REQUEST FOR PROPOSALS

EXECUTIVE RECRUITMENT FIRM FOR RECRUITING THE GENERAL MANAGER

The Ross Valley Sanitary District (AKA: Sanitary District No. 1 of Marin County, or District) is requesting proposals from qualified executive search firms interested in serving as a consultant to the Search Committee and the Board of Directors for the recruitment and hiring for the General Manager of the Ross Valley Sanitary District. The selected consultant will be responsible for reviewing and offering recommendations for the existing job description, normal application review and initial interviews/screenings, and shall conduct a background check and records check, including financial records of candidates. The staff report requesting the work is included in this document as Attachment A.

Contact Information

All questions must be submitted, in writing by way of fax or email only no later than 4:00 PM, two weeks prior to the submittal deadline to the District contact below. The District will respond to all questions received no less than one week prior to the submittal deadline.

Standing Committee for the General Manager
Ross Valley Sanitary District
2960 Kerner Boulevard
San Rafael, California 94901
Phone: 415.259.2949
Fax: 415.460.2149
Email: interimgmsearch@rvsd.org

To be considered eligible for the selection process, the required copies of each interested firm’s proposal must be received by the District no later than 4:00 PM Wednesday, November 28, 2012.
BACKGROUND

The Ross Valley Sanitary District (AKA: Sanitary District No. 1 of Marin County, or District) is a 113 year old independent special district serving the sewer collection needs of 56,000 customers in: Ross, San Anselmo, Sleepy Hollow, Fairfax, Oak Manor, Greenbrae, Kentfield, Kent-Woodlands, Larkspur, and San Quentin State Prison. The District operates and maintains approximately 200 miles of gravity sewer mainlines, 7.5 miles of force mains (highly-pressurized wastewater pipelines), and nearly 20 pump stations. There are approximately 200 miles of private sewer laterals within the District’s boundaries that the District does not own or maintain, but replaces the lower lateral (within the public right-of-way) as part of its Capital Improvement Projects.

The District’s mission is to provide its customers with vital infrastructure that protects public health and the environment. Our ongoing goal at the District is to deliver the highest quality and most cost-effective wastewater collection system possible. To name a few of its recent accomplishments, the District: is currently engaged in its aggressive 10-year Capital Improvement Program, with key infrastructure rehabilitation/ replacement projects valued at $68 million starting in August 2007; has won various awards, including the GFOA Certificate of Achievement for Excellence in Financial Report (CAFR) award for 2009; has a Lateral Replacement Grant Program (LRGP) for its customers to repair/replace old, leaky private sewer laterals (which prevents blockages back into the building and reduces the Inflow and Infiltration (I/I) into the District system); has its own Capital Pipebursting Crew that augments and complements the current 10-year Capital Improvement Program (replacing one mile of pipeline for over $500,000 less per mile than a private contractor); and seeks to become the premiere wastewater collection/transport utility in the State.

Historically, the District was established in 1899 to provide a single management and operational structure for wastewater collection and discharge for the communities of Fairfax, San Anselmo, Ross, and Kentfield in Marin County, California. In 1922, in order to treat the collected flows prior to discharge, the District constructed a treatment plant in Greenbrae, California. In 1945, the District, joined by the City of Larkspur’s Larkspur Sanitation Area (Larkspur) and Corte Madera, expanded and relocated wastewater treatment operations to a new location in Larkspur, California. The Larkspur facility was expanded several times between 1945 and 1984. In 1981, the District contracted with San Quentin Prison for sewer collection.

In 1979, the District, along with San Rafael, Corte Madera, and City of Larkspur formed the Joint Powers Authority known as Central Marin Sanitation Agency (CMSA) and constructed a new wastewater treatment plant with a deepwater outfall to the San Francisco Bay. In 1984, the new CMSA wastewater treatment plant was completed.

In 1993, the Larkspur Sanitation Area (the portion of the City of Larkspur under contract with the District, including Downtown Larkspur) was annexed to the District. At this time, the District assumed responsibility for Larkspur’s wastewater collection system and also assumed Larkspur’s responsibility for maintenance of Marin County’s Murray Park Sewer Maintenance District (Murray Park).
PROJECT DESCRIPTION

The District General Manager resigned on July 25, 2012. The District Board has decided that his vacancy requires the filling of the position as soon as possible. The District Board created the “Standing Committee for the General Manager Search” at the August 7, 2012 Special Board Meeting. The committee met on August 14, 2012, and made the decision to 1) fill the position with an Interim General Manager, interviewed by a panel of peers and recommended to the District Board of Directors for selection; and 2) issue an RFP for an executive search firm to select the next General Manager. The intent of the RFP is to garner proposals from qualified executive search firms to conduct the recruitment process.

SCOPE OF WORK

The tasks listed below are intended to generally describe the services to be provided by the consultant. The services listed are not all-inclusive, but rather represent those normally expected during performance of the project.

