

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
MEETING OF AUGUST 17, 2017  
TIME OF MEETING: 7:00 P.M.  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

\*\*\*\*\* **AGENDA** \*\*\*\*\*

In accordance with California Government Code Section 54957.5, any writing that is a public record and relates to an open session agenda item which is distributed less than 72 hours prior to the meeting shall be available for public inspection at the District Office, 7500 Schmidt Lane, El Cerrito, during regular business hours. Copies of the agenda are posted on the District website at [www.stegesan.org](http://www.stegesan.org). Those disabled persons requiring auxiliary aids or services in attending or participating in this meeting should notify the District at least 48 hours prior to the meeting at 510/524-4668.

**I. Call To Order:**

**II. Roll Call:**

**Agenda Items:** Directors and Officers of the Board will consider and announce if they have any conflicts of interest posed by items on the meeting agenda.

**III. Public Comment:**

(Members of the public are invited to address the Board concerning topics that are not on the agenda)

Motion:

**IV. Approval of Minutes**

A. Approval of July 27, 2017 Regular Board Meeting Minutes

(The Board will be asked to review and approve the minutes of July 27, 2017 Regular Board Meeting)

Info:

**V. Communications**

A. Oral Communications

1. Brief reports from Directors on matters related to the District, including attendance at city or community meetings

a. City & Community Meetings

b. CSDA Conference Attendee Reports

B. Written Communications

Info:

**VI. Reports of Staff and Officers**

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
MEETING OF AUGUST 17, 2017  
TIME OF MEETING: 7:00 P.M.  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

- A. Attorney's Report
- B. Manager's Report
  - 1. Monthly Maintenance Summary Report-July 2017
  - 2. Monthly Report of Sewer Replacements and Repairs
  - 3. Connection Charge Report per Gov. Code 66013
  - 4. San Pablo Ave. Future Capacity Update
  - 5. August 22-24, 2017 California Association of Sanitation Agencies (CASA) Conference
  - 6. September 16, 2017 El Cerrito Centennial Showcase Parade
  - 7. September 25-28, 2017 California Special District Association (CSDA) Annual Conference

**VII. Business**

- Info/Motion: A. Proposal for Actuarial for Analysis of Retiree Health Benefits  
(The Board will consider the proposal)
- Info/Motion: B. Approval of Amended and Restated Consulting Services Agreement Between the Stege Sanitary District on Behalf of the Seven Collection Agencies Discharging to the East Bay Municipal Utility District and Humphrey Consulting  
(The Board will consider the agreement)

**VIII. Monthly Financial Statements – July 2017**

- Info: A. Monthly Investment, Cash, Receivables Report
- B. Monthly Operating Statement
- C. California Employers' Retiree Benefit Trust (CERBT) Quarterly Statement  
(The Board will review the reports and statements)

Info/Motion: **IX. Approval of Checks**

- A. Checks for August 17, 2017 - Fund No. 3418 & 3423  
(The Board will be asked to approve the August 2017 checks)

Info: **X. Future Agenda Items**  
**September 14, 2017**

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
MEETING OF AUGUST 17, 2017  
TIME OF MEETING: 7:00 P.M.  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

CASA Conference Attendee Reports  
CSDA Conference  
Strategic Plan  
El Cerrito Showcase Parade

**September 28, 2017**

Flexible Benefits Plan Review  
Deferred Compensation Matching Review  
Consent Decree Quarterly Report  
CSDA Conference Attendee Reports

**XI. Adjournment**

(The next meeting of the Stege Sanitary District Board of Directors is scheduled to be held on September 14, 2017 at 7:00 P.M. at the District Board Room, 7500 Schmidt Lane, El Cerrito, California.)

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
MEETING OF JULY 27, 2017  
TIME OF MEETING: 7:00 P.M.  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

\*\*\*\*\*MINUTES\*\*\*\*\*

**I. Call To Order:** President Beatrice O’Keefe called the meeting to order at 7:00 P.M.

**II. Roll Call:** Present: Gilbert-Snyder, James, Merrill, Miller, O’Keefe  
Absent: None  
Others Present: Rex Delizo, District Manager  
Kristopher Kokotaylo, District Counsel

**Agenda Items:** Directors and Officers of the Board did not announce any conflicts of interest posed by items on the meeting agenda.

**III. Public Comment:** There was no public comment.

**CLOSED SESSION**

**Liability Claims**

Gov. Code § 54956.95

Claimant: Dorje

Agency Claimed Against: Stege Sanitary District

**Conference with Labor Negotiator**

Gov. Code § 54957.6

Unrepresented employee: District Manager

The Board entered into the closed session at 7:01 P.M. and returned to open session at 7:55 P.M. President O’Keefe announced the Board had taken no reportable actions.

**IV. Approval of Minutes**

A. Approval of July 13, 2017 Board Meeting Minutes

MOTION: By James, seconded by Miller, to approve the minutes of the July 13, 2017 Board Meeting

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
MEETING OF JULY 27, 2017  
TIME OF MEETING: 7:00 P.M.  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe  
NOES: None  
ABSTAIN: None  
ABSENT: None

**V. Communications**

A. Oral Communications

1. Brief reports from Directors on matters related to the District, including attendance at city or community meetings

a. City & Community Meetings

Miller gave a report on his attendance at the Contra Costa Special Districts Association (CCSDA) meeting held on July 17, 2017, El Cerrito City Council Meeting held on July 18, 2017 and induction of Judge Ben Reyes to the Superior Court of Contra Costa County on July 21, 2017.

B. Written Communications

1. KIDS for the BAY's (KftB) Watershed Action Program – Final Report

The Board received the final report and asked staff to inquire about KftB's policy on implementing the program at private schools.

2. EMAIL – MCE Deep Green 100% Renewable Energy

The Board reviewed the email regarding MCE's 100% renewable electricity service, Deep Green, to achieve carbon neutrality.

3. El Cerrito Centennial Celebration - Cerrito Vista Park Table Request Form

The Board reviewed the form inviting the District to have a table in the Cerrito Vista Park as part of the Centennial Celebration.

**VI. Reports of Staff and Officers**

A. Attorney's Report

Kokotaylo reported on new penalties relating to prevailing wage projects under SB 96 and on the California Department of Finance's annual memo listing what state mandates have been suspended in the budget.

B. Manager's Report

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
MEETING OF JULY 27, 2017  
TIME OF MEETING: 7:00 P.M.  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

1. Monthly Maintenance Summary Report

The Manager reported on last month's maintenance activities to the Board with no significant issues.

2. Monthly Report of Sewer Replacements and Repairs

The Manager reported on invoices paid in June.

3. Reimbursement Report per Government Code 53065.5

The Manager reported on reimbursements paid by the District within the preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received as required by California Government Code Section 53065.5. The information will be made available on the District website for public inspection

4. August 22-24, 2017 California Association of Sanitation Agencies (CASA) Conference

The Manager reported on the arrangements for the upcoming CASA Conference

5. California Special District Association (CSDA)

a. August 8, 2017 – Financial Management for Special Districts Workshop

b. September 25-28, 2017 – 2017 CSDA Annual Conference

The Manager reported on the arrangements for the upcoming CSDA Workshop. The Board approved the Directors' attendance at the upcoming CSDA Annual Conference.

6. Form 470 - Officeholder and Candidate Campaign Statement

The Manager reminded the Board to file their individual Form 470s electronically online.

**VII. Business**

A. Resolution No. 2086-0717 Commendation of Benjamin T. Reyes II for Service as District Counsel of the Stege Sanitary District

The Board reviewed and approved the resolution to recognize and commend Benjamin T. Reyes II for his exemplary service as District Counsel for the Stege Sanitary District.

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MOTION: By James, seconded by Gilbert-Snyder, to approve Resolution No 2086-0717 Commendation of Benjamin T. Reyes II for Service as District Counsel of the Stege Sanitary District

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe  
NOES: None  
ABSTAIN: None  
ABSENT: None

B. Resolution No. 2087-0717 Accepting Report on Sewer Service Charges and Electing to Collect Certain Sewer Service Charges on the Tax Roll

The Board reviewed and approved the resolution to use the tax roll as the means of collecting sewer service charges.

MOTION: By James, seconded by Merrill, to approve Resolution No 2087-0717 Accepting Report on Sewer Service Charges and Electing to Collect Certain Sewer Service Charges on the Tax Roll

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe  
NOES: None  
ABSTAIN: None  
ABSENT: None

C. Resolution No. 2088-0717 Accepting Completion of Work and Filing Notice of Completion for the Standard Sewer Rehabilitation Project No. 16201

The Board reviewed and approved the resolution to file the Notice of Completion for Project No. 16201.

MOTION: By Merrill, seconded by Miller, to approve Resolution No 2088-0717 Accepting Completion of Work and Filing Notice of Completion for the Standard Sewer Rehabilitation Project No. 16201

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe

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NOES: None  
ABSTAIN: None  
ABSENT: None

D. Resolution No. 2089-0717 Accepting Completion of Work and Filing Notice of Completion for the Supplementary Sewer Rehabilitation Project, Glen Mawr Ave. Project No. 16203

The Board reviewed and approved the resolution to file the Notice of Completion for Project No. 16203.

MOTION: By Merrill, seconded by Miller, to approve Resolution No 2089-0717 Accepting Completion of Work and Filing Notice of Completion for the Supplementary Sewer Rehabilitation Project, Glen Mawr Ave. Project No. 16203

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe  
NOES: None  
ABSTAIN: None  
ABSENT: None

E. Resolution No. 2090-0717 Establishing Salary of the District Manager/Engineer

Prior to approving the resolution, the board orally reported a summary of a recommendation of the proposed increase in salary for the District Manager/Engineer. The Board then amended and approved the resolution establishing the base annual compensation of the District Manager/Engineer at \$192,000 per year effective July 1, 2017.

