminal conviction background check results in information that the Agency determines has a direct and adverse relationship to the specific job duties that and may disqualify the candidate from employment with the Agency, staff will seek guidance from legal counsel on the candidate notification, response, and reconsideration process.

10. Applicant Package Retention

The Agency shall retain all application package documents for a minimum of two (2) years.



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates
From: Chris Finton, Treatment Plant Manager
Approved: Jason Dow, General Manager 
Subject: **Operations Department Succession Planning**

Recommendation: Approve the Assistant Operations Supervisor Job Description and compensation range, and authorize the General Manager to add the position to the Agency's organization structure to allow implementation of the Operations Department's succession plan.

Summary: The Agency's FY 18 Business Plan includes a strategic action to prepare a succession plan for key employee classifications. This has been completed for the Operations and Maintenance Departments, and one element in that plan is to perform an internal recruitment for an Assistant Operations Supervisor (AOS), in advance of the impending retirement of the Agency's long time Operations Supervisor. Staff has updated the existing job description for the AOS position and has set the three-step compensation range at \$9,906.41 to \$10,921.82 per month. There are funds available for this position in the FY 18 budget.

Discussion: The Agency's first strategic Business Plan (2004-2010) included an objective focusing on Agency succession planning to ensure continuous department and work-group staffing as long-term employees retire, and to facilitate the knowledge transfer from senior staff to new employees. Since then, succession planning has been fully supported by the Board, with its authorization of several advance recruitments, temporary overstaffing for transition of key positions, and department and Agency reorganizations.

Management staff has been preparing conceptual succession plans every couple years to fill projected future vacancies due to potential retirements, with the goal of minimizing the disruption to Agency operations, projects, and other initiatives. Once the Agency receives notification of an employee's target retirement date, a plan is initiated to achieve specific succession planning goals.

One of the Agency's Operations Supervisors tentatively planned to retire in late 2017, but delayed that decision due to CalPERS direction to the Agency that EPMC cannot be reported as special compensation after July 1, 2016. That supervisor is currently on an unpaid medical

leave of absence. Staff believes that the Agency should recruit and promote an internal candidate into the AOS position in the near future, before the supervisor retires, to allow the Treatment Plant Manager and the other Operations Supervisor adequate time to train the new AOS with their new management and supervisory responsibilities.

If the staff recommendation is approved by the Board, an internal recruitment will be scheduled in the near future with the goal of hiring an AOS by early May 2018. The resulting Operations Department position vacancy from the recruitment will not be filled until the supervisor retires. This succession plan element does not increase the Operations Department staffing level.

Alignment with Strategic Plan: This project is a strategic action to support Goal 5 – Objective 5.2 in the Agency’s FY18 Business Plan as shown below.

Goal Five: CMSA will attract and retain high quality employees by providing a work environment that motivates staff, fosters professional development, values diversity, and promotes a culture of safety.

Objective 5.2: Support efforts to attract and develop qualified and skilled employees.

Action a: Prepare a succession plan for key employee classifications.



CENTRAL MARIN SANITATION AGENCY

1301 Andersen Drive | San Rafael, CA 94901 | 415.459.1455 | FAX: 415.459.3971

JOB DESCRIPTION: ASSISTANT OPERATIONS SUPERVISOR

SUMMARY

Under general direction of the Operations Supervisor, plans and supervises the administrative and staffing needs of the Operations Department and is responsible for daily operations, process adjustments, and performance of the wastewater treatment plant and related facilities; develops and implements tests for analyzing and optimizing processes; ensures that requirements for the NPDES and BAAQMD permits are continuously met; operates and performs preventive and corrective maintenance on equipment, facilities, and related appurtenances as found in wastewater treatment plants, pump stations, and related wastewater facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to, the following:

- Plans, prioritizes, assigns, supervises, and reviews plant operations and the work of operations staff.
- Ensures appropriate facility staff coverage, manages overtime and shift bidding, and considers leave requests.
- Monitors facility and processes, and makes appropriate operational changes to ensure compliance with NPDES and BAAQMD permits and attainment of Agency operational goals.
- Monitors, tests, and analyzes treatment processes to improve efficiency and optimize performance.
- Maintains an inventory of chemicals and supplies; requisitions additional materials as required.
- Participates in the development of the annual operating and capital budgets; recommends short- and long-term projects that will enhance cost-effective operations; processes purchase orders, receipts, and invoices as required; and manages assigned budget accounts.
- Leads and participates in meetings and trainings, and serves on teams and committees as required.
- Prepares clear, accurate, and effective correspondence, reports, documentation, specifications, procedures, and other written materials.
- Manages projects as required.
- Coordinates work and cooperates with department managers and their staff, contractors, Agency customers, and the general public as necessary.
- Operates and performs preventive and corrective maintenance on a variety of equipment.
- Collects and analyzes wastewater, biosolids, and other samples from various treatment processes.
- Uses a variety of hand and power tools and testing equipment.
- Writes, approves, and completes CMMS work orders.
- Maintains accurate records of process data, chemical test results, and Operations' work performed.
- Ensures appropriate safe work procedures and practices are observed at all times, and verifies that assigned safety equipment is maintained per manufacturer recommendation.

- Provides tours of the Agency and related facilities.
- Performs confined-space entries, self-rescues, and Emergency Response (SEMS/ICS).
- Works shifts and/or holidays as operational staffing levels dictate, and overtime or off-hour shifts in emergency conditions, and for planned shutdowns.
- Performs the duties of the Operations Supervisor on a relief or as-assigned basis.