- Create job brochure and announcement for the General Manager position.
- Perform salary survey for the position and similar positions.
- Review and suggest modifications to the General Manager job description.
- Conduct normal application review, screening, and oral interviews.
- Provide recommendation to the committee.
- Provide recommendation to the Board with the committee.
- Perform background check, credit check, and financial history check on candidates for the position.

ANTICIPATED PROJECT SCHEDULE

The District's desired schedule for completion of the project is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issue Request for Proposals</td>
<td>November 2, 2012</td>
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<tr>
<td>RFP Submittal Date</td>
<td>November 28, 2012</td>
</tr>
<tr>
<td>Possible Interviews of Consultants (if needed)</td>
<td>Week of January 7, 2013</td>
</tr>
<tr>
<td>Contract Negotiations Completed with Consultant and Board Action</td>
<td>January 16 or 23, 2013</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>February 1, 2013</td>
</tr>
<tr>
<td>Project Complete</td>
<td>June 30, 2013</td>
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</tbody>
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PROPOSAL CONTENTS AND REQUIREMENTS

The District welcomes a response to this request for proposals in any format that best expresses the qualifications and approach of the Consultant. Proposals shall be based on the scope of work described above, and shall be complete but concise. Unnecessarily elaborate or glossy proposals are neither expected nor desired.

The Consultant must submit 5 copies of the proposal. The maximum proposal length is 15 pages, excluding the Consultant’s cover letter, tabs, and appendix material. Information on tabs will not be considered. Submissions on 8-1/2 x 11-inch paper are preferred, but 11 x 17-inch paper is accepted. One 11 x 17-inch sheet is considered the same page count as two 8-1/2 x 11-inch sheets.

Proposals must include the information below, in the order listed:

1. Cover Letter
   Summarizing the proposed team and approach (2 pages maximum)

2. Firm and Team Qualifications (35 Points)
   a. Provide a description and qualifications of the firm related to this project.
   b. Provide an organization chart that shows the Consultant’s employees and subconsultants that the proposer plans to assign to this project.
   c. For the Project Manager and each of the other key team members, provide a summary of qualifications, licenses, and experience, and describe the type of work to be performed on this project.
   d. For the proposed team, present at least three projects that have been completed in the past five years that are similar in scope, size, and complexity to this project.
   e. For each project described, provide the name, telephone number, and email address of a reference that can attest to the quality and effectiveness of the Project Manager and key team members’ work.

3. Project Approach (35 Points)
   Describe the methodology and work plan the Consultant will use to complete the work, including critical elements and special methodologies that will be employed to ensure a high quality work product that will meet budget and schedule expectations.
4. Project Schedule (10 Points)

Provide the Consultant’s proposed schedule for all services necessary to complete the project, including all tasks shown in the proposed work plan, and milestones. Show the interdependency of the tasks shown.

5. Estimated Level of Effort (20 Points)

Provide an estimate of staff time, by task, individual billing rate, and total costs per task and for the total project, including all direct and indirect costs and markups.

6. Appendices

a. Exceptions to Agreement (2 pages max)

i. A sample Consultant Agreement is included for your reference. Please review the sample agreement carefully. Submit any change requests regarding this agreement in writing with the Proposal. Only changes requested in writing in the Proposal will be considered.

ii. Firms choosing not to provide any comments in the written Proposal are concurring with the agreement in its entirety without exceptions.

b. Resumes (3 pages max per team member)

SELECTION PROCESS

The District will review and evaluate submitted proposals based on the Consultant’s understanding of the project background, demonstrated experience with work similar in size and scope to the District’s project, and the Consultant’s approach to addressing the requirements of the project. Should the District determine that a proposal is lacking required information, the District shall deem that proposal unresponsive and provide no further evaluation.

Upon evaluating each proposal, the District will short-list those firms deemed capable of performing the project work. The District may select a firm or firms directly from the proposals or may conduct interviews with short-listed firms.

Selection of the Consultant(s) will be based on qualifications, and shall not be selected solely based on cost.

1. Selection Criteria. The District will evaluate the submitted proposals based upon the following criteria:

   a. Responsiveness to this RFP
b. Firm, Project Manager, and key team members’ experience and qualifications with similar projects

c. Evidence of the Consultant’s understanding of the project, and ability to prepare a well-written document

d. Soundness of the Consultant’s approach to meeting the project needs

2. Consultant Selection Schedule. The District anticipates that a Consultant will be selected in the timeframe specified in the Anticipated Project Schedule (see above). The Consultant will be expected to commence its services immediately upon contract execution.

FORMAT OF INTERVIEW (IF HELD)

The District reserves the right to either conduct or not conduct interviews with any of the consultants. Nothing herein requires the District to invite all consultants to participate in the interview process.

If conducted, interviews would be held at a location to be determined by District. The consultants would be provided 10 minutes for setup and 30 minutes to present its Project approach, its proposed Project Team, and demonstrate its ability to successfully complete the Project. Following such presentation, the District's interview panel would conduct a question and answer period with the Project Team for up to 20 minutes. Interview time limits would be strictly enforced and discussions would cease after one hour from the start of the interview period.