MOTION: By James, seconded by Gilbert-Snyder, to approve Resolution No 2090-0717 Establishing Salary of the District Manager/Engineer, as amended

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe



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NOES: None  
ABSTAIN: None  
ABSENT: None

F. Resolution No. 2091-0717 Appointing Jennifer Faught as Assistant District Counsel

The Board reviewed and approved the resolution.

MOTION: By Gilbert-Snyder, seconded by Miller, to approve Resolution No 2091-0717 Appointing Jennifer Faught as Assistant District Counsel

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe  
NOES: None  
ABSTAIN: None  
ABSENT: None

**VIII. Monthly Financial Statements – June 2017**

- A. Monthly Investment, Cash, Receivables Report
- B. Monthly Operating Statement
- C. Local Agency Investment Fund (LAIF) Quarterly Statement

The financial items were reviewed by the Board with no significant issues.

**IX. Approval of Checks**

- A. Checks for July 27, 2017 - Fund No. 3418 & 3423

MOTION: By Merrill, seconded by Gilbert-Snyder, to pay the bills, Check Nos. 25068 through 25086 in the amount of \$161,867.82

VOTE: AYES: Gilbert-Snyder, James, Merrill, Miller, O'Keefe  
NOES: None  
ABSTAIN: None  
ABSENT: None

STEGE SANITARY DISTRICT BOARD OF DIRECTORS  
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DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

**X. Future Agenda Items**

**August 17, 2017**

CASA Conference

CSDA Conference

Select Actuary for Analysis of Retiree Health Benefits

Quarterly (FY End) Financial Statements

Connection Charge Report per Gov. Code 66013

San Pablo Ave. Future Capacity Update

**September 14, 2017**

CASA Conference Attendee Reports

CSDA Conference

Strategic Plan

El Cerrito Showcase Parade

**XI. Adjournment**

The meeting was adjourned at 8:52 P.M. The next meeting of the District Board of Directors will be held on Thursday, August 17, 2017 at 7:00 P.M. at the District Board Room, 7500 Schmidt Lane, El Cerrito, California

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Rex Delizo  
STEGE SANITARY DISTRICT  
Secretary

# MONTHLY SERVICE CALLS

# July-2017

DATE	MH UP/DN	ADDRESS	PRBLM IN	TYPE	LOC	CAUSE	END	COMMENTS
<b>7/3/2017</b> Monday 7:40 AM	212001 203115	5749 CENTRAL AVE. EL CERRITO, CA 94530 <i>Last Call: 3/26/2001</i>	Main <input type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	OF				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM. WE ADVISED THEM TO CALL A PLUMBER.
<b>7/5/2017</b> Wednesday 10:50 AM	274212 274202	200 WILLAMETTE AVE. KENSINGTON, CA 94707	Main <input type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	C				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM. WE ADVISED THEM TO CALL A PLUMBER.
<b>7/6/2017</b> Thursday 9:45 AM	186107 186106	5724 ALTA PUNTA AVE. EL CERRITO, CA 94530 <i>Last Call: 6/13/2000</i>	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	W				PLUMBER CALLED TO NOTIFY US THAT THERE WAS WIPES IN THE MAINLINE.
<b>7/7/2017</b> Friday 6:54 AM	221308 221307	7519 FAIRMOUNT AVE. EL CERRITO, CA 94530 <i>Last Call: 11/14/2016</i>	Main <input type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	C, OF				CUSTOMER COMPLAINED OF OVERFLOW. WE DID A DYE TEST AND FOUND NO PROBLEM. PLUMBER SNAKED LATERAL AND CLEARED STOPPAGE.
<b>7/10/2017</b> Monday 8:29 AM	172402 172033	1841 ARLINGTON BLVD. EL CERRITO, CA 94530 <i>Last Call: 1/2/2002</i>	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	T				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM. WE ADVISED THEM TO CALL A PLUMBER.
<b>7/12/2017</b> Wednesday 11:55 AM	265031 265030	8379 TERRACE DR. EL CERRITO, CA 94530	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	MC				PLACED RAPO AROUND THE MANHOLE COVER TO STOP NOISE.
<b>7/13/2017</b> Thursday 6:55 PM	261104 261103	619 ALBEMARLE ST. EL CERRITO, CA 94530 <i>Last Call: 7/17/2010</i>	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	G, R	BLDG	B	BLDG	WE FOUND GREASE AND ROOTS IN THE MAIN LINE.
<b>7/15/2017</b> Saturday 4:14 PM	202103 202102	5327 JACUZZI ST. RICHMOND, CA 94804 <i>Last Call: 2/21/2016</i>	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	T				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM. WE ADVISED THEM TO CALL A PLUMBER.
<b>7/31/2017</b> Monday 12:42 PM	232005 232004	116 ASHBURY AVE. EL CERRITO, CA 94530	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	O				NO PROBLEM WITH DISTRICT LINE.

**PROBLEM TYPE:**

- Water (A)
- Broken Main (B)
- S/S Congestion (C)
- Debris in Main (D)
- EBMUD (E)
- Soft Stoppage (F)
- Grease (G)
- Lateral Cause (LC)
- Misc (M)
- MH Cover (MC)
- Odor (O)
- Overflow (OF)
- PG+E (P)
- Roots (R)
- Surcharge (S)
- Storm Drain (SD)
- Unknown (U)
- Other (T)
- Wipes/Rags (W)

**SPILL**

- LOCATION:**
- Lamp/Manhole (MH)
  - Mainline (ML)
  - Lateral (L)
  - Cleanout (CO)
  - Building (BLDG)
  - Other (O)

**SPILL**

- CAUSE:**
- Blockage (B)
  - Surcharge (S)
  - Line Break (ML)
  - Other (O)

**SPILL END**

- LOCATION:**
- Building (BLDG)
  - Creek (C)
  - Strt/Pvmnt (ST)
  - Storm Drn (SD)
  - Yard (Y)
  - Other (O)

**MAINLINE: 2**

**LATERAL: 3**

**OTHER: 4**

**TOTAL SERVICE CALLS: 9**

**MAINLINE OVERFLOW: 1**

**MAINLINE SURCHARGE: 0**

**STEGE SANITARY DISTRICT  
MONTHLY MAINTENANCE SUMMARY REPORT  
Jul-17**

**1. ROUTINE PREVENTIVE MAINTENANCE ACTIVITES**

	Days	Feet
There were 20 normal working days		
Unit #5 (hydro) operated:	0	0
Unit #10 (rodder) operated:	3	4,526
Unit #11 (rodder) operated:	2	4,600
Unit #15 (video) operated:	11	17,285
Unit #16 (combo) operated:	15	70,029

	Month (feet)		Quarter (feet)		
	Planned	Unplanned	Planned	Unplanned	Remaining
Total Cleaned	67,327	11,828	67,327	11,828	175,012
Total Video	12,218	5,067	12,218	5,067	24,683

**2. MONTHLY SERVICE CALLS**

After-hour service calls: 2 calls 2 out

**STEGE SANITARY DISTRICT - SERVICE CALLS, OVERFLOWS AND BACKUPS**

YEAR	MO	SERVICE CALLS		LATERAL PROBLEMS		STRUCTURAL MAINLINE FAILURES		MAINLINE OVERFLOWS INTO HOMES	
		CURRENT MONTH	12 MONTH AVERAGE	CURRENT MONTH	12 MONTH AVERAGE	CURRENT MONTH	TOTAL LAST 12-MOS	CURRENT MONTH	TOTAL LAST 12-MOS
2017	July	9	13.7	3	7.8	0	3	1	1
CATEGORY 1 SSOs		OVERFLOWS CAUSED BY MAINLINE				OVERFLOWS RELATED TO WET WEATHER			
CURRENT MONTH	TOTAL LAST 12-MONTHS	CURRENT MONTH	TOTAL LAST 12-MONTHS	CURRENT MONTH	TOTAL LAST 12-MONTHS	CURRENT MONTH	TOTAL LAST 12-MONTHS	CURRENT MONTH	TOTAL LAST 12-MONTHS
0	4	1	8	0	0	0	0	0	0

**3. SAFETY AND TRAINING**

Safety and training meetings were conducted twice a month.

**STEGE SANITARY DISTRICT**  
**MONTHLY REPLACEMENT AND REPAIR SUMMARY**

**June 2017**

**Revised 08/17/2017**

**I SEWER REPLACEMENT - FY 2016-17**

A.	BUDGET ALLOCATION		\$2,220,000
B.	PRIOR BUDGET EXPENDED (WITH RETENTION)		\$1,930,578
C.	SEWER REPLACEMENTS PAID THIS MONTH		
1.	Various Locations	\$115,370	
SUBTOTAL FOR THIS MONTH			\$115,370
D.	TOTAL BUDGET EXPENDED (NO RETENTION)	87.81%	\$1,949,419
E.	TOTAL RETENTION HELD	5.00%	\$102,601
F.	BUDGET REMAINING	7.57%	\$167,980
G.	PERCENTAGE OF FISCAL YEAR REMAINING	0.00%	
H.	TOTAL REPLACEMENT FOOTAGE PAID TO DATE	10,537 ( \$ 194.74 /LF)	

**II SEWER REPAIRS - FY 2016-17**

A.	BUDGET ALLOCATION		\$59,000
B.	PRIOR BUDGET EXPENDED		\$58,071
C.	SEWER REPAIRS PAID THIS MONTH		
1.	1801 Key Blvd., El Cerrito	\$2,830	
SUBTOTAL FOR THIS MONTH			\$2,830
D.	TOTAL BUDGET EXPENDED	103.22%	\$60,901
E.	BUDGET REMAINING	-3.22%	-\$1,901
F.	PERCENTAGE OF FISCAL YEAR REMAINING	0.00%	
G.	TOTAL NUMBER OF REPAIRS PAID TO DATE	14 ( \$ 4,350.07 /REPAIR)	