SUPERVISORY RESPONSIBILITIES

In conjunction with the Operations Supervisor, this position supervises department staff of varying certification levels. Carries out supervisory responsibilities in accordance with Agency guidelines and policies, and applicable labor, regulatory, and safety laws. Responsibilities include interviewing, preparing hiring recommendations, and training employees. Plans, assigns, and sets staffing levels, and ensures preventive maintenance work is completed; tracks and authorizes time sheets; sets staff work expectations, performance goals, and work plans; appraises performance; rewards and disciplines employees; and investigates, addresses and resolves personnel complaints and related problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and/or Experience

Equivalent to graduation from high school supplemented by training required for certification by the California State Water Resources Control Board. Two years of college desirable. Five years of progressive experience in operating and performing routine maintenance to facilities and equipment in a secondary wastewater treatment plant and related pumping stations, which has included two years in a first-line supervisory capacity.

Interpersonal Skills

Ability to work cohesively in a team setting; ability to interact with others (co-workers, supervisors, subordinates, vendors, and members of the public) in a professional manner; to accept constructive criticism from supervisors, peers, and subordinate employees; to recognize the need for, and to seek, assistance or clarification as needed; to work independently; to handle work-related stress in a professional manner; to prioritize assignments and meet deadlines; successfully balance life demands with work demands; to arrive at work as scheduled and to work the hours as agreed upon and scheduled.

Language Skills

Ability to read, analyze, and interpret processes trends and graphs, and documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write reports, correspondence, and procedures. Ability to effectively present information and respond to questions from staff, other departments' managers and staff, customers, and the general public.

Mathematical Skills

Ability to apply advanced mathematical concepts such as exponents, logarithms, quadratic equations, and permutations. Ability to apply mathematical operations to such tasks as frequency distribution, determination of test reliability and validity, analysis of variance, correlation techniques, sampling theory, and factor analysis.

Reasoning Ability

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to recognize, mitigate, and correct unusual, inefficient, or dangerous operating conditions.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess at time of hire, a valid California State Water Resources Control Board (SWRCB) Grade IV wastewater treatment plant operator certificate. Must possess a valid California Class C driver's license, have a satisfactory driving record, and continue to meet CSRMA driving standards. Failure to maintain these standards may result in loss of employment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear in person or on the telephone or radio. The employee frequently is required to stand, walk, sit, reach with hands and arms, and smell. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally be required to lift and/or move up to 100 pounds. Specific vision ability required by this job includes close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Examples of the physical demands for this position, including their activity and duration, are available from Administration.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those that an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is frequently exposed to moving mechanical parts; fumes or airborne particles; wet and/or humid conditions; and outdoor weather conditions. The employee is occasionally exposed to high, precarious places; toxic or caustic chemicals; construction project site conditions; extreme heat; risk of electric shock; and vibration. The noise level in the work environment is usually moderate with occasional exposure to loud equipment.

SPECIAL REQUIREMENTS AND RIGHT TO WORK DOCUMENTATION

This is a temporary position. There are no special requirements for this position.

Job Title:	Assistant Operations Supervisor
Department:	Operations
Reports To:	Treatment Plant Manager
FLSA Status:	Non-Exempt
Revised Date:	April 2018



BOARD MEMORANDUM

April 6, 2018

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager JD

Subject: Draft 2018 CMSA Joint Powers Agreement

Recommendations: Review the draft 2018 CMSA Joint Powers Agreement, and provide direction to staff as appropriate.

Summary: Chair Furst and I recently discussed scheduling the last ad hoc JPA Review Committee meeting to review RVSD proposed changes to the JPA's Withdrawal section and proposed SD2 changes to its Indemnification section. Since some Committee members weren't available to meet in late March or early April and three of the four Committee members are on the CMSA Board, I proposed and Chair Furst agreed to receive Committee and other Board member comments on the proposed and other JPA changes at the April 12 Board meeting. Staff did meet with the Committee member that is not on the CMSA Board, Doug Kelley from RVSD, to review the draft JPA and receive his comments. Committee and Board member approved changes will be included in the final draft 2018 JPA, which will be subsequently distributed to the JPA managers for presentation to their respective boards.

Discussion: At the December 2017 meeting, I briefed the Board on the status of the JPA review process and reported that a new 2018 JPA may be ready for JPA member agency board adoption in the spring 2018. In mid-January, the JPA Review Committee met and accepted revisions to the Group 5 JPA sections, and those were then presented to the JPA agency boards in February. A summary of events since the last Committee meeting are presented below.

- SRSD's, RVSD's, and SD2's boards approved the JPA Group 5 revisions.
- CMSA incorporated all the Group sections and two exhibits into the attached draft 2018 JPA document.
- CMSA's, RVSD's, and SRSD's legal counsels reviewed and commented on the draft 2018 JPA, and several edits and changes were made.
- CMSA's property description has been revised to be more accurate.

- CMSA's bond counsel reviewed the draft JPA to confirm the changes do not conflict with the 2015 revenue bond indenture, and recommends additional language be added to the Withdrawal section (in blue text).
- SD1's board changed the district's name to RVSD, and this has been incorporated into a Whereas statement, and the name has been changed throughout the draft JPA.
- RVSD's board has proposed additional language for the Withdrawal section.
- SD2's attorney has drafted and proposed additional Indemnification language.
- RVSD staff is preparing the asset drawings to support Exhibit A, which may be handed out at the April 12 CMSA Board meeting.

In the attached draft JPA, the two sections that need Board review and consideration are the Indemnification (page 10) and Withdrawal (page 12) sections. The proposed Indemnification language protects the agencies listed in the current and future NPDES permits from fines, penalties, and third party lawsuits if CMSA or a JPA member violates a permit provision. For the Withdrawal section, the first decision is to keep or remove the section from the JPA. If the section is kept, then the next decisions are:

- 1) Can a Member withdraw from the JPA by a majority vote of its Board, or does the agency also need approval from the other JPA agency boards? Select Section 20-1A or 1B.
- 2) If an agency withdraws, should it be entitled to any compensation for CMSA's existing assets? The proposed language in Section 20-2 says there is no paid compensation.
- 3) Accept the CMSA Bond counsel suggested language in Section 20-3.