DISCLAIMER

This RFP does not commit the District to issuing the Contract or paying any costs incurred in the preparation of the proposals. The District reserves the right to cancel in part or in whole this RFP, reject any and all proposals, to accept proposals it considers most favorable to the District’s interest at its sole discretion, and to waive any irregularities or informalities in the proposal procedures. The District further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the District. This RFP covers only the work described herein and does not commit the District to any work beyond what is described.

ATTACHMENTS

A. Staff Report from August 7, 2012 Special Board Meeting, and August 14, 2012 Standing Committee meeting agenda and notes
B. RVSD General Manager job description
C. RFP Scoring Flysheet
D. Sample District Contract, Including Terms and Conditions
ROSS VALLEY SANITARY DISTRICT
2960 Kerner Blvd
San Rafael, CA 94901
(415) 259-2949 ~ rvsd.org

STAFF REPORT

For the Meeting of August 7th, 2012

August 3, 2012

To: Board of Directors

From: Frank Egger, Board President
Ross Valley Sanitary District

SUBJECT: DISCUSSION OF POSSIBLE OPTIONS FOR THE INTERIM GENERAL MANAGER POSITION

SUMMARY:

This staff report is being presented to your Board to discuss the possible options for the Interim General Manager.

DISCUSSION:

General Manager Brett Richards has officially resigned. He appointed Wendy Martin-Miller as Interim GM the day he resigned, and counsel for the RVSD has stated Wendy Martin-Miller is the Acting GM, not Interim.

This is the first opportunity for the Board to discuss the now vacant GM position at a public meeting. There are options to fill the vacancy, first on a temporary basis then on a permanent basis.

The Board could continue the current arrangement with Wendy Martin-Miller and appoint her the Interim GM while the District conducts a search to fill the vacant GM position or the Board could seek an Interim GM from outside the agency and outside the CMSA boundaries to serve while a full time GM search is conducted.

I have had a few contacts, including a former Belvedere Engineer, a search firm and a former City Manager.

The Board needs to make the decision as to how best fill the managerial needs of the District, while at the same time start rebuilding public confidence in our agency.

The California Special District's Association (CSDA), the California Association of Sanitary Agencies (CASA) and the League of California Cities all have what's called a range-rider program whereby former managers fill in, from time to time, to assist a city or a special district.
Costs will vary. Just this week a former Marin County City Manager was taped to fill a GM position in another city. This was kind of pricey, as the agency was paying $15,000 a month but no benefits.

There are certain advantages to bringing in a person from the outside to go over the District's operation and policies in order to be able to recommend a course of action.

We need it all, a good money person, a person with proven administrative skills and a person not afraid to make waves. The public should expect no less.

One option is appointing a search committee consisting of two Board members to come up with a recommendation to be reported on and implemented at the August 22, 2012 Regular Board Meeting.

RECOMMENDATION:

For the Board to:
   1. Take action as determined by the Board
GENERAL MANAGER SEARCH COMMITTEE
MEETING AGENDA
August 14, 2012 – 7:00 p.m.
Ross Valley Sanitary District – Conference Room
2960 Kerner Blvd.
San Rafael, CA

Meetings of this Standing Committee will follow the same Rules of Decorum that govern
RVSD Board Meetings:

Board Meeting Decorum

The Board President shall maintain order at meetings in accordance with Resolution No.10-
1378, which is posted at every Board meeting. The Board has a responsibility to be a model of
civility in order to encourage public participation and citizen input at Board meetings. The Board
and the audience are expected to refrain from disturbing any member while speaking, making
any loud and/or unusual noise, or by offensive conduct, or by threatening, quarreling,
challenging to fight, fighting, or interrupting the proceedings. Failure to adhere to the District’s
Board meeting decorum policy could result in removal from a Board meeting and/or future
meetings.

Only items on the agenda will be discussed. Members of the public may
comment on an agenda item after it is discussed by the Committee, for a
maximum time of 3 minutes per comment.

Pursuant to Government Code § 54952.2(c)(6) Board members who are not
members of the standing committee may attend only as observers and may not
comment or otherwise participate.

1. Call Meeting to Order
2. Approval of Agenda
3. General Discussion on the Process for Filling the Interim GM Position
4. General Discussion on the Process for Filling the Permanent GM Position
5. Communications Received by RVSD and Board Members Re: GM Position and
   Potential Candidates
6. Prerequisites for Candidates
7. Review of Recruitment Contracts
8. Recommendation for a Course of Action, Recruitment
Any person with a disability covered under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet prepared by the local agency or other interested person for this meeting upon request in an appropriate alternative format. Requests for mailed copies of agendas or agenda packets are valid for the calendar year in which requests are made and must be renewed annually after January 1. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services in order to participate in a public meeting. Please contact the office at 415.259.2949 at least ten (10) working days prior to the meeting and provide information on the assistance required.