**STEGE SANITARY DISTRICT**  
**MONTHLY REPLACEMENT AND REPAIR SUMMARY**  
**July 2017**

<b>I SEWER REPLACEMENT - FY 2017-18</b>			
A.	BUDGET ALLOCATION		\$2,365,000
B.	PRIOR BUDGET EXPENDED (WITH RETENTION)		\$0
C.	SEWER REPLACEMENTS PAID THIS MONTH		
1.			\$0
SUBTOTAL FOR THIS MONTH			\$0
D.	TOTAL BUDGET EXPENDED (NO RETENTION)	0.00%	\$0
E.	TOTAL RETENTION HELD	0.00%	\$0
F.	BUDGET REMAINING	100.00%	\$2,365,000
G.	PERCENTAGE OF FISCAL YEAR REMAINING	91.67%	
H.	TOTAL REPLACEMENT FOOTAGE PAID TO DATE	0 ( \$ - /LF)	
<b>II SEWER REPAIRS - FY 2017-18</b>			
A.	BUDGET ALLOCATION		\$61,000
B.	PRIOR BUDGET EXPENDED		\$0
C.	SEWER REPAIRS PAID THIS MONTH		
1.			
SUBTOTAL FOR THIS MONTH			\$0
D.	TOTAL BUDGET EXPENDED	0.00%	\$0
E.	BUDGET REMAINING	100.00%	\$61,000
F.	PERCENTAGE OF FISCAL YEAR REMAINING	91.67%	
G.	TOTAL NUMBER OF REPAIRS PAID TO DATE	0 ( \$ - /REPAIR)	

**STEGE SANITARY DISTRICT  
ANNUAL COMPLIANCE REPORT FOR REQUIREMENTS OF  
GOVERNMENT CODE SECTION 66013**

**Fiscal Year Ending June 30, 2017**

Per Government Code Section 66013(d), the District shall make available to the public, within 180 days after the last day of each fiscal year, the following information for that fiscal year:

1. A description of the charges deposited in the fund.

**Sewer Connection Charge** - The purposes of the sewer connection charge are (a) to provide revenue to acquire, construct, install and replace capital facilities and other assets required for the District's wastewater disposal system, and (b) to distribute the cost of acquisition, construction, installation and replacement of the District's wastewater facilities and other capital assets so that the owner of each parcel connected to the District's system pays a proportionate share of those costs. Payment of the applicable connection charge allows discharges of wastewater to be made from the respective parcel in an amount that corresponds to the amount of the charge established by the District Ordinance Code. The discharge capacity thus acquired is irrevocable and runs with the parcel.

2. The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund.
3. The amount of charges collected in that fiscal year.

<b>Beginning Balance July 1, 2016</b>	<b>\$0</b>
<b>Fees Collected</b>	<b>202,062.71</b>
<b>Interest Earned</b>	<b>1,564.45</b>
<b>Transfers in/out of other funds</b>	<b>(203,627.16)</b>
<b>Ending Balance June 30, 2017</b>	<b>\$0</b>

4. An identification of all of the following:
  - a. Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.

<b>Capital Improvement Project</b>	<b>\$2,220,000</b>	<b>9.10%</b>
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- b. Each public improvement on which charges were expended that was completed during that fiscal year.

**Capital Improvement Project**

- c. Each public improvement that is anticipated to be undertaken in the following fiscal year.

**Capital Improvement Project**

- 5. A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be, expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

**The interfund transfer in the amount of \$203,627.16 was made to complete the Capital Improvement Project.**



**California Association of Sanitation Agencies (CASA)  
2017 62<sup>nd</sup> Annual Conference  
August 22-24, 2017  
San Diego, CA**

**Marriott Marquis  
Hotel Reservations**

	<u>Arrival Date</u>	<u>Departure Date</u>	<u>CSRMA</u>
Paul Gilbert-Snyder	Will Not Attend		
Jay Z. James	Will Not Attend		
Dwight Merrill	Tuesday 8/22	Thursday 8/24	No
Al Miller	Monday 8/21	Thursday 8/24	Yes
Beatrice O'Keefe	Will Not Attend		

CASA Registration Deadline: **August 10, 2017**

Hotel Cancellation Deadline: **August 18, 2017**

PROPOSAL FOR ACTUARIAL FOR ANALYSIS OF RETIREE HEALTH BENEFITS

**ISSUE:**

An actuarial valuation of retiree health benefits is required every two years.

**FISCAL IMPACT:**

The fee for a full GASB 74/75 valuation with a 10% discount is \$2,700. The fee for a roll-forward valuation for the 2<sup>nd</sup> year with a 10% discount is \$1,350. (NOTE: The deadline for the 10% discount was extended to August 23, 2017.)

An optional Funding Valuation Fee will cost an extra \$1,500. An optional onsite presentation of the report at a Board meeting, if requested, will cost an extra \$1,900.

**BACKGROUND:**

An actuarial valuation to measure and report the liabilities associated with other (than pension) post-employment benefits (OPEB) is required every two years. The last valuation, under GASB 43/45, was completed as of July 1, 2015 by Total Compensation Systems, Inc., (Kischuk) at a cost of \$2,300. The proposed valuation, now under GASB 74/75, dramatically increases the amount of work required and is reflected in the increased fee.

Although, per the proposal, there will no longer be an Annual Required Contribution (ARC) or Annual OPEB Cost (AOC), Total Compensation Systems, Inc. will, upon request, provide a separate opinion letter with an ARC-equivalent at no additional fee as long as the same actuarial assumptions and methods used for the GASB 74/75 valuation are used to calculate the ARC equivalent. If different assumptions and/or methods are used for the ARC equivalent, the valuation would need to be rerun and the additional Funding Valuation Fee (\$1,500) would be charged.

Other proposal have been requested by staff but not yet received.

**RECOMMENDATION:**

Direct the Manager to proceed with the actuarial valuation with Total Compensation Systems, Inc.

**ATTACHMENTS:**

Total Compensation Systems, Inc. (Kischuk) Proposal



# TCS Total Compensation Systems, Inc.

March 24, 2017

Kary Richardson  
Administrative Supervisor  
Stege Sanitary District  
7500 Schmidt Ln  
El Cerrito, CA 94530-2401

Dear Ms. Richardson,

This letter is our proposal for GASB 74/75 actuarial valuation services. GASB 74/75 dramatically change the way services are provided, resulting in changes to our contracting practices. This letter includes a lot of information, but is crucial to understand compliance implications of GASB 74/75 for Stege Sanitary District.

## **Additional Required Work**

First, while valuations are required no less frequently than every two years under GASB 74/75, a “roll-forward” or “roll-back” calculation will also be required for every valuation cycle to determine second year (or first year in the case of a “roll-back”) accounting entries. The roll-forward or roll-back calculation will depend on the full valuation, so the calculation is an integral part of the actuarial services for each valuation cycle. Under GASB 74/75, we will not only need to make a roll-forward or roll-back calculation, but generate all the information needed to create the Note Disclosures and Required Supplementary Information (RSI) schedules (see below) for the “off-year”. The roll-forward/roll-back calculation will be billed separately, but will be included in the same contract.

Second, greatly expanded Note Disclosure requirements will require rerunning the valuation 4 additional times to quantify the net OPEB liability if interest rates are one percent higher or lower than assumed; as well as if health care trend is one percent higher or lower. The need for 4 additional complete valuation runs will increase our work significantly.

Third, there will be deferred inflows and outflows that will need to be calculated and tracked – some for longer than ten years. Calculating, tracking and reporting these deferred items require additional work, in and of itself. Also, up to two additional valuation runs may be required to determine the amount of liability changes subject to immediate or deferred recognition.

Fourth, there will no longer be an Annual Required Contribution (ARC) or Annual OPEB Cost (AOC). The OPEB expense that replaces the ARC and AOC will be far more volatile. Recognition of some liability changes can no longer be spread at all; and those that *can* be spread will be spread over much shorter time periods. In addition, for unfunded plans, the interest assumption is likely to be subject to greater *and* more frequent change. In addition to the volatility of OPEB expense, GASB 74/75 mandates certain assumptions that may not be appropriate for funding purposes (e.g. inclusion of the Cadillac Tax). As a result of OPEB expense volatility and mandatory assumptions, the accounting valuation is not likely to be directly usable for funding purposes. Therefore employers that are systematically funding OPEB obligations may choose to have a separate “funding valuation.” We are including a funding valuation in the contract as a separate, optional service.

## **Separate Billing for Roll-Forward/Roll-back Valuation**

For the above reasons, the amount of work associated with performing OPEB valuations will dramatically increase. In the past, we would have had to increase fees by anywhere from \$6,000 to \$14,000 to accommodate the additional work. However, we have been working for several years to modify our systems and procedures in order to streamline the valuation process under GASB 74/75 to the greatest extent possible. We have been able to reduce the additional required fees to a fraction of what they would have been, but our fees will still unavoidably include more than an inflation increase. For Stege Sanitary District, our total fee for the full accounting valuation will be \$3,000 and, for the roll-forward or roll-back the fee will be \$1,500 (i.e. excluding any meetings and excluding a funding valuation). Partially offsetting the fee increase is the fact

that we are offering a 10% discount as will be explained below.

Since GASB 74/75 now require actuarial calculations for the “off year” of the two year valuation cycle, and to make costs more manageable for our clients, we will bill the roll-forward/roll-back valuation separately. As before, the first and second installments for the full valuation will be at the beginning and end of the full valuation. A third installment will be due within 30 days of completion of the roll-forward or roll-back valuation. For roll-back valuations, this will be immediately after the full valuation is completed. Roll-forward valuations would typically be done about a year after the full valuation. This arrangement will keep the fee for the full valuation only modestly higher than under GASB 43/45, with most of the cost increase resulting from the “off-year” valuation for biennial clients. (Triennial clients will also have cost increases related to moving from a three-year to a two-year cycle.)