Background: CMSA's JPA became effective in October 1979, and has been amended six times over the past thirty-eight years. Five of those amendments were made prior to 1990, and the last amendment was made in 2006 to align the term of the JPA with that of the CMSA revenue bonds. Several of the provisions in the JPA were important when drafted but are no longer applicable to CMSA's operation or business, while others have been replaced in practice by CMSA Board adopted financial and personnel policies.

Exhibits in the JPA list the facilities and assets that were constructed during the Central Marin Clean Water Grant Program in the early 1980s, and how these costs were allocated between the federal and state grant programs, JPA member agencies, and San Quentin State Prison. Some of the Exhibits' information has been supplemented and clarified in two separate Memorandums of Understanding (MoU) between CMSA and the JPA agencies. These MoUs define CMSA and each JPA agency's ownership, operational, and maintenance responsibilities for wastewater collection system assets that are listed in the JPA Exhibits, unintentionally not included in the JPA, and for others that were constructed after CMSA began operation in 1985.

In July 2015, the JPA managers group began a collaborative process to review the amended JPA. Their work was performed at the monthly managers' meeting, and focused on identifying provisions within the JPA and areas in its Exhibits, Attachments, and Figures for potential revision to reflect the current and future delivery of wastewater services in central Marin County. At their December 2016 meeting, they agreed that CMSA's Board should review their suggested revisions and provide direction on the Board's interest with initiating a discussion between the JPA agencies on potentially revising the JPA given the managers' work product. At the January 2017 meeting, the CMSA Board performed a high level review of the suggested revisions, agreed that the JPA needed to be revised and updated, and decided that the most appropriate forum is to utilize an ad hoc committee of representatives from each JPA agency board.

In early 2017, the JPA member agency boards considered the CMSA Board's request and appointed a board member to serve on an ad hoc JPA Review Committee to work with the JPA managers to update and revise the JPA. The Committee is comprised of Diane Furst (SD2), Doug Kelly (RVSD), Maribeth Bushey (SRSD), and Dan Hillmer (Larkspur). Beginning in May 2017, the JPA review and revising process began with the Committee meeting monthly to consider and discuss draft revisions pursuant to a JPA Review Plan that organizes the JPA's 25 sections into five review groups. At each meeting, the Committee reviewed the JPA manager's suggested changes and provided constructive feedback and, in some cases, additional editing. JPA review group sections were then presented to each JPA agency's board for review, discussion, and acceptance as presented or with proposed revisions.

Attachments:

- Draft 2018 CMSA Joint Powers Agreement



CENTRAL MARIN SANITATION AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

April, 2018

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CENTRAL MARIN SANITATION AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

This Agreement, dated _____, 2018, is by and between **ROSS VALLEY SANITARY DISTRICT**, SAN RAFAEL SANITATION DISTRICT, SANITARY DISTRICT NO.2 of MARIN COUNTY, and the CITY OF LARKSPUR.

RECITALS

Whereas, on October 15, 1979, the San Rafael Sanitation District (SRSD), Sanitary District #1 of Marin County (SD1), Sanitary District #2 of Marin County (SD2), and the City of Larkspur entered into a joint powers agreement (JPA) to jointly exercise their powers and form the Central Marin Sanitation Agency (CMSA ~~or Agency~~) to plan, administer, and coordinate wastewater treatment and disposal services throughout their combined service area; and

Whereas, CMSA is a regional wastewater treatment agency that began operation in 1985 and provides wastewater and biosolids treatment, resource recovery, and other environmental services to the residents and businesses in Larkspur, Corte Madera, Ross, Fairfax, San Anselmo, a portion of San Rafael, and unincorporated areas in the Central Marin County, including San Quentin State Prison; and

Whereas, the 1979 CMSA JPA was amended six times between 1979 and 2006, and the original 1979 JPA and its six amendments are on file in the Agency's and each Member's administrative offices; and

Whereas, SD1 annexed the City of Larkspur's wastewater service area and assets in 1993, transferring ownership of and operations and maintenance responsibility for Larkspur's wastewater assets, including those referenced in the 1979 CMSA JPA, to SD1; and provisions in that 1993 annexation agreement and its 1995 amendment state that the City of Larkspur will retain a seat on the CMSA Board of Commissioners; and

Whereas, the amended 1979 JPA identifies sole and joint use wastewater conveyance facilities in the CMSA service area with their JPA member ownership and maintenance responsibilities, and these responsibilities were further clarified in two Memoranda of

Understanding between CMSA and the JPA member owners, which have been incorporated into this 2018 JPA; and

Whereas, in February 2018, SD1's Board of Directors adopted a resolution changing the district's name to the Ross Valley Sanitary District (RVSD); and

Whereas, the Members have separately contracted with CMSA for other wastewater related services, such as source control and/or operation of collection system assets, and CMSA has contracted with the County of Marin, California Department of Corrections, and several local public agencies for provision of wastewater services; and

Whereas, CMSA and the Members have developed several programs to share information, services, and resources to increase operational efficiencies, and will continue to explore and consider such future activities; and

Whereas, the Members recognize the benefits to their respective service area customers of a standard Equivalent Dwelling Unit definition, and agree to work collaboratively to develop one; and

Whereas, the Members have prepared this 2018 JPA to update the 1979 JPA, and reflect the state of wastewater service delivery in Central Marin County; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITION OF TERMS