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection at least 72 hours before each regularly scheduled Board meeting at the District Office, located at 2960 Kerner Boulevard, San Rafael, CA. Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board regarding any item on this agenda after the agenda has been distributed will also be made available for inspection at the District Office during regular business hours.
Tuesday, August 14, 2012  
2960 Kerner Blvd.  
San Rafael, CA

Members Present: Pamela Meigs  
Mary Sylla

Staff Present: Wendy Martin-Miller, Acting General Manager  
John Clark, Chief of Operations  
Randell Ishii, District Engineer  
Eric Smith, Assistant Engineer

Public Present: Buzz Brown, Jason Dow, Steve Duffy, Frank Egger, Doug Humphrey, Jim Kelly, Ed Newton, Eric Stassevitch

Item #1 - ORDER  
The meeting was called to order by Director Meigs at 7:00 p.m. 
Director Meigs then led the Pledge of Allegiance.

Item #2 - APPROVAL OF AGENDA  
The Agenda as submitted was approved by consensus.

Item #3 - GENERAL DISCUSSION ON THE PROCESS FOR FILLING THE INTERIM GM POSITION  
Director Sylla said that her idea was that we would talk about folks who had been in contact with us informally by email. She had those emails with her, the ones that were received by Board President Frank Egger who was attending as a member of the public tonight. She hoped he would be engaged in the discussion. She had also received names of folks through other ways. She hoped to find an interim GM relatively quickly. However, we needed someone in as soon as possible if only because Ms. Martin-Miller had a job as the Business Manager and was serving as the Acting General Manger for the foreseeable future until we brought somebody else in. There were folks in this room who would be able to help us with that. She wondered, because this was a subcommittee meeting, whether it couldn’t be more of a discussion, rather than a back and forth between the Board.

Director Sylla noted that District Council Houston had emailed her minutes ago asking if Director Sylla had any last minute questions. So if we had any last minute questions, we could email Ms. Houston. Director Sylla asked if anybody saw any problem with just having a discussion about how we might identify a new GM for this District. She was thinking about it short term, interim and permanently.

Director Meigs said that looking at some of the information here in front of her, it was going to take up to twelve weeks to get a permanent GM. So we needed to move quickly. However, we didn’t want to make it too quickly because we could make a poor decision or a mistake. Director Meigs asked if she could call on Frank Egger at this time, since he had experience with this kind of thing, and maybe staff.
Director Meigs asked Mr. Egger if we still had to use an agency to find somebody when we got an interim GM. Couldn’t we just put it out to the community that this was what we needed right now for maybe ninety days or whatever?

Mr. Egger said he was a member of the RVSD Board but he was just speaking as an individual this evening. He tried to copy the Board with all of the information that came in. We’ve heard from George Roberts, the former Belvedere manager, and Art Gibney, a former sanitary consultant to San Rafael, who offered their services in the interim. An email came in from the search firm for the permanent GM. For the interim GM there might be resources right here in the county so that we didn’t have to go too far and too wide to find someone. He also had an email from Tamara Davis who was and a former city council member and a current board member of the Mosquito and Vector Control District. About four or five months ago, we went through the process of hiring a new manager. Ms. Davis sent a list of consultants and recommended CPS HR Consulting in Sacramento. There’s L&H Resources Consulting, Avery Associates, Peckham & McKenney, Ralph Anderson, Bob Murray, and Mirro & Associates. And there were three firms mentioned in the packet you received from our counsel.

Mr. Egger said that hiring an interim GM should be a fairly simple situation. The ranges were from maintaining the current status quo of how it’s functioning right now to finding someone else within the agency that knew the pipes and knew what we needed to do to them. We did hear today from Mark Williams, from the Las Gallinas Valley Sanitary District, who offered his services, and Tam was offering services. So we had resources right here in the county and didn’t have to go too far for an interim GM.

Director Meigs said we could spin our wheels for a long period of time just finding that interim person. She didn’t want to do that. We needed to get things moving.

Mr. Egger said when we went out for a search for a permanent GM, that may well take five to six months by the time you brought a consulting firm on board and arrived at some kind of a cost arrangement, they did a search, they advertised and people got back, and screening down to eight or ten for a subcommittee to take a look at and bring the top three candidates to the Board for full interviews. We thought we’d have a new manager on board in three months. It just didn’t happen that quick. You wanted to run ads in a couple of trade magazines for sewer and water districts where it was online and you had daily online reports that listed job openings. There were a lot of opportunities there.

Director Meigs said our next issue was figuring out which recruitment services we were going to use because there was a bunch.