While this fee does NOT include any on-site meetings, it *does* include unlimited phone support. The additional fee for a meeting would be \$1,900. Our fee also does not include a valuation explicitly for funding purposes. If Stege Sanitary District would like a funding valuation, the additional fee would be \$1,500.

### **Reserving Valuation Slot and Ten Percent Discount**

The increased work associated with GASB 74/75 will stretch actuarial resources system wide, so we expect there to be increased demand for services. Again, we have been preparing for GASB 74/75 for a long time and we have been enhancing our resources to meet the greatly expanded requirements. We are aware, however, that several OPEB actuaries have recently retired, which will squeeze OPEB actuarial resources even further. As if this wasn’t enough, GASB 74/75 will require all public agencies to have valuations every two years rather than allowing those agencies with fewer than 200 participants to have triennial valuations. There are a very large number of public agencies in California (perhaps 2,000) qualifying for triennial valuations under GASB 43/45 that will now be compressed into a two year cycle. On top of everything else, odd-numbered years (like 2017) have a lot more valuations because virtually all 500 agencies participating in the CalPERS CERBT program will need to have their valuations done as of June 30, 2017. They will be joined by all other agencies funding through a trust because the GASB 74/75 implementation date is June 30, 2017 for trust plans.

The extreme increase in the amount of work plus the scarcity of actuarial resources will require us to schedule valuations more tightly than ever before. We will give first priority to existing clients. We will accept new clients only if we have room in our schedule after accommodating our existing clients.

In order to confidently schedule existing clients, we will be asking for commitments in advance of the valuation date. To reserve a place in our schedule, we will require a signed contract and a non-refundable deposit of one-half of the full valuation fee by June 1, 2017. The deposit is non-refundable because of the preliminary work we will do to streamline valuations, as well as to compensate for downtime of resources that could result from cancelled contracts that could have been used to handle additional clients. By reserving a spot, Stege Sanitary District will not only guarantee a valuation slot, but will be given priority over every client that didn’t reserve one. As an additional incentive to reserving early, we are giving a 10% discount of the full valuation fee (i.e. excluding the meeting fee and funding valuation fee) – as well as of the roll-forward/roll-back valuation fee – to those who reserve a spot by June 1, 2017. That means that, to reserve a spot, we must receive the signed contract and a check for \$1,350 – i.e. one-half of 90% of \$3,000 – by June 1, 2017. The following table shows the new fees under GASB 74/75 compared with what the fees would have been under GASB 43/45

	<u>GASB 43/45</u>	<u>Full GASB 74/75</u>	<u>GASB 74/75 w/ 10% Discount</u>
Fee for Full Valuation	\$2,300	\$3,000	\$2,700
Roll-forward/Roll-back Valuation for 2nd or 1 <sup>st</sup> Year	N/A	\$1,500	\$1,350
Funding Valuation Fee* (optional)	N/A	\$1,500	\$1,500
Meeting Fee* (optional)	\$1,900	\$1,900	\$1,900

\*Not subject to 10% discount

### **Moving Forward**

If you choose *NOT* to reserve a spot, we still hope to work with you on the GASB 74/75 valuation, though it will be at the full fee quoted above. Please understand that, although we will make every effort to accommodate our existing clients, we cannot guarantee we will have a slot for those who don’t reserve one.

Should you choose to proceed, attached is a one pager describing our information needs. Depending on your plan, we may need to request additional information.

Please let me know if you have any questions about the above or about retiree health benefits, in general. We would very much appreciate once again having the opportunity to work with Stege Sanitary District.

Sincerely,

A handwritten signature in blue ink that reads "Geoffrey Kischuk". The signature is written in a cursive style with a large initial 'G' and 'K'.

Geoffrey L. Kischuk, FSA, FCA, MAAA  
Consultant  
gkischuk@totcomp.com

encl.

## DATA NEEDED TO COMPLETE RETIREE HEALTH VALUATION:

### **BENEFIT DESCRIPTION DOCUMENTS**

To conduct a valuation, we need a full description of retiree health eligibility rules, extent of employer contributions, duration of coverage, etc. These are most commonly included in relevant sections of collective bargaining agreements, Board policies, etc. If you provide us with language from collective bargaining agreements, please also include a description of benefits provided to *non-bargained* employees (e.g. management, confidential, etc.)

### **DEMOGRAPHIC INFORMATION**

In addition, we need demographic information. Following are the data elements we need to perform the retiree health valuation. It is OK to send data for active employees and retirees separately *as long as the data is "as of" the same date*. If possible, the data should be sent via E-mail to gkischuk@totcomp.com, in a standard file format (e.g. ASCII text, Excel, DBF, Access, etc). We can arrange a secured transfer upon request. Please note that we recognize that all data is sensitive and confidential and we take steps to safeguard the privacy of that data.

#### Active Employees:

NOTE: Please include a record for all benefit eligible employees, whether they receive benefits or not; and whether they are eligible for retiree benefits or not. There is no need to include records for employees who are not eligible for health benefits as an active employee.

- SSN, Identification Number or other unique identifying information
- Date of Birth
- Sex
- Hire Date
- % FTE Indicator
- Employee Classification/Bargaining Unit
- Current rate of regular pay used to generate pension credits
- Frequency of above pay rate (e.g. hourly, monthly, annual, etc.)
- An indication of the medical plan and coverage level (i.e. employee only, employee + one, etc.)

#### Retired Employees:

NOTE: Please only include records for retirees who receive medical and/or dental benefits or indicate in the record whether and which benefits a retiree has. Retirees should be included even if they are intended to pay the entire cost of their benefits.

- SSN, Identification Number or other unique identifying information
- Date of Birth
- Sex
- Retirement Date (if available)
- Employee Classification/Bargaining Unit
- District Contributions for retiree health benefits or enrolled plan (if available)

### **MEDICAL COST INFORMATION**

If medical benefits are NOT provided through the CalPERS medical plan, please provide medical premium rates (including both employee and employer share) for active employees and also for retirees. If claim information is available, please provide the most recent 12 months of month by month claim data and month by month enrollment (by coverage type) for the most recent available 12 months. If there is an annual rate renewal calculation, please provide the most recent documentation.

### **MISCELLANEOUS**

If OPEB benefits are being funded through a trust, please provide the most recent trust asset statement.

## **TCS Actuarial Clients**

Following is a list of California public employers for which we have performed retiree health valuation services.

Acalanes Union High School District  
Adelanto Elementary School District  
Alameda County Office of Education  
Alameda County Waste Management Authority  
Alisal Union School District  
Allan Hancock Joint Community College District  
Alpine Springs County Water District  
Alta Loma School District  
Alvord Unified School District  
Amador County Office of Education  
Amador Water Agency  
Anderson Union High School District  
Antelope Valley College  
Antelope Valley Mosquito & Vector Control District  
Antelope Valley-East Kern Water Agency  
Apple Valley Unified School District  
Aptos - La Selva Fire Protection District  
Arcadia Unified School District  
Arcohe Union Elementary School District  
Armona Union Elementary School District  
Associated Students of San Jose State University  
Auburn Union Elementary School District  
Azusa Unified School District  
Baldy View Regional Occupation Program  
Banning Unified School District  
Banta Elementary School District  
Barstow Community College District  
Bassett Unified School District  
Bay Area Rapid Transit  
Bay Area Rapid Transit  
Bay Area Rapid Transit District  
Beach Cities Health District  
Bear Valley Unified School District  
Beaumont-Cherry Valley Recreation and Park District  
Belmont Redwood Shores School District  
Berkeley Unified School District  
Big Bear City Airport  
Big Bear City Community Services District  
Blue Lake Union School District  
Bonny Doon Union Elementary School District  
Butte-Glenn Community College District  
Cabrillo College Foundation  
Cabrillo Community College District  
Cachuma Operations and Maintenance Board  
Calistoga Joint Unified School District  
Camarillo Health Care District  
Carmichael Water District  
Cascade Union Elementary School District  
Casitas Municipal Water District  
Castro Valley Sanitary District  
Castroville Community Services District  
Central Elementary School District  
Central Union School District  
Ceres Unified School District  
Cerritos Community College District  
Chabot-Las Positas Community College District  
Chaffey Community College District  
Chatom Union School District  
Chino Valley Unified School District  
Chualar Union School District  
Citrus Community College District  
City College of San Francisco Bookstore  
City of Adelanto  
City of Aliso Viejo  
City of Arcadia  
City of Arcata  
City of Bell  
City of Bellflower  
City of Buena Park  
City of Capitola  
City of Chino  
City of Chino Hills  
City of Colton  
City of Elk Grove  
City of Elk Grove - HRA  
City of Emeryville  
City of Folsom  
City of Garden Grove  
City of Glendora  
City of Hawthorne  
City of Imperial Beach  
City of Industry  
City of Ione  
City of Irwindale  
City of La Cañada Flintridge  
City of La Palma  
City of La Puente  
City of Lafayette  
City of Laguna Woods  
City of Lake Forest  
City of Lakeport  
City of Lawndale  
City of Loma Linda  
City of Los Alamitos  
City of Los Banos  
City of Manhattan Beach