Wherever the following terms are used in this Agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

~~"ACT" means the provisions of Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with Section 6500) pertaining to joint powers agreements.~~

- A. **"CMSA"** means the Central Marin Sanitation Agency.
- B. **"COMMISSION"** means the governing board of Central Marin Sanitation Agency.
- C. **"CAPACITY CHARGE"** means a one-time charge to a property owner when connecting to the sanitary sewer system for the first time or for construction of additional improvements which will add to the quantity and/or strength of wastewater flow.
~~Members charge a connection fee in addition to the Agency's capacity charge, and~~

~~—collect both from the property owner at the time of connection and remit the capacity charge to the Agency.~~

- D. "EQUIVALENT DWELLING UNIT (EDU)" means one unit of wastewater utility service demand. An EDU represents the average wastewater flow and strength generated by a single-family residence or equivalent.
- E. "LARKSPUR" means CITY OF LARKSPUR, a municipal or public corporation, a party to this Agreement.
- ~~"LAW" means the Joint Exercise of Powers Law, Section 6500 et seq. of the Government Code of the State of California.~~
- F. "MEMBER" means any party to this Agreement.
- G. "OPERATION AND MAINTENANCE" means the regular performance of work required to assure continuous functioning of the wastewater system, and corrective measures taken to repair facilities to keep them in operating condition.
- ~~"ORDER" means the duly adopted Resolutions and Ordinances of the Agency.~~
- H. "REGIONAL CHARGE" means a charge by the Agency to the Members based on wastewater flow and strength. ~~The revenue from such charges are be to used by the Agency to pay for the cost associated with its wastewater services, including but not limited to operational, capital, and administrative expenses.~~
- I. "RVSD" means the Ross Valley Sanitary District, a special district, a party to this Agreement. RVSD was formerly known as SD1, Sanitary District #1 of Marin County.
- J. "SRSD" means SAN RAFAEL SANITATION DISTRICT, a special district, a party to this Agreement.
- K. "SEWER SERVICE CHARGE" means a charge to a property owner or occupant of designated premises for the use of the sanitary sewer system.
- ~~"STANDARDS" means the terms and conditions of use of the Agency facilities as specified by the Agency.~~

SECTION 2. FORMATION OF CENTRAL MARIN SANITATION AGENCY

In 1979, the Members entered into the original JPA to form CMSA pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. For the purposes of this Agreement, CMSA is a public agency separate from the Members.

SECTION 3. PURPOSE

The purpose of CMSA is to plan, acquire, construct, maintain and operate facilities, for the collection, treatment, reclamation, and disposal of wastewater, and to capture and utilize the renewable resources derived from the wastewater treatment process, including but not limited to biogas, recycled water, and biosolids.

SECTION 4. TERM AND EFFECT

This Agreement shall become effective when the Members have executed this Agreement, and shall continue in force and effect until terminated by an Agreement pursuant to Section 20. However this Agreement may be amended by the Members pursuant to Section 18.

SECTION 5. POWERS

- A. CMSA shall have the power and authorization to plan, acquire, construct, maintain and operate facilities for the treatment, reclamation, and disposal of wastewaters for the benefit of the lands and inhabitants within its boundaries. CMSA will assume for the benefit of the Members responsibility for all functions pertaining to wastewater treatment, reclamation, and disposal.
- B. The Commission may authorize CMSA to contract to provide other services.
- C. CMSA is not authorized to provide wastewater collection or treatment services in a Member's service area unless and until such services have been approved by both the Commission and the governing Board of the Member responsible for the service area in which the wastewater collection or treatment services will be provided.
- D. ~~Currently,~~ CMSA is authorized to provide wastewater services to SD2, the San Quentin Village Sewer Maintenance District, and the San Quentin State Prison; lead and participate in a cooperative multi-agency public education program; provide pollution prevention and source control services to several Marin County agencies; and monitor and enforce illegal stormwater discharges for the Cities of San Rafael and San Anselmo.
- E. **CMSA** may receive organic materials for anaerobic digestion, beneficially reuse its biosolids, produce and distribute recycled water, utilize biogas to produce energy and/or transportation fuel for internal use and external sale, and capture other renewable resources for use or sale.
- F. **CMSA** is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter contracts; apply for and accept grants, advances and contributions; to employ agents and employees; to acquire, construct, manage, maintain and operate any

CMSA buildings, facilities, or improvements; to acquire, hold or dispose of property; to sue and be sued in its own name, to incur debts, liabilities, or obligations; to issue bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the projects of **CMSA**; and to exercise jointly the common powers of the parties hereto set forth above. No such debts, liability, or obligation of **CMSA** shall constitute a debt, liability or obligation of any Member. **CMSA** has no power to levy or cause to be levied ad valorem property taxes. **CMSA** has the power of eminent domain.

- G. **CMSA** has the authority to accept grants and loans on behalf of the Members.
- H. The powers are subject to the restrictions upon the manner of exercising the powers of the Sanitary District Act of 1923, Division 6, of the Health and Safety Code of the State of California, as amended. The Agency specifically excepts Health and Safety Code Section 6487 from its restrictions so that **CMSA** may make its own provisions regarding payment of invoices, bills, and debt service.
- I. **CMSA** shall have the power to carry out a pretreatment, waste minimization, and other source control and pollution prevention programs in accordance with NPDES permit requirements, and other Federal and State regulatory requirements

SECTION 6. GOVERNING BODY OF THE AGENCY

CMSA shall be governed by the Central Marin Sanitation Agency Commission. The Commission shall, on behalf of **CMSA**, adopt a budget for Agency operations, maintenance, and capital improvements; approve contracts for the Agency; establish rates, charges, and fees; grant easements, licenses, or permits for the use of the property of the Agency; appoint a General Manager; contract for services as necessary; and take such other actions as are necessary or convenient to carry out the purpose and intent of this Agreement.