Assistant Engineer Eric Smith said in the past the District had used Avery Hall and The Personnel Perspective out of Santa Rosa. They both did a pretty good job. Director Meigs said that right now Fairfax was using Anderson to get their manager. We were going to have to go through these but it depended on how we were going to pick one. It’s going to take a lot of time picking one. Director Sylla wondered if an interim GM could help us with that. In response to a question from Director Sylla, Mr. Smith described the expertise of the recruitment firms the District had used.
Acting General Manager Martin-Miller said that to get the committee going, you might want to think about those things that were important to you in each case. What was it you needed from an interim GM? How soon did you need that person? That could be anything from being cost effective to being available. Was it absolutely important to you that whoever you selected as interim GM wanted to be put in the pool for permanent GM? Or was it okay that this person was truly interim? There would also be a whole list of things you would want in the GM. Focusing on that would also help guide you on how you made selections. She pointed out that the Board members were looking at old proposals from the 2007-08 timeframe. In order to do this properly and in the manner the Board had said you should be doing things like this, you should put out an RFP to get proposals from qualified recruitment agencies.

That sounded good, said Director Meigs, and what Ms. Martin-Miller said was correct. It wasn’t clear to Director Meigs what it would cost to hire an interim GM. She didn’t have a clue. Ms. Martin-Miller said if you had one word that described an attribute of the GM, for example, a recruitment firm could help you develop that into something more marketable when they went to recruit.

Director Sylla said we’re focusing on the recruitment firm, which seemed like the next step to her. Ideally, in her mind we would have an interim GM or somebody in here who allowed Ms. Martin-Miller to go back to being Business Manager, and who would lead the District in the next month. Mr. Egger mentioned Jon Elan and Mark Williams from Las Gallinas to contact in terms of support in finding such a person.

Director Sylla asked if there was a sense that we could hire an interim interim GM and then move toward an interim full-time person while we conducted what we thought would be a three to six month search? She would also never want to say to an interim GM that they weren’t allowed to turn into a permanent GM. On the other hand, she’s heard that we could hire somebody retired who wasn’t looking to start a new career with Ross Valley Sanitary District but might be fully willing to serve for three to six months while we did our search. In other words, coming in here on a full time basis.

Ms. Martin-Miller said she wasn’t implying that. She was actually implying the opposite, i.e. whether or not you wanted the interim GM to be somebody who would put themselves in the candidate pool for the permanent GM.

Chief of Operations John Clark said it’s been his experience that in management positions, it usually took at least four to six months for somebody to get their feet on the ground to be able to make reasonable decisions that were educated. He wondered if maybe that, combined with the idea that we would be taking money, might be a good reason to hire Ms. Martin-Miller for the position for three months or until you got the other position going.

Director Sylla said her sense was that for somebody that was just elected to the Board in an upset, we wanted somebody from the outside to come in. Not to discourage anybody who’s on staff now, but that would be her wish.

Director Meigs said she also supported that. She added that Ms. Martin-Miller also had the whole financial umbrella she was dealing with.
Buzz Brown of San Anselmo said it was his perception from what he’s read and heard that we needed an interim management person immediately to patch up a sinking ship. We needed somebody who knew the nuances of the District—not only the pipelines, but how the whole organization was run—and an intimate working knowledge of the pump stations, the collection system, and what’s going on out in the field. We may have some major problems if this wasn’t addressed soon. The rainy season was going to be upon us real soon.

Director Meigs agreed with Mr. Brown. She said we needed somebody local who knew the other agencies and has been involved. We needed to get the RFP for the interim GM out there as soon as possible, go from there and see what showed up.

Director Sylla didn’t think we had to put out an RFP for an interim GM. She asked District Counsel Houston if there were legal requirements and there weren’t. It’s a whole different contract relationship with an interim GM. We had a lot of expertise in this room and she almost wanted to make everybody introduce themselves. Director Sylla wanted to know what other people in the room thought about the feasibility of hiring someone who could only give us part-time right now, but we knew they were already running a sanitary district, or partially running a sanitary district, while we looked for a full-time interim GM. And was that what we needed to do? Was it the best course of action? It seemed to her it was but she didn’t know anything about running a sanitary district.

Ed Newton said he was sitting next to Doug Humphrey, who ran the Stege Sanitary District right across the Bay, and he was experienced. You’d spend a lot of time going through RFPs and taking the advice of other agencies that have gone through this process. Find two or three people to interview and then turn to your search firm. Find out what CMSA (Central Marin Sanitation Agency) used, or one of the local sanitary districts, and go with it.

Mr. Humphrey clarified for Director Sylla that he was retired from the Stege Sanitary District but still did a bit of work for them. Back in the 1990s, he was the manager in the Sausalito Sanitary District. He agreed with Mr. Newton in general and thought there were other individuals beside himself who you might find for three to six months. Regarding sharing time, that would vary with each individual and the agency they worked for. He thought you could get an interim GM in thirty days, and you didn’t need an agency to do that. The Board could do it.

Director Sylla noted that this committee would be making a recommendation to the full Board next week about how to proceed, not about one person. She noted that the arrangement for the interim GM was basically at will employment; she didn’t think it was a contract.

Ms. Martin-Miller said the position of the GM didn’t technically fall under any of the avenues we had in place, so it was by contract. So she thought the interim GM would also be by some sort of contract.