City of Menifee	Del Norte County Schools
City of Mission Viejo	Del Paso Manor Water District
City of Morro Bay	Denair Unified School District
City of Norwalk	Desert Center Unified School District
City of Oakdale	Desert Health Care District
City of Porterville	Desert Sands Unified School District
City of Rancho Mirage	Diocese of San Bernardino
City of Rolling Hills	Dixon Unified School District
City of San Clemente	Dos Palos Oro Loma Joint Unified School District
City of San Pablo	Downey Unified School District
City of Scotts Valley	Duarte Unified School District
City of Seal Beach	Ducor Union Elementary School District
City of Signal Hill	El Camino Community College District
City of Simi Valley -- General Unit	El Dorado County Transportation Commission
City of Simi Valley -- Non-sworn Management	El Dorado Hills County Water District
City of Simi Valley -- Sworn	El Dorado Irrigation District
City of Simi Valley -- Sworn Management	El Dorado Union High School District
City of Solvang	El Rancho Unified School District
City of Stanton	El Segundo Unified School District
Claremont Unified School District	Elk Grove Benefit Employee Retirement Trust
Cloverdale Unified School District	Elk Grove Unified School District
Coachella Valley Unified School District	Emery Unified School District
Coalinga Huron Joint Unified School District	Escalon Unified School District
Coast Community College District	Etiwanda School District
Coastline Regional Occupational Program	Eureka City Schools
Coastside County Water District	Fairfax Elementary School District
Coastside Fire Protection District	Fairfield-Suisun Sewer District
College and Career Advantage	Fall River Joint Unified School District
College of Marin	Feather River Community College District
College of the Desert	Feather River Community College District
College of the Redwoods	Ferndale Unified School District
College of the Sequoias	First 5 San Benito
College of the Siskiyous	Folsom-Cordova Unified School District
Columbia Elementary School District	Fontana Unified School District
Compton Community College District	Foothill-DeAnza Community College District
Compton Creek Mosquito Abatement District	Fortuna Union High School District
Conrad Hilton Foundation	Fountain Valley Elementary School District
Contra Costa Community College District	Fowler Unified School District
Contra Costa Community College District	Franklin Elementary School District
Contra Costa County Office of Education	Fremont Union High School District
Corcoran Joint Unified School District	Freshwater School District
Corona-Norco Unified School District	Fullerton Joint Union High School District
Cottonwood Fire Protection District	Galt Joint Union Elementary School District
Crestline Sanitation District	Garfield School District
Cucamonga School District	Glendale Community College District
Cuesta College	Gold Coast Transit
Culver City Unified School District	Goleta Water District
Cutten Elementary School District	Goleta West Sanitary District
Cypress Charter High School	Greater Anaheim Special Education Local Plan Area
Cypress School District	Grossmont-Cuyamaca Community College District
Davis Joint Unified School District	Guerneville Elementary School District

Hacienda La Puente Unified School District  
Happy Valley Union Elementary School District  
Hart Ransom Academic Charter School  
Hart Ransom Union Elementary School District  
Hartnell Community College District  
Hayward Unified School District  
Healdsburg Unified School District  
Hemet Unified School District  
Hillsborough City School District  
Housing Authority of the City of Los Angeles  
Housing Authority of the City of San Buenaventura  
Housing Authority of the County of San Joaquin  
Hughson Unified School District  
Humboldt Bay Harbor Recreation and Conservation District  
Humboldt County Office of Education  
Humboldt State University Center  
Humboldt Transit Authority  
Idyllwild Fire Protection District  
Igo-Ono-Platina Union School District  
Imperial Community College District  
Indian Wells Valley Water District  
Ironhouse Sanitary District  
Jacoby Creek Charter School  
Jefferson School District  
Jefferson Union High School District  
Junction Elementary School District  
Kensington Police Protection & Community Services District  
Kerman Unified School District  
Kern Community College District  
Kern Council of Governments  
Kern County Law Library  
Kernville Union School District  
Kings County Office of Education  
Kings River Union Elementary School District  
Kings River-Hardwick Union School District  
Kingsburg Elementary Charter School District  
Kit Carson Union Elementary School District  
Klamath-Trinity Joint Unified School District  
Knights Ferry Elementary School District  
La Habra City School District  
Lafayette School District  
Laguna Beach Unified School District  
Lake Tahoe Community College District  
Lakeside Union School District  
Lancaster School District  
Las Lomas School District  
Las Virgenes Municipal Water District  
Lassen Community College District  
Lassen County Office of Education  
Lassen Municipal Utility District  
Laton Unified School District  
Le Grand Union Elementary School District  
Lemoore Union Elementary School District  
Lemoore Union High School District  
Liberty Union High School District  
Live Oak School District  
Live Oak Unified School District  
Livermore/Amador Valley Transit Authority  
Loleta Union Elementary School District  
Long Beach City College  
Loomis Union School District  
Los Alamitos Unified School District  
Los Angeles County Law Library  
Los Angeles County West Vector & Vector-Borne Disease Control District  
Los Gatos-Saratoga Joint Union High School District  
Luther Burbank Elementary School District  
Magnolia School District  
March Joint Powers Authority  
Marin County Office of Education  
Mark West Union School District  
Martinez Unified School District  
Marysville Joint Unified School District  
McCabe Union Elementary School District  
McKinleyville Community Services District  
McKinleyville Union School District  
Meeks Bay Fire Protection District  
Mendocino-Lake Community College  
Menlo Park City School District  
Merced Community College District  
Merced County Office of Education  
Merced Union High School District  
Mid-Placer Public Schools Transportation Agency  
Midway City Sanitary District  
Millbrae School District  
Mission Union School District  
Mission Valley ROP  
Montecito Sanitary District  
Montecito Water District  
Monterey Peninsula Community College District  
Monterey Peninsula Regional Park District  
Monterey Peninsula Unified School District  
Moraga School District  
Moreland School District  
Morongo Unified School District  
Mosquito & Vector Management District of Santa Barbara County  
Mount San Antonio Community College District  
Mount San Antonio Community College District Auxiliary

Mount Shasta Union School District	Pasadena Area Community College District GASB 27
Mountain View Elementary School District	Patterson Joint Unified School District
Mountain View Los Altos Union High School District	Peralta Community College District
Mt. San Jacinto Community College District	Peralta Community College District
Municipalities, Colleges and Schools Insurance Group	Perris Elementary School District
Murrieta Valley Unified School District	Pico Water District
Napa County Office of Education	Piedmont Unified School District
Napa Sanitation District	Pioneer Union School District
Natomas Unified School District	Placer County Office of Education
Nevada Joint Union High School District	Placer County Transportation Planning Agency
New Hope Elementary School District	Placer Hills Union School District
New Jerusalem Elementary School District	Planada Elementary School District
Newman Crows Landing Unified School District	Pleasant Valley School District
North County Fire Protection District of San Diego County	Plumas County Community Development Commission
North Monterey County Unified School District	Port of Hueneme - Oxnard Harbor District
North of the River Municipal Water District	Processing Tomato Advisory Board
North Orange County Community College District	PSA2 Area Agency on Aging
North Orange County Regional Occupational Program	Public Employees Union, Local 1
North Tahoe Fire Protection District	Rancho Santiago Community College District
Northwest Mosquito and Vector Control District	Ravenswood City Elementary School District
Norwalk La Mirada Unified School District	Reclamation District No. 1000
Novato Unified School District	Reclamation District No. 900
Oakdale Joint Unified School District	Redlands Unified School District
Oakley Union Elementary School District	Reef-Sunset Unified School District
Ocean View School District	Rescue Fire Protection District
Oceanside Unified School District	Rim of the World Unified School District
Ohlone Community College District	Rincon del Diablo Municipal Water District
Ojai Valley Sanitary District	Rincon Valley Union School District
Old Adobe Union School District	Rio Dell Elementary School District
Ontario Montclair School District (Grantor Trust)	Rio Hondo Community College District
Ontario Montclair School District Board of Trustees	Ripon Unified School District
Ontario-Montclair School District (General Trust)	River Delta Unified School District
Orange Center School District	River Springs Charter School
Orange County Superintendent of Schools	Riverbank Unified School District
Orange Unified School District	Riverdale Joint Unified School District
Orcutt Academy Charter	Riverside Transit Agency
Orcutt Union School District	Roberts Ferry Elementary School District
Oxnard School District	Robla School District
Pacheco Union School District	Rocklin Unified School District
Pacific Grove Unified School District	Romoland School District
Pacific Union School District	Rosedale Union School District
Pacifica School District	Roseland Elementary School District
Pajaro Valley Public Cemetery District	Roseville City School District
Pajaro Valley Unified School District	Roseville Public Cemetery District
Palm Springs Unified School District	Rowland Unified School District
Palo Verde Community College District	Sacramento Area Council of Governments
Palo Verde Unified School District	Sacramento Suburban Water District
Palomar Community College District	Saddleback Valley Unified School District
Paradise Elementary School District	Salinas City Elementary School District
Pasadena Area Community College District	Salinas Union High School District
	San Andreas Sanitary District