SECTION 7. COMMISSION MEMBERSHIP AND OFFICERS

- A. The Commission shall consist of six commissioners, two appointed by the governing board of **RVSD**, two appointed by the governing board of **SRSD**, one appointed by the governing board of **SD2**, and one appointed by the City Council of Larkspur.
- B. Each commissioner may be an elected official of the governing body of the City or District he/she represents, or may be such other resident of the City or District as selected by the Member. A commissioner shall serve in such a manner and for such term as each Member may determine, and may be removed at the pleasure of the Member appointing such person. The Commission shall annually choose commissioners to serve as Chair, Vice-Chair, and Secretary. Each Member shall determine its method of selection of the person representing the City or District. An elected official or resident of the City or District may be designated by the Member to serve as an alternate to any

commissioner.

- C. The Commission may appoint and employ a General Manager who shall perform such duties as may be imposed by the Commission and who shall report to the Commission in accordance with such rules and procedures as the Commission may adopt.
- D. The Chair shall sign contracts on behalf of **CMSA** and perform such other duties as may be imposed by the Commission. The Vice-Chair shall act in the absence of the Chair. The Commission may delegate to the General Manager the power to sign contracts on behalf of **CMSA**. If the Chair signs a contract, the Secretary or Vice-Chair shall countersign it on behalf of **CMSA**. The Vice-Chair and Secretary shall perform such other duties as may be imposed by the Commission.
- E. The Commission shall appoint a Treasurer/Controller. Said power of appointment may be vested with the General Manager by action of the Commission. The Treasurer shall have the duties and obligations set forth in Section 6505.5 of the Government Code of the State of California.

SECTION 8. COMMISSION VOTING

Each commissioner shall be empowered to cast one vote on each measure. Four commissioners shall constitute a quorum. Four affirmative votes are required for passage of any measure.

SECTION 9. DUTIES OF THE COMMISSION

- A. The duties of the Commission shall be:
 - to make all policy decisions and exercise all the powers of **CMSA**,
 - to submit full and regular reports to the Members,
 - to adopt and/or revise from time to time Board Policies for the conduct of its affairs as may be required.
- B. **CMSA** shall have the power to compensate commissioners in accordance with the provisions of the Sanitary District Act of 1923, as amended.

SECTION 10. MEETINGS OF THE COMMISSION

- A. Regular meetings of the Commission shall be held at such times and places as shall be established by the Commission by resolution.
- B. All meetings of the Commission including regular, special, and emergency meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 through 54960 of the Government Code of the State of

California, and other applicable provisions of law.

SECTION 11. FINANCIAL RECORDS AND REPORTS

CMSA shall keep current and accurate financial records of all operating, capital, and contract service activities. These records with their supporting documents shall be readily available for inspection by the Members, Commission, and the public. After the close of the fiscal year, the CMSA's financial records will be audited by independent certified public accountants, who will report the audit findings to the Commission.

SECTION 12. BONDING PERSONS HAVING ACCESS TO PROPERTY

- A. Commissioners and CMSA employees that are authorized to sign CMSA checks shall have a Public Official Bond. CMSA will procure a Government Crime Insurance Bond, or equivalent, to provide coverage for all CMSA employees and commissioners that handle and have access to any CMSA property. Premiums for both bonds shall be paid by CMSA.
- B. The General Manager shall have the responsibility for any and all CMSA property, and shall review and recommend approval or denial of all claims and demands for the disbursement of CMSA funds prior to submittal of said claims and demands to the Commission for approval.

SECTION 13. BONDS AND OTHER BORROWING

- A. CMSA shall have power and authority to issue and sell revenue bonds and other forms of indebtedness, borrow money and enter into contracts related to the foregoing in accordance with any one or more or portion of the following:
 - Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6540;
 - Chapter 6, Division 2, Title 5 of the Government Code, commencing with Section 54300;
 - Chapter 5, Part 3, Division 5 of the Health and Safety Code, commencing with Section 4950;
 - Articles 10 and 11, Chapter 3, Part 1, Division 2, Title 2 of the Government Code, commencing with Section 53570;
 - Such other relevant provisions of law as may now or hereafter be applicable.
- B. For purposes of referendum and vote on an CMSA-wide basis, the boundaries of CMSA shall be the consolidated boundaries of its Members. Under applicable law, CMSA may form improvement districts in which event the boundaries thereof shall be

determinative with respect to referendum and voting. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the Elections Code.

- C. **CMSA** shall have and exercise all powers conferred on “local agencies” by the provisions of the law with respect to such revenue bonds, other forms of indebtedness, or borrowing money.
- D. Revenues required to provide monies for payment of revenue bonds issued by **CMSA**, other forms of indebtedness, or borrowing money shall be derived from sewer Capacity Charges, **CMSA’s** Regional Charge to the Members, and other legally available revenues of **CMSA** as may be specified in the documents related to such revenue bonds, other forms of indebtedness, or borrowing money. The amount of such charges shall be determined by **CMSA**.
- E. In connection with **CMSA** issuing revenue bonds, other forms of indebtedness, or borrowing money for new capital projects or other significant expenditures, **CMSA** and all the Members will enter into a payment agreement or supplement an existing payment agreement that provides for an increase in **CMSA’s** Regional Charge to the Members to comply with the requirements of such revenue bonds, indebtedness, or borrowing.