Mr. Smith noted that it took about fourteen months to hire Brett Richards and taking three months was dreaming.
There was a brief discussion acknowledging that any retired person hired who also belonged to CalPERS would not be able to take benefits because they were retired, and they would also have a limited number of hours per year they could work.

Regarding the talk about hiring someone from the outside, Steve Duffy, a former District employee, said that you had someone here with over thirty years of experience with the District who knew the system, knew the pump stations, and had lots of trust from most of the staff. It’s Eric Smith. Mr. Duffy thought Mr. Smith should be given a chance. Mr. Smith knew what to expect in the wintertime. He got on well with most of his staff. For the interim GM, let’s face it. This got into the wintertime and there’s only one person for this.

Mr. Brown said he’s been here for thirty-five years. Thirty of those years were working for Mr. Smith. Mr. Brown didn’t know anybody who knew the system better than him.

Eric Stassevitch, a former District engineer, said it was really important for the Board to lay out the expectations and have a clear understanding, within the organization, of what you expected this interim person to perform and what you expected them to be doing. If it’s to keep things running, maintain the system, and be prepared for an emergency, that’s one thing. If it’s to deal with a somewhat caustic environment, heal the wounds, and reach out to the public, that’s a whole other thing. It took a special individual to do both in an interim situation. A brainstorming session to lay out those expectations would be very productive.

Director Sylla said her little fantasy of how this all went forward was that the interim GM also got us toward an organizational assessment. She didn’t know if that was at all feasible.

Director Meigs had a copy of the 2011 GM’s job description and said it was vague. It needed to be redone with a major overhaul. Ms. Martin-Miller said it was taken pretty much verbatim from the marketing piece that was done for recruitment. Director Sylla said it was generally hard to write a job description for the top person of any organization.

Mr. Smith said we needed to needed to rewrite the GM’s position. That’s one thing. You might be able to get an idea of what you wanted to expect from the interim GM.

Director Meigs asked District Engineer Ishii how it was going for the last couple of weeks. It’s been a challenge, replied Mr. Ishii, in the respect that we had pipe repairs that still had to occur that the CCTV crew found. Some were in more catastrophic condition that others. We pulled off both of our repair crews, the regular repair crew and the pipe-bursting repair crew, to address these emergencies. Meanwhile, we still had customer complaints that came in on occasion. We had staff reports that still needed to be done for Board meetings. We had other District affairs that had to be handled in addition to fieldwork. It’s all added to his workload the last couple of weeks—more than what could have been anticipated.
Director Sylla said the other thing we needed to address as a District was the fact that we didn’t have a workable *budget*. It was based on $70 million of bonds that didn’t go through. So we hoped the interim GM had a good handle on *finances* and helped us develop a workable *budget*. Because one of the reason we’re dealing with the pump proposal we had *last* meeting was because we didn’t have them built into a budget.

Ms. Martin-Miller said the pumps *were* built into the budget plan predicated on bonding. Exactly, said Director Sylla. They’re *not* built into an *existing* budget plan.

Mr. Humphrey said that Jason Dow at CMSA worked with two search firms. You could ask them for a proposal regarding a permanent GM and *select* one without going through an RFP.

Director Sylla agreed with Mr. Humphrey and said we should develop a list of names for the Board to have in front of them for next week if we could. *And* ask people to send emails to their networks asking if there’s anybody we hadn’t thought of.

Ms. Martin-Miller noted that *consistent* with things that had been addressed at previous Board meetings about *engaging* a firm to provide services, emphasis had been *placed* on going through a *fair* RFP process. Just mailing to a select few who you *knew*, had *not* been what she heard the Board telling her was their preferred process. Having that RFP made *public* will allow other people, who may not have heard about it, apply for the position.

Director Sylla clarified for Director Meigs that she got the sense from Ms. Houston that hiring an interim GM was just a whole different game. We *could* move forward with qualified candidates without a *very* formal job description.

Jason Dow, the CMSA GM, said CMSA had hired various temporary employees and independent contractors. They identified some individuals and interviewed them. It was all done at the staff level. We developed a temporary employment agreement and an independent contractor agreement, and identified the *key* provisions like term, who they reported to and hourly rate, and identified *key* activities for them to work on, and specific *requirements* for the position. We’ve never referenced a job description or anything like that.

Director Meigs felt *uncomfortable* with that because the *job* had so much regulation and stuff and vacations.

Ms. Martin-Miller said it was a *good thing* to springboard from. What Mr. Dow described was someone who was brought in for a very specific task. While there *may* be some *specific* tasks expected for the interim GM during the time here, for the permanent GM there were some *general* management requirements. You could use a similar *format* and use some of the more general statements from the *job description* in the contract form. There could also be a clause regarding how you terminate that person.

Mr. Stassevitch pointed out that the District hired an interim GM in the 2006-07 timeframe and it was done rather swiftly. You could review the agreement that was in place at the time. It didn’t go through an RFP process but there was a template to start
with regarding job description and requirements. It’s an accepted practice in the industry and you wouldn’t be violating any protocols or laws.