San Benito County Office of Education  
 San Benito County Water District  
 San Bernardino City Unified School District  
 San Bernardino Community College District  
 San Bernardino County Superintendent of Schools  
 San Bruno Park School District  
 San Carlos School District  
 San Francisco Community College District  
 San Francisco Unified School District  
 San Gabriel Valley Mosquito & Vector Control District  
 San Gabriel Valley Municipal Water District  
 San Jacinto Unified School District  
 San Joaquin County Office of Education  
 San Joaquin Delta Community College District  
 San Juan Water District  
 San Lorenzo Unified School District  
 San Lorenzo Valley Unified School District  
 San Mateo County Community College District  
 San Mateo County Office of Education  
 San Mateo Union High School District  
 Santa Ana Unified School District  
 Santa Barbara Community College District  
 Santa Barbara County Association of Governments  
 Santa Barbara Teachers Federal Credit Union  
 Santa Clarita Community College District  
 Santa Cruz City School District  
 Santa Cruz County Office of Education  
 Santa Maria Public Airport District  
 Santa Monica Community College District  
 Savanna Elementary School District  
 Scotts Valley Unified School District  
 Selma Kingsburg Fowler County Sanitation District  
 Sequoia Union High School District  
 Shasta County Office of Education  
 Shasta Tehama Trinity Joint Community College District  
 Shasta Union Elementary School District  
 Shasta Union High School District  
 Shasta Union High School District Charter Schools  
 Sierra Joint Community College District  
 Sierra Unified School District  
 Silicon Valley Clean Water  
 Silver Valley Unified School District  
 Simi Valley Unified School District  
 Siskiyou County Office of Education  
 Siskiyou Union High School District  
 Solano County Community College District  
 Solano County Office of Education  
 Soledad Unified School District  
 South Bay Union School District  
 South County Support Services Agency  
 South Fork Union School District  
 South Monterey County High School District  
 South San Francisco Unified School District  
 South San Luis Obispo County Sanitation District  
 Southern California Library Cooperative  
 Southern Humboldt Joint Unified School District  
 Southern Trinity Joint Unified School District  
 Southwest Transportation Agency  
 Southwestern Community College District  
 Stanislaus County Office of Education  
 Stanislaus Union School District  
 Stege Sanitary District  
 Stellar Charter School  
 Stockton Unified School District  
 Successor Agency to the Redevelopment Agency of the  
 City and County of San Francisco dba San Francisco  
 Office of Community Investment and Infrastructure  
 (OCII)  
 Sulphur Springs Elementary School District  
 Sunnyside Union Elementary School District  
 Susanville School District  
 Sutter County Office of Education  
 Sweetwater Authority  
 Sylvan Union Elementary School District  
 Tahoe-Truckee Sanitation Agency  
 Temple City Unified School District  
 Tracy Joint Unified School District  
 Trinidad Union School District  
 Trinity Alps Unified School District  
 Truckee Donner Public Utility District  
 Truckee Fire Protection District  
 Truckee Sanitary District  
 Trust for Retirees of Associated California Schools  
 Turlock Unified School District  
 Tustin Unified School District  
 United Water Conservation District  
 Upper San Gabriel Valley Municipal Water District  
 Val Verde Unified School District  
 Valley County Water District  
 Valley Home Joint School District  
 Valley Sanitary District  
 Ventura County Community College District  
 Ventura County Office of Education  
 Victor Elementary School District  
 Victor Valley Community College District  
 Victor Valley Union High School District  
 Victor Valley Wastewater Reclamation Authority  
 Walnut Creek School District  
 Washington Unified School District  
 Washington Union School District  
 Weed Union Elementary School District  
 West Contra Costa Transportation Advisory Committee

West Hills Community College District  
West Kern Community College District  
West Sonoma County Union High School District  
West Valley Mission Community College District  
Western Placer Unified School District  
Wheatland School District  
Wheatland Union High School District  
Williams Unified School District  
Wimberly, Allison Tong & Goo  
Winters Joint Unified School District  
Winton School District  
Woodland Joint Unified School District  
Woodside Elementary School District  
Yolo County Office of Education  
Yolo County Transportation District  
Yorba Linda Water District  
Yosemite Community College District  
Yreka Union Elementary School District  
Yreka Union High School District  
Yuba Community College District  
Yuba County Office of Education  
Yucaipa-Calimesa Unified School District

APPROVAL OF AMENDED AND RESTATED CONSULTING SERVICES AGREEMENT  
BETWEEN THE STEGE SANITARY DISTRICT ON BEHALF OF THE SEVEN  
COLLECTION AGENCIES DISCHARGING TO THE EAST BAY MUNICIPAL UTILITY  
DISTRICT AND HUMPHREY CONSULTING

**ISSUE:**

The Board will consider approving the amended and restated Agreement with Humphrey Consulting (Doug Humphrey) for professional services on behalf of East Bay Collection System Advisory Committee (EBCSAC) agencies.

**FISCAL IMPACT:**

The agreement amount is not to exceed \$19,850 per fiscal year.

**BACKGROUND:**

The East Bay Collection System Advisory Committee (EBCSAC) is comprised of the Stege Sanitary District and six other collection systems that are satellites to the East Bay Municipal Utility District (EBMUD) wastewater interceptor system and Main Wastewater Treatment Plant.

Stege Sanitary District agreed to assume the role of the Administrative Agency for EBCSAC with EBMUD assuming the role of the Financial Agent. The seven agencies and EBMUD have a Joint Powers Agreement, currently known as the Technical Advisory Board (TAB), that provides for certain administrative support services and payment responsibilities to be provided by EBMUD on behalf of the shared expenses of the agencies. These services include the payment for certain professional services that are approved in the annual TAB budget, authorized by legally approved agreements with the Administrative Agency to EBCSAC and have been authorized and approved by the Chair or Vice Chair of the TAB.

This will extend the existing agreement for two (2) more fiscal years up to June 30, 2019 per Section 8.2 of the agreement as follows:

**8.2 Extension.** *Stege may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if Stege grants such an extension, Stege shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, Stege shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.*

**RECOMMENDATION:**

Approve the Amended and Restated Agreement with Humphrey Consulting

**ATTACHMENTS:**

Amended and Restated Agreement with Humphrey Consulting

**AMENDED AND RESTATED CONSULTING SERVICES AGREEMENT BETWEEN  
THE STEGE SANITARY DISTRICT ON BEHALF OF THE SEVEN COLLECTION AGENCIES  
DISCHARGING TO THE EAST BAY MUNICIPAL UTILITY DISTRICT  
AND  
HUMPHREY CONSULTING**

**RECITALS**

WHEREAS, the Cities of Albany, Alameda, Berkeley, Emeryville, Piedmont, Oakland and the Stege Sanitary District ("Seven Agencies") all operate and maintain sanitary sewer collection systems that are tributary to the East Bay Municipal Utility District (EBMUD) wastewater treatment plant where all sanitary sewage generated and discharged to these collection systems is treated and discharged to the San Francisco Bay by EBMUD; and

WHEREAS, the Seven Agencies joined together to form the East Bay Collection System Advisory Committee ("EBCSAC") for the purposes of responding to litigation by several regulatory agencies resulting from presumed violations of the Clean Water Act and to respond and implement certain requirements resulting from a Stipulated Order between East Bay Municipal Utility District (EBMUD) and the Environmental Protection Agency (EPA), and a Consent Decree (CD) between the regulatory agencies and the Seven Agencies and EBMUD that requires the agencies to enhance and improve each agency's collection system operations and maintenance; and

WHEREAS, EBCSAC has determined the need for professional administration and facilitation to coordinate and guide the activities of the EBCSAC and the Seven Agencies individually, to coordinate activities with EBMUD, implement requirements of the CD, and other collection system issues through the Technical Advisory Board ("TAB"); and

WHEREAS, Stege Sanitary District has agreed to be the contracting agency for these professional services on behalf of TAB and the seven EBCSAC agencies; and

WHEREAS, the Seven Agencies and EBMUD have entered into a Joint Defense Agreement that provides for certain administrative support services and payment responsibilities to be provided by EBMUD on behalf of the shared expenses of the Seven Agencies and these services include the payment for certain professional services that are approved in the annual TAB budget, authorized by legally approved agreements with EBMUD or one of the participating agencies to EBCSAC and have been authorized and approved by the Chair or Vice Chair of the TAB; and

WHEREAS, the TAB Budget includes the professional administration and facilitation services anticipated in this Consulting Services Agreement; and

WHEREAS, Consultant has the necessary skills and abilities to provide the required services as evidenced by his unique personal competence, experience, and specialized personal knowledge and as evidenced by his previous selection by the full EBCSAC to provide these professional services; and



WHEREAS, Consultant has previously entered into an Agreement with the Stege Sanitary District on October 23, 2014 and there is a need to amend and restate that Agreement to include additional services; and

WHEREAS, this Agreement fully amends, restates and supersedes the Agreement dated October 23, 2014.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE, the Stege Sanitary District on behalf of EBCSAC, the Seven Agencies and TAB does hereby authorize and adopt the following Consulting Services Agreement and determines that the above recitals are true and correct as written.

THIS AGREEMENT for consulting services is made by and between the Stege Sanitary District ("Stege") and Humphrey Consulting. ("Consultant") (together referred to as the "Parties") as of July 1, 2017 (the "Effective Date") and fully amends, restates and supersedes the Agreement dated October 23, 2014.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Stege the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2019. The time provided to Consultant to complete the services required by this Agreement shall not affect Stege's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards ordinarily observed by a competent practitioner of the profession in the same geographic vicinity in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall perform all services pursuant to this Agreement.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** Stege hereby agrees to pay Consultant on an hourly basis in accordance with the attached price list, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. Stege shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Stege to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Stege in the manner specified herein.

Except as specifically authorized by Stege in writing, Consultant shall not bill Stege for duplicate services performed by more than one person.

Consultant and Stege acknowledge and agree that compensation paid by Stege to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Stege therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At Stege's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
  - The Consultant's signature;
- 2.2 **Monthly Payment.** Stege shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Stege shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** Stege shall pay the last 10% of the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to Stege of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** Stege shall pay for the services to be rendered by Consultant pursuant to this Agreement. Stege shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

Stege shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below in Exhibit D, and shall not exceed \$250. Expenses not listed below are not chargeable to Stege. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that Stege or Consultant terminates this Agreement pursuant to Section 8, Stege shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination and such expenses as the Consultant may reasonably incur to comply with Stege's termination notice. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT. N/A**

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to Stege of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided to Stege evidence that such insurance is in effect. Verification of the required insurance shall be submitted and made part of this Agreement prior to its execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against Stege and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions), or equivalent form, covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Stege, its board members, officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of

work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects Stege, its board members, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Stege, its board members, officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to Stege.