SECTION 14. OPERATING FUND

- A. An operating fund shall be maintained to pay administrative and incidental expenses incurred by **CMSA**, costs of maintenance and operation arising from the operation of **CMSA’s** facilities, and capital replacement and rehabilitation costs of **CMSA’s** facilities, not funded by grants or borrowing pursuant to Section 13. Revenues for the operating fund shall be derived from Regional Charges periodically charged to each Member by **CMSA**, which Regional Charges the Members hereby agree to pay.

The periodic Regional Charge for each Member will be determined by **CMSA**, and shall be based upon a methodology that may include a Member’s equivalent dwelling unit count, wastewater flow, and/or wastewater flow and strength. Flow will be determined based upon continuous measurement during a specified period by **CMSA**. Strength will be determined by periodic measurement of the wastewater influent’s Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD).

CMSA will utilize current best practices to ensure the flow data is accurate.

- B. Each Member, in turn, shall be responsible for deriving the revenue necessary to pay its Regional Charges to **CMSA**.
- C. Excess operating and capital funds of **CMSA**, if any, from whatever source, are the property of **CMSA**.

- D. Capacity charges may be collected either by a Member or the Agency. **If collected by a Member, the capacity charge will be collected when the Member collects its connection fee from a property owner and will be remitted to CMSA.**

SECTION 15. OWNERSHIP OF PROPERTIES

With respect to the ownership of wastewater assets and facilities, the Members and **CMSA** agree that:

- A. CMSA Facilities
CMSA shall own entirely all facilities located at assessor's parcel numbers 018-180-46 and 018-180-47, including but not limited to property, buildings, wastewater and biosolids treatment facilities, resource recovery facilities, and support infrastructure and assets. **CMSA also owns the land and marine outfall that are on its property, on easements through public and privately owned properties, and in the San Francisco Bay.**
- B. Member Collection System Facilities
Members shall own, operate, and maintain their respective collection system facilities. **CMSA** and any Member may, by agreement, provide for operation and maintenance of that Member's facilities, all or in part, by **CMSA**. Any such agreement must provide that all costs associated with the operation and maintenance of such facilities by **CMSA** shall be charged to and paid by the Member.
- C. Wastewater Assets Other Than CMSA Facilities
Exhibit A lists the ownership, operation, and maintenance responsibilities of other wastewater related assets on CMSA property and in each Member's service area.

Upon the effective date of this Agreement the Members will grant to **CMSA** the use of all wastewater facilities, shown in Exhibit A, insofar as necessary for the operation of CMSA's facilities.

SECTION 16. FUNCTIONAL RESPONSIBILITIES

With respect to the administration, operation, and maintenance of wastewater facilities within the Member boundaries and the performance of functions related thereto, the Members and **CMSA** agree as follows:

- A. The Member will be responsible for review of new connection permit applications, collection and accounting for permit fees, inspection of connections, and all associated record-keeping. **CMSA** may perform these functions directly by contract with a Member.
- B. **CMSA** will have **total** responsibility for the operation and maintenance of all its wastewater treatment and disposal, biosolids processing and dewatering, and resource

recovery facilities, and other wastewater facilities specified in this Agreement.

- C. The Member will have total responsibility for its wastewater collection and transport systems.
- D. The Member will be responsible for all billing and collection of sewer connection and service charges and associated record-keeping, accounting, and delinquency follow-up.
- E. The Members shall provide **CMSA** access to its odor control facilities that are located at Member pump stations.
- F. **CMSA and each Member will be responsible for its own obligations under the San Francisco Bay Regional Water Quality Control Board (RWQCB) NPDES Permit No. CA0038628 issued on January 10, 2018, and any subsequent future NPDES permits where CMSA and a JPA agencies are listed as co-permittees.**

SECTION 17. INDEMNIFICATION AND INSURANCE

A. **CMSA Indemnification**

CMSA shall indemnify, defend and hold Members harmless from any claims or liability arising out of or relating to the functioning of Agency pursuant to this Agreement.

Further, specific as to NPDES Permit No. CA0038628, and any subsequent future NPDES permits, CMSA shall indemnify, defend, and hold Members harmless from any penalties, claims, or liability arising out of any acts or omissions of CMSA related to the NPDES Permit and any resulting violations or penalties.

CMSA shall procure and maintain at all times insurance against claims for injuries to persons or damages to property which may arise out of or relating to the functioning business of **CMSA** pursuant to this Agreement. The minimum scope of insurance and coverage are shown in Exhibit B and may be adjusted in the future by the Commission, as recommended by the Agency's insurance provider.

B. **Member Indemnification**

Members individually shall indemnify, defend and hold **CMSA** and other Members harmless from any liability arising out of or relating to the individual Member's actions pursuant to this Agreement. **Further, specific as to NPDES Permit No. CA0038628, and any subsequent future NPDES permits, Members individually shall indemnify, defend, and hold CMSA and other Members harmless from any penalties, claims, or liability arising out of any acts or omissions of any individual Member related to the NPDES Permit and any resulting violations or penalties. In no event shall a Member cause a non-responsible Member or non-responsible CMSA to be liable or responsible for any actions, omissions, violations, or payment of fines or penalties caused by an individual Member or Members.**

Members shall procure and maintain at all times insurance against claims for injuries to persons or damages to property which may arise out of or relating to the individual Member's actions pursuant to this Agreement. The minimum scope of insurance and coverage are shown in Exhibit B.

SECTION 18. AMENDMENTS

This Agreement may be amended only by agreement approved and executed by all of the Members.