Director Sylla had information from Ms. Houston in this regard and said we could perhaps present to the Board next week a streamlined version and say this was what an interim GM contract looked like. We wanted to put this out to the public and not just to some people we already knew necessarily. Were there networks we thought were more public that would attract the kind of folks we wanted, including Doug Humphrey, Jim Kelly and Mark Williams. Members of the public made several suggestions.

Ms. Martin-Miller clarified for Director Meigs that the 2007 interim GM, Vivian Housen, was a contracted manager who was not here full time. Mr. Stassevitch described the historical circumstances involving the employment of Ms. Houston, Paul Causey, Joseph Remley and Barry Hogue during the time period before Brett Richards was hired in October 2008. Director Meigs said she heard some not so good stuff about the process of having a different bunch of people in charge. Mr. Stassevitch noted that we’re kind of in the place where we were four or five years ago, and the lesson learned was that the public needed to know what the District was doing, i.e. going to an interim GM and then to a permanent GM.

Ms. Martin-Miller added that from the perspective of someone who had to research and work with historical District records, there was a period of time where District record keeping was in a bit of disarray. And for certain processes, there was no evidence that they were actually properly kept up—such as performance evaluations for employees. It all occurred in that early to mid-2000 range when the District was going through manager after manager in very short terms. It’s not optimal to have multiple interim GMs. So from a staff perspective, Ms. Martin-Miller would like to see someone who can come in and fill in as interim GM, and maybe even have it someone who would be interested in putting their name in for the permanent GM just for continuity and making sure we can maintain an organization.

Director Meigs said she heard Ms. Martin-Miller. That might work and it might not work. We had to wait and see.

Mr. Smith said that having five managers in a couple of years was not good. The morale and everything just tanked. Director Meigs agreed. It burned people out. You had to continue to teach and relearn.

Ms. Martin-Miller said you now had both sides of that problem. Mr. Smith was here, he knew and he personally experienced it. And Ms. Martin-Miller, looking back through the historical files in her work, could see the evidence of the turmoil. Mr. Stassevitch noted that there were also many outside factors contributing to the turmoil. The District was going through significant changes, i.e. initiation of the capital program, a new commitment to replacing pipe, and meeting the requirements of the Consent Decree.

Director Meigs summarized and said that Ms. Martin-Miller would bring back to the Board for review at the August 22 meeting a contract for the interim GM. If she could find them, said Ms. Martin-Miller. Mr. Stassevitch noted that the contracts for Mr. Causey and Mr. Remley were in the District files. Director Sylla said she would check
with Ms. Houston to see if she had some kind of template that could be used. She pointed out that the direction from the Board was to hire a full time interim GM within the next thirty days, if possible, based on the previous District contracts.

Mr. Egger asked if there was a list of names to present to the Board. We heard some folks tonight say they might be available to assist. Director Meigs said she didn’t have any names or any emails or any list. She hadn’t heard any of all of these names that were flying around tonight. This was making her wonder what was being communicated outside of here. It had to be very transparent.

Mr. Egger was just suggesting that the names mentioned this evening might be included in the report that was going to the full Board. We had a person that was formerly with an East Bay sanitary district volunteer. Director Meigs said she didn’t mind doing that but she would ask them also to put something in writing. Then it became more from you than from us.

Mr. Smith and Mr. Stassevitch explained the reasons why it would take six months to find someone for the permanent GM position even though, as Director Meigs noted, there were so many people out of work.

Director Meigs asked what would happen if we used one of our staff for the interim GM who was a union person because the GM position was not union. Would that District employee just be suspended in his position temporarily? And then he’d go back? Ms. Martin-Miller said if you used any employee of the District, her understanding was that the employee would accept the terms of the interim contract. They would be working under those terms for the period of time they were interim. So they would no longer be represented by the union in the terms of the interim contract. But the unique thing about using any employee of the District was that should it not work out as interim GM, they did go back to their original position.

**Item #4 - GENERAL DISCUSSION ON THE PROCESS FOR FILLING THE PERMANENT GM POSITION**  
District Engineer Randell Ishii clarified for Director Meigs that the origin of the four-year old materials she had before her were the result of clerical staff getting past records per District Counsel Houston’s request.

Ms. Martin-Miller asked Director Meigs if she was going to be recommending to the Board to have an RFP for the search firm to submit the proposals. Director Sylla noted that there was an RFP for the search firm. Director Meigs said she would ask the search firms for a proposal if she were educated, but she didn’t feel educated.

Eric Stassevitch clarified for Director Sylla that there were firms that specialized in public agencies and they did water and sewer.

Ms. Martin-Miller clarified for Director Meigs that the District didn’t have a policy on how to do this. We would do some sort of RFPs. It wouldn’t necessarily be formalized and publicly advertised. It’s special services and it followed the Public Contract Code. Her only suggestion for doing that was based on her hearing the Board discussing that every special service contract we entered into, and the fact that there was no belief that
it was put out there *publicly*—that it was only handed to a select few that we thought we might want to use—the Board didn’t *like* that *appearance* to the public. *That* was where her suggestion was coming from. Obviously, the committee can *choose* to direct staff to do whatever they thought was best.