#### 4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' negligent errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement so long as commercially available at reasonable rates.
- d. A copy of the claim reporting requirements must be submitted to Stege for review prior to the commencement of any work under this Agreement.

#### 4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish Stege with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If Stege does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. Stege reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of Stege for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of Stege, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Stege, its board members, officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Stege guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 **Remedies.** In addition to any other remedies Stege may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Stege may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Stege may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

To the fullest extent permitted by law, Consultant shall indemnify, defend, with counsel reasonably selected by Stege, and hold harmless Stege and its board members, officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expenses, and costs (including reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability" that arise out of, pertain to, or relate to Consultant's actions under this Agreement. Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of Stege or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Stege of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Stege, Consultant shall indemnify, defend, and hold harmless Stege for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Stege.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Stege. Stege shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Stege shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding

any other Stege, city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Stege, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Stege and entitlement to any contribution to be paid by Stege for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as Stege may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Stege in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Stege to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which Stege is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to Stege that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to Stege that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.



Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

8.1 **Termination.** Stege may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to Stege and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; Stege, however, may condition payment of such compensation upon Consultant delivering to Stege any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or Stege in connection with this Agreement.

8.2 **Extension.** Stege may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if Stege grants such an extension, Stege shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, Stege shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only in writing signed by all the parties.

8.4 **Assignment and Subcontracting.** Stege and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Stege for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Stege and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Stege's remedies shall included, but not be limited to, the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Stege would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Stege. Consultant hereby agrees to deliver those documents to Stege upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Stege and are not necessarily suitable for any future or other use. Stege and Consultant agree that, until final approval by Stege, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Stege under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Stege. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Stege or as part of any audit of Stege, for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the boundaries of the Seven Agencies or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Stege official in the work performed pursuant to this Agreement. No officer or employee of Stege shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of Stege. If Consultant was an employee, agent, appointee, or official of Stege in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse Stege for any sums paid to the Consultant.

Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Rex Delizo ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Douglas Humphrey, Humphrey Consulting  
1507 Wellington Street  
Oakland, Ca. 94602

Any written notice to Stege shall be sent to:

Rex Delizo, District Manager  
Stege Sanitary District  
7500 Schmidt Lane  
El Cerrito, CA

- 10.11 **Professional Seal.** N/A

- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between Stege and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

STEGE SANITARY DISTRICT

HUMPHREY CONSULTING

\_\_\_\_\_  
Rex Delizo,  
District Manager

\_\_\_\_\_  
Douglas Humphrey  
Owner

Approved as to Form:

\_\_\_\_\_  
Kristopher Kokotaylo  
District Counsel



## EXHIBIT A

### SCOPE OF SERVICES EBCSAC FACILITATION SERVICES

The East Bay Collection System Advisory Committee (EBCSAC) is comprised of the seven collection system agencies that are satellites to the East Bay Municipal Utility District (EBMUD) wastewater interceptor system and Main Wastewater Treatment Plant. The EBCSAC members meet periodically to discuss collection system issues and to work on items such as the development of regional design standards. EBCSAC needs professional and management services to assist it in the conduct of its meetings and business issues

Consultant will provide professional facilitation, management and support services to EBCSAC as described below.

#### Scope of Work:

The following items will be completed as part of phase 1 work:

- Facilitation of monthly meetings, including attendance, facilitation of the meetings, and the preparation of agendas and minutes.
- Coordination of miscellaneous EBCSAC issues. This may involve the coordination of EBCSAC involvement and responses to issues relevant to EBCSAC and will be provided on an "as-needed" basis, when and if requested.
- Meetings with individual agencies to review current standards, ensure an understanding of the specifications being used, and to identify issues with future development of recommendations regarding Regional Standards.

#### Deliverables:

Preparation of minutes and agendas for scheduled EBCSAC meetings.

These items will be prepared as meetings are scheduled and conducted.

#### Assumptions:

- Agencies will respond to requests for information and supply documents in a timely manner. Agency representatives will also make themselves available to meet.
- All work to be completed by June 30, 2019.

#### Estimated Time

112 hours per FY

EXHIBIT B  
COMPENSATION SCHEDULE

Fee Not to Exceed \$19,850 per FY

All time at \$175/hour.  
Expenses charged at cost.



## EXHIBIT C

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to Stege \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, Stege has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research t. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
  2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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**EXHIBIT D**  
**REIMBURSABLE EXPENSES**

Reproduction of documents, mileage (IRS rate), parking, and transportation related to EBCSAC meetings.

2846851.1

STEGE SANITARY DISTRICT

Operating Statement

08/14/2017

July 2017

8.49% of Fiscal year Completed

	July 2017	Annual Budget	% of Annual Budget
<b>Income</b>			
<b>31 - OPERATING REVENUE</b>			
31010 - Sewer Service Charges	88	2,435,000	0%
31020 - Permit & Insp. Fees	490	15,000	3%
31030 - Connection Fees	6,299	150,000	4%
31080 - Contracted Services	-	30,000	0%
31010a - Capital Service Charges	81	2,242,000	0%
<b>Total 31 - OPERATING REVENUE</b>	<b>6,958</b>	<b>4,872,000</b>	<b>0%</b>
<b>32 - NON-OPERATING REVENUE</b>			
32050 - Interest - 3418	-	12,000	0%
32052 - Interest - 3423	-	5,000	0%
32080 - Property Taxes	-	369,000	0%
32085 - Insurance Dividend	-	-	0%
32090 - Miscellaneous	-	21,000	0%
<b>Total 32 - NON-OPERATING REVENUE</b>	<b>-</b>	<b>407,000</b>	<b>0%</b>
Transfer (to)/from Reserves	-	(139,010)	0%
<b>Total Income</b>	<b>6,958</b>	<b>5,139,990</b>	<b>0%</b>
<b>Expense</b>			
<b>OPERATING EXPENSES</b>			
<b>Administration/General</b>			
45-010 - Salaries & Wages	16,390	201,220	8%
45-020 - Employee Benefits	29,183	106,680	27%
45-029 - Retiree Health	565	6,800	8%
45-030 - Directors Expenses	2,050	38,000	5%
45-070 - Insurance	19,359	93,000	21%
Administration - Other	5,959	244,450	2%
<b>Total Administration</b>	<b>73,507</b>	<b>690,150</b>	<b>11%</b>
<b>Maintenance/Engineering</b>			
41-010 - Salaries & Wages	72,619	916,910	8%
41-020 - Employee Benefits	108,377	451,620	24%
41-029 - Retiree Health	1,130	13,700	8%
41-100 - Operating Supplies	4,736	40,000	12%
41-110 - Contractual Services	2,002	96,300	2%
41-207 - Contracted Repairs	-	61,000	0%
Maintenance- Other	7,764	201,450	4%
<b>Total Maintenance/Engineering</b>	<b>196,629</b>	<b>1,780,980</b>	<b>11%</b>
Pump Stations	256	18,660	1%
<b>Total OPERATING EXPENSES</b>	<b>270,392</b>	<b>2,489,790</b>	<b>11%</b>
<b>CAPITAL</b>			
41-650 - Debt Repayment (SRF Loans)	-	148,200	0%
Construction Projects	-	2,456,000	0%
Outlay(Maintenance/Engineering)	-	46,000	0%
<b>Total CAPITAL</b>	<b>-</b>	<b>2,650,200</b>	<b>0%</b>
<b>Total Expense</b>	<b>270,392</b>	<b>5,139,990</b>	<b>5%</b>
<b>Net</b>	<b>(263,434)</b>	<b>0</b>	

**STEGE SANITARY DISTRICT**  
**Investment, Cash & Receivables Report**  
As of July 31, 2017

1:05 PM  
08/14/2017

	<u>July 31, 2017</u>	<u>June 30, 2017</u>	<u>\$ Change</u>	<u>Deposits</u>	<u>Checks</u>	<u>Transfers</u>
<b>ASSETS</b>						
<b>Current Assets</b>						
<b>Checking/Savings</b>						
<b>LAIF Investment Accts</b>						
11012 - Sewer Operations- 3418	4,052,803	4,302,803	-250,000	0	0	-250,000
11014 - System Rehab- 3423	1,683,167	1,683,167	0	0	0	0
<b>Total LAIF Investment Accts</b>	<u>5,735,970</u>	<u>5,985,970</u>	<u>-250,000</u>	<u>0</u>	<u>0</u>	<u>-250,000</u>
<b>Checking Accts</b>						
100 - Mechanics Bank	112,523	282,804	-170,280	6,958	-427,238	250,000
100 - County Cash Acct #3418	-6,371	-6,371	0 *	0 *	0	0
<b>Total Checking Accts</b>	<u>106,153</u>	<u>276,433</u>	<u>-170,280</u>	<u>6,958</u>	<u>-427,238</u>	<u>250,000</u>
11021 - Petty Cash	250	250	0	0	0	0
<b>Total Checking/Savings</b>	<u>5,842,372</u>	<u>6,262,653</u>	<u>-420,280</u>	<u>6,958</u>	<u>-427,238</u>	<u>0</u>
301 - Ca Employer's Retiree Benefit Trust	190,332	190,332	0	0	0	0
<b>Total CA Employer's Retiree Benefit Trust</b>	<u>190,332</u>	<u>190,332</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Accounts Receivable</b>						
11072 - Accounts Receivable	0	0	0			
<b>Total Accounts Receivable</b>	<u>0</u>	<u>0</u>	<u>0</u>			

Note: \* Reduction or Increase is based on property tax estimate.

I hereby certify that the invested funds of the Stege Sanitary District are in compliance with the investment policies of the Stege Sanitary District and provide sufficient liquidity to meet budgeted expenses for the next six month period.