SECTION 19. SETTLEMENT OF DISPUTES

If a dispute arises as to the construction, interpretation, or implementation of any provision of the JPA, the issues in dispute or matter requiring action shall be subject to the following dispute resolution process:

- A. Informal Dispute Resolution among Agency Managers
1. Managers from each agency shall meet and attempt to resolve the dispute.
 2. This process shall be informal and will be chaired by the CMSA General Manager. If the dispute is between CMSA and a Member(s), the managers shall select a chairperson to chair the meeting.
 3. The chair shall set a meeting date with an Agenda.
 4. Since this is an informal dispute resolution, attorneys for each agency shall not participate in the meeting(s).
 5. Should a resolution be reached, attorneys for each agency may assist in the preparation of any necessary documents.
- B. Informal Dispute Resolution – Board Members and Managers
1. Should the dispute resolution in Paragraph A (above) not resolve the dispute, the next step will be an informal dispute resolution with each agency and its manager participating.
 2. Each agency shall appoint two board members who will join its agency manager to participate in a meeting to resolve the dispute.
 3. Steps 2 – 5 in Section A. shall be applicable for the meeting process.
- C. Mediation of Disputes
1. Should the informal dispute resolutions in Paragraphs A and B (above) not be successful in resolving the dispute, then the **agencies** shall proceed to mediation

before a neutral mediator.

Each agency shall assign a representative(s) to participate in mediation. Each agency may be represented by counsel at mediation.

2. Selection of Mediator:
 - a. For such purposes, an agreed upon mediator shall be selected by all Commissioners.
 - b. Should the Commissioners fail to agree upon a mediator, the **agencies** will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned mediator.
3. Mediation
 - a. Each agency shall meaningfully participate in mediation to attempt to reach a resolution of the dispute.
 - b. Each agency shall equally share in the costs of the mediator regardless of whether a settlement of the dispute is reached.

D. Binding Arbitration

1. Should the informal dispute resolutions in Paragraphs A, B, and C (above) not be successful in resolving the dispute, then the **agencies** shall proceed to Binding Arbitration before a neutral arbitrator.
2. For purposes of arbitration, each agency may be represented by counsel.
3. Selection of Arbitrator:
 - a. For such purposes, an agreed upon arbitrator shall be selected by all Commissioners.
 - b. Should the Commissioners fail to agree upon an Arbitrator, the **agencies** will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned arbitrator.
4. Hearing:

The chosen arbitrator or assigned arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure (CCP Sections 1282 et seq.). At the Arbitration hearing, the rules of evidence shall apply.
5. The ruling of the arbitrator shall be binding on all agencies. There shall be no right of appeal to the Court system.

SECTION 20. WITHDRAWAL

- 1A) If a Member's governing board decides to withdraw from the CMSA JPA, the Members**

will convene a meeting to discuss the withdrawal process and details.

OR

- 1B) A Member may consider withdrawal from the CMSA JPA following a vote of its Board approving this action. Following the Member Board approval to seek withdrawal, the Members will convene to discuss the withdrawal proposal. The Withdrawal of a Member shall require the approval of each of the remaining Members' Boards by majority vote.
- 2) The Member seeking Withdrawal from the JPA shall not receive or be entitled to any financial or other material compensation from the remaining Members, including but not limited to the value of all infrastructure assets owned or operated by CMSA, assets owned by the remaining Members as shown in Exhibit A, and the value of the wastewater treatment and all other services provided to the withdrawing member by CMSA or the remaining Members.
- 3) Pursuant to the 2006 Payment for Treatment Services Agreement between the Members and CMSA or subsequent similar agreements for the payment of indebtedness, a Member cannot withdraw from the JPA until it determines a mechanism and makes a formal commitment to fund its payment obligations to CMSA.

SECTION 21. MISCELLANEOUS

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the sections referred to.

This Agreement is made in the State of California and under its Constitution and laws, and it is to be so construed.

To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that the ~~CMSA Board of Commissioners~~ may from time to time adopt and implement ordinances, policies, and procedures to further define the rights and obligations of ~~the Members and of the Agency~~ CMSA to carry out the purposes of this Agreement.

SECTION 22. PARTIAL INVALIDITY

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties and the successors of the parties hereto.

SECTION 24. PERSONNEL

A. Authority to Hire and Dismiss Employees:

The ~~Board of~~Commissioners shall be the appointing authority for the General Manager, who shall serve at the pleasure of the BoardCommission. The ~~Board of~~Commissioners shall annually review the performance of the General Manager.

The General Manager is hereby empowered to hire all personnel subject to the requirements of the Board-Commission adopted personnel policies and procedures. The General Manager shall have the power to reprimand, suspend, reduce in compensation or dismiss any personnel in accordance with the Board-Commission adopted personnel policies and collective bargaining agreements.

B. Personnel Policies and Procedures

The ~~Board of~~Commissioners shall have the authority to adopt personnel policies and procedures and make amendments thereto by a majority vote of the BoardCommission.

C. Administration of Employer-Employee Relations

The ~~Board of~~Commissioners shall have the authority to adopt a procedure for the administration of employer-employee relations and make amendments thereto by a majority vote of the BoardCommission.

IN WITNESS WHEREOF, The MEMBERS hereto have caused this Agreement to be executed, and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as the day and the year first above written.

ROSS VALLEY SANITARY DISTRICT

Doug Kelly, President

Attest: Thomas Gaffney, Secretary

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chairman

Attest: Maribeth Bushey, Secretary/Director

SANITARY DISTRICT No. 2 of MARIN COUNTY

Carla Condon, President

Attest: Diane Furst, District Vice President

CITY OF LARKSPUR

Dan Hillmer, Mayor

Attest: Ann Morrison, Vice Mayor

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JPA Exhibit A

Wastewater Conveyance Asset Ownership, Operation, and Maintenance

Exhibit A presents selected sole and jointly owned wastewater conveyance and related facilities in the CMSA service area with their ownership, operation, and maintenance responsibilities. Attachments 1 and 2 are maps showing the general location of the sole and joint use facilities.

A. Definitions

Ownership - the party that owns the identified asset and has the capital replacement responsibilities.

Operations and Maintenance - the party that monitors process parameters, such as wastewater flow and pressure; responds to Underground Service Alert notifications and emergencies (including SSO's); has regulatory and permitting responsibility; maintains and monitors corrosion control systems; and repairs and coordinates any work on the asset.

B. RVSD Ownership, Operation, and Maintenance Responsibilities

1) 54" RV Interceptor (FM IIA-1): RVSD jointly owns, with SD-2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB (see Attachment 2). RVSD does not have any operation or maintenance responsibility for FM IIA-1.

2) 54" RV Interceptor (FM IIA-2): RVSD jointly owns, with SD-2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting. RVSD solely operates and maintains the interceptor and its pipeline fittings and appurtenances from the upstream side of the flexible coupling connection outside the SQJB to the connection with the 30" Greenbrae Forcemain.

3) 12" Pump Station 10 Landing B Forcemain (FM IIB): RVSD owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from Pump Station B to the upstream side of the 12" valve flange on the 54" x 12" FM IIA-2 fitting.

4) San Quentin Junction Box: RVSD and SD2 jointly own the SQJB structure, and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

B. SD2 Ownership, Operation, and Maintenance Responsibilities

1) 54" RV Interceptor (FM IIA-1): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB. SD2 does not have any operation or maintenance responsibility for FM IIA-1.

2) 54" RV Interceptor (FM IIA-2): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections and other appurtenances. SD2 does not have any operation or maintenance responsibilities for FM IIA-2.

3) Corte Madera Forcemain (FM IIC): SD2 owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the Paradise Pump Station to the upstream side of the 24" valve flange on the 54" x 24" FM IIA-2 fitting.

4) San Quentin Junction Box: SD2 and RVSD jointly own the SQJB structure and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

5) Abandoned 20" Corte Madera Forcemain: SD2 owns and maintains the disconnected forcemain.

C. SRSD Ownership and Maintenance Responsibilities

1) 45" San Rafael Interceptor (FM IA-1 and 2): SRSD owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length of the interceptor to the CMSA treatment plant headworks, including the fitting that accepts the chemical dosing station pipeline. SRSD shall maintain the interceptor pipeline and its appurtenances upstream of the SFJB (FM IA-2).

2) 10" South Francisco Forcemain (FM IG): SRSD owns the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the connection to the 45" San Rafael Interceptor to the South Francisco pump station. SRSD shall maintain the forcemain and its appurtenances outside of the SFJB.

D. CMSA Ownership and Maintenance Responsibilities

1) 45" San Rafael Interceptor (FM IA- 2): CMSA shall maintain the interceptor, the 45"x10" connection fitting, 45" valve, and the other pipeline appurtenances in the SFJB and along the length of the pipeline from the downstream side of the SFJB to the treatment plant headworks.

2) 10" South Francisco Forcemain (FM IG): CMSA shall maintain the forcemain and its fittings, the 10" valve, and other pipeline appurtenances within the SFJB.

3) South Francisco Junction Box: CMSA owns and shall maintain the SFJB structure and all existing and future electrical, mechanical, and instrumentation equipment and systems within the SFJB.

CMSA grants SRSD access to the SFJB to inspect the 45" San Rafael Interceptor and the 10" South Francisco forcemain. Access shall be coordinated with CMSA operations staff.

4) Andersen Drive Chemical Dosing Station: CMSA owns and shall maintain the dosing station and its piping and appurtenances upstream of the SR interceptor connection.

5) 54" RV Interceptor (Reach FM IIA-1): CMSA shall operate and maintain the interceptor, fittings, and appurtenances from the treatment plant headworks to the upstream side of the SQJB's flexible coupling connection. CMSA will also maintain the interceptor, the 54"x16" connection fitting, the 54" valve, and the other interceptor appurtenances in the SQJB.

6) San Quentin Junction Box: CMSA shall maintain the SQJB structure, and operate and maintain all electrical, mechanical, and instrumentation equipment and systems within the SQJB. CMSA owns all electrical, instrumentation, and mechanical systems within the SQJB.

CMSA grants RVSD and SD2 access to the SQJB to inspect the 54" RV Interceptor and its fittings and appurtenances. Access shall be coordinated with CMSA operations staff.

7) Chemical Dosing Station: CMSA owns, operates, and maintains the hydrogen peroxide chemical dosing station and its piping and appurtenances upstream of the RV Interceptor (Reach IIA-1) connection in the SQJB.

8) Recycled Water Pipeline: CMSA owns, operates, and maintains the 6" recycled water pipeline from the treatment plant to FM 11A-1, and the pipelines and fittings to the chemical dosing station and to Remillard Pond.

D. Miscellaneous

CMSA, SD2, SRSD, and RVSD understand and agree that the California Department of Corrections owns and operates the 16" San Quentin forcemain (FM IIF) from the San Quentin Pump Station to the upstream side of the RV Interceptor's 54" x 16" fitting in the SQJB.

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CMSA JPA - Exhibit B

CMSA and Member Insurance Requirements

MINIMUM SCOPE OF CMSA INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.
2. **Automobile Liability** covering any auto with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** as required by the State, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance** against all risks of loss to Agency property, at full replacement cost.

Additional Insured Status

The Members, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of or relating to the functioning business of the Agency pursuant to this Agreement.

Verification of Coverage

CMSA shall furnish the Members with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

MINIMUM SCOPE OF MEMBER INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.
2. **Automobile Liability** covering any auto with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** as required by the State, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Additional Insured Status

CMSA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of or relating to the individual Member's actions pursuant to this Agreement.

Verification of Coverage

Members shall furnish CMSA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.