\_\_\_\_\_  
Rex Delizo, District Manager

\_\_\_\_\_  
Date

11:24 AM	STEGE SANITARY DISTRICT			
08/14/2017	Check Report			
Accrual Basis	August 17, 2017			
	Name	Memo	Amount	Num
<b>Aug 17, 17</b>				
	Aramark Uniform Services	Uniform Service	-321.30	25087
	AT&T (510 526-9489)	Canon Pump Station	-125.61	25088
	Bay Area News Group - East Bay	Board Pay Increase & Meeting Notice	-510.26	25089
	Cerrito Printing, Inc.	Door Hangers	-272.18	25090
	Chevron and Texaco Card Services	Gas	-158.50	25091
	CWEA	Membership Renewal #45251I Wright	-100.00	25092
	Exxonmobil	Gas	-30.15	25093
	Meyers Nave	Legal Services	-2,842.80	25094
	Mobile Fleetcare	Vaccon Repairs	-2,258.13	25095
	Nakano Landscape	Landscaping Jul 2017	-280.00	25096
	Pastime Hardware	Maintenance Supplies	-47.16	25097
	PG&E- #0103467151-9	Burlingame Pump Station	-76.35	25098
	PG&E- #0607499583-5	Canon Pump Station	-57.68	25099
	PG&E- #6675831511-4	Office/Shop	-626.30	25100
	Pitney Bowes Global Financial Srvcs, LLC	Postage Machine Lease	-154.81	25101
	Plaza Auto Service, Inc	Repairs 1990 GMC C3500	-64.07	25102
	Root Tamers, Inc	Root Foaming	-65,272.75	25103
	Speed-Ox, Inc.	CO2 Rental May & June	-69.92	25104
	TelePacific Communications	Office Phones	-888.61	25105
	Vanguard Cleaning Systems	Janitorial Service Aug 2017	-295.00	25106
	WECO Industries, Inc.	Nozzle, Manhole Ring & Tiger Tail	-4,736.33	25107
<b>Aug 17, 17</b>			<b>-79,187.91</b>	

# STEGE SANITARY DISTRICT

## AUGUST 2017

AUGUST 2017	SEPTEMBER 2017	OCTOBER 2017	NOVEMBER 2017	DECEMBER 2017	JANUARY 2018
CASA Conference August 22-24, 2017 San Diego, CA	9/4 HOLIDAY  CSDA Annual Conf. September 25-28, 2017 Monterey, CA		11/23-24 HOLIDAY	12/14 Christmas Luncheon 12/25 HOLIDAY	1/1 & 1/15 HOLIDAY  CASA Conference TBD
8/17/2017 – 7:00 P.M.	9/14/2017 – 7:00 P.M.	10/12/2017 – 7:00 P.M.	11/9/2017 – 7:00 P.M.	12/14/2017 – <b>2:00 P.M.</b>	1/11/2018 – 7:00 P.M.
<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>○ CASA Conference</li> <li>○ CSDA Conference</li> <li>○ Select Actuary for Analysis of Retiree Health Benefits (odd years)</li> <li>○ Quarterly (FY End) Financial Statements</li> <li>○ Conn. Charge Report per Gov. Code 66013</li> <li>○ San Pablo Ave. Future Capacity Update</li> </ul>	<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>○ CSDA Conference</li> <li>○ CASA Conf. – Attendee Reports</li> <li>○ Strategic Plan</li> <li>○ El Cerrito Showcase Parade on 9/16</li> </ul>	<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>○ Proposed Meeting Calendar</li> <li>○ Board Officer Succession Plan</li> <li>○ CASA Conference</li> <li>○ San Pablo Ave. Future Capacity Update</li> </ul>	<b>Board of Directors Meeting</b>  <p><u>2PM Meeting Time</u></p> <ul style="list-style-type: none"> <li>◆ Nomination &amp; Election of Officers</li> <li>◆ Fiscal Year Financial Audit</li> <li>◆ Connection Charge Calculation Report</li> <li>○ CASA Conference</li> <li>○ Meeting Calendar</li> <li>○ Consent Decree Quarterly Report</li> </ul>	<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>◆ Board Governance Review</li> <li>◆ Connection Charge Ord.</li> <li>○ Service Rate Discussion</li> <li>○ District of Distinction (even years)</li> <li>○ CASA Conference</li> <li>○ Director’s Contact Info</li> <li>○ Board Training Summary</li> </ul>	
	9/28/2017 – 7:00 P.M.	10/26/2017 – 7:00 P.M.			1/25/2018 – 7:00 P.M.
	<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>◆ Flexible Benefits Plan Contribution Review</li> <li>◆ Deferred Compensation Matching Contribution Review</li> <li>○ CSDA Conference – Attendee Reports</li> <li>○ Consent Decree Quarterly Report</li> </ul>	<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>○ CLOSED SESSION – Quarterly Claims Rpt</li> <li>○ Quarterly Financial Statements</li> <li>○ Financial Training/Education</li> <li>○ Regional Private Sewer Lateral Program Update</li> </ul>			<b>Board of Directors Meeting</b>  <ul style="list-style-type: none"> <li>○ CLOSED SESSION – Quarterly Claims Rpt – Manager Perf. Eval.</li> <li>◆ Resolution for Disposal of Surplus Property</li> <li>○ Quarterly Financial Statements</li> <li>○ CASA Conf. – Attendee Reports</li> <li>○ Service Rate Discussion</li> </ul>

○ INFORMATIONAL ITEMS

◆ ACTION ITEMS

*CHANGES IN ITALICS*



## STEGE SANITARY DISTRICT AUGUST 2017

FEBRUARY 2018	MARCH 2018	APRIL 2018	MAY 2018	JUNE 2018	JULY 2018
2/19 HOLIDAY  CASA Conference Washington, DC TBD	AB 1234 Training (even years)	CASA Public Policy Forum April XX, 2018 Sacramento, CA	5/28 HOLIDAY  AB 1661 Training (odd years)	6/13 Safety and Recognition Awards Luncheon	7/4 HOLIDAY 4 <sup>th</sup> of July Fair Booth
2/15/2018 – 7:00 P.M.	3/8/2018 – 7:00 P.M.	4/12/2018 – 7:00 P.M.	5/12/2018 – <b>9:00 A.M.</b>	6/14/2018 – 7:00 P.M.	7/12/2018 – 7:00 P.M.
<b>Board of Directors Meeting</b>  ◆ Board Governance Approval ○ Actuarial Analysis of Retiree Health Benefits Report (even years) ○ Service Rate Discussion ○ CASA Conference ○ Board Training Summary ○ San Pablo Ave. Future Capacity Update	<b>Board of Directors Meeting</b>  ○ Long Range Planning Discussion of Topics ○ CASA Conf. – Attendee Reports ○ CASA Conference ○ Service Rate Discussion ○ Board Training Summary ○ Form 700 ○ Auditor – RFP	<b>Board of Directors Meeting</b>  ○ Service Rate Discussion/Approval (& 30-day Notice) ○ Long Range Planning Discussion of Topics ○ Board Training Summary ○ CASA Conference	<b>Board of Directors Meeting</b>  <i>9AM Meeting Time</i> ○ Long Range Planning Workshop ○ San Pablo Ave. Future Capacity Update	<b>Board of Directors Meeting</b>  ○ Draft Budget ◆ Review Director Meeting Compensation ○ July 4 <sup>th</sup> Fair Discussion ◆ Approve Project Plans and Specs (+CEQA) ◆ Approve Salary Ranges for District Positions ◆ Long Range Planning Action Plan	<b>Board of Directors Meeting</b>  ○ July 4 <sup>th</sup> Fair Debrief ○ District Investment Policy ○ CASA Conference ◆ Resolution Est. Salary of District Manager ◆ Form 470
2/15/2018 – 7:00 P.M.	3/22/2018 – 7:00 P.M.	4/26/2018 – 7:00 P.M.	5/24/2018 – 7:00 P.M.	6/28/2018 – 7:00 P.M.	7/26/2018 – 7:00 P.M.
<b>Board of Directors Meeting</b>	<b>Board of Directors Meeting</b>  ◆ Auditor – RFP ◆ California Employer’s Retiree Benefit Trust (CERBT) ○ Long Range Planning Discussion of Topics ○ Form 700 ○ Consent Decree Quarterly Report ○ CASA Conference	<b>Board of Directors Meeting</b>  ○ CLOSED SESSION – Quarterly Claims Rpt ○ Quarterly Financial Statements ○ Long Range Planning Discussion of Topics ○ Draft Budget ◆ Employee Benefits ○ Service Rate Discussion/Approval (& 30-day Notice) ○ July 4 <sup>th</sup> Fair Discussion ○ CASA Conf. – Attendee Reports	<b>Board of Directors Meeting</b>  ○ CLOSED SESSION – District Counsel Performance Evaluation ○ Draft Budget ○ July 4 <sup>th</sup> Fair Discussion ○ Service Rate Discussion/Approval (& 30-day Notice) ○ Board Training Summary	<b>Board of Directors Meeting</b>  ○ CLOSED SESSION – Manager Perf. Eval. ◆ Approve and Adopt Final Budget ◆ Ordinance – Director Meeting Compensation ◆ Review and Approve Incentive Award ◆ Adopt Incentive Award Goals & Objectives ○ District Reserve Policy ○ July 4 <sup>th</sup> Fair Discussion ○ Consent Decree Quarterly Report	<b>Board of Directors Meeting</b>  ○ CLOSED SESSION – Quarterly Claims Rpt ○ CASA Conference ○ Reimb. Report per Gov. Code 53065.5 ○ Quarterly Financial Statements ○ Candidate filing period (even years) ◆ Establish and Collect Sewer Service Charges ◆ Notice of Completion/ Award of Contract

○ INFORMATIONAL ITEMS

◆ ACTION ITEMS

*CHANGES IN ITALICS*