Director Sylla said we were trying to balance efficiency with fairness and the appearance of openness. She asked Mr. Egger if he had any input on that. Would he write an RFP for the search firm or...

Mr. Egger said we could write an RFP fairly decently. We didn’t need to reinvent the wheel here. So many agencies had gone through this and hired, so we could just grab somebody’s RFP and get it out there. We had a pretty good list right here with about *eight* of them. Send it out to those *eight* and maybe advertise it in some of the trade magazines. Put an RFP out to a search firm and ask for a response within, say, twenty days. They could probably turn it around in twenty days.

Director Sylla asked Mr. Dow what search firms CMSA used. Mr. Dow named two search firms. Director Meigs said she heard good things about Ralph Anderson & Associates. Mr. Smith suggested a requirement in the RFP for some type of *knowledge* of what we *did*, some type of mechanical experience, and at least *some* experience with sanitary districts.

Mr. Humphrey clarified for Director Meigs that about half of the GMs of sanitary districts in the county were *engineers*, especially for the *larger* agencies.

Ms. Martin-Miller clarified for Director Meigs that when we were doing the hiring process, we employed a company that did a *full background check* that included a credit check. In *this* case, because of the nature of the position, she thought the background check would even include a credit check. They verified all of the references, education and past jobs. Director Meigs was *curious* if the Board *had* the information she was reading about in the paper. Ms. Martin-Miller said she had no *evidence* of any of the processes that went on during that hiring.

Regarding credentials, Mr. Clark clarified for Director Meigs that most of your sanitary *collection* agencies would end up having a Grade 4 CWE certificate. The GM of a collection agency wouldn’t have anything beyond that. You *may* want a wastewater certificate and possibly even a distribution certificate, but they weren’t *necessary*.

Ms. Martin-Miller said the *business* end of it was also *very* important. The familiarity with what was required to *build* was *very important*. We’re looking for somebody who had, if not *expertise*, then at least *experience* in the ability to *tap* expertise, and *know when to do it* in a multitude of areas from contracts to public outreach to *finance* to fixing pipes and *pumps*. That’s a very wide range of stuff. You’re probably looking for a pretty *well rounded* person, said Mr. Humphrey.

In response to a question from Ms. Martin-Miller regarding action items to be taken to the full Board, Director Meigs said we should start a draft RFP as soon as possible. And the current job description needed an upgrade to something that was *measurable* and specific. Ms. Martin-Miller suggested checking other sanitary districts that had job
descriptions right on their websites. Director Meigs said that whatever we did tonight and brought to the Board, we’d put on our website what we were doing for the interim and the permanent GM, i.e. what our plan was. She wanted people to know what we were doing.

Director Sylla thought we should wait until we reported back to the Board and then we could put on the website that we were hiring. She agreed with Director Meigs that the District website should show what our process was in hiring. In addition to drafting an RFP as soon as possible, our recommendation to the Board was to put it out to at least a list of the people who responded.

There was a brief discussion of the potential need for a special meeting and how the screening process might work at that meeting to get the candidates down to the top five.

Mr. Egger asked if we would have a sample RFP for the consultant search for a full time GM position in the Board packet on August 22. He was sure we could grab one from somebody. Ms. Martin-Miller said she could contact some sanitary agencies and also Vivian Housen and see if she still had our RFP from 2007-08.

Mr. Egger said hopefully for the interim there might be a sample or a draft interim agreement that you might have with whoever that person was, for the Board to look over. Director Meigs said she wanted Ms. Houston to review it, making it a lot easier.

**Item #5 - COMMUNICATIONS RECEIVED BY RVSD AND BOARD MEMBERS RE: GM POSITION AND POTENTIAL CANDIDATES**  Director Meigs said we went over this to some degree. Director Sylla asked if we wanted to talk names just so we knew who was out there. Director Meigs said if we had something in writing, we could pass it on to the Board at the August 22 meeting. We wanted to be sure it was going through to the Board and not just coming from people we knew.

Ms. Martin-Miller noted that if someone knew someone else who might be interested in the interim GM position, the name of that someone else should also be given to the Board so that person could be contacted to make sure they knew about the interim job opening.

Director Meigs didn’t think we should be recruiting to bring someone in. If they wanted the interim position, they needed to come to us. For us to go outside would show a bit of favoritism. She would be really careful. Director Meigs asked Mr. Egger to help her a little bit with this, i.e. calling people to say—if they wanted it, they needed to come to the full Board.

But what if they’re not called to notify them of it? asked Ms. Martin-Miller.

Mr. Egger said he just forwarded to the Board any communications he got regarding either the interim or the permanent GM so everybody had the same information. What happened if one Board member sought out a certain person and another Board members sought out someone else, then all of a sudden we got into a situation where, Was this Charlie’s favorite candidate over here that Charlie would like to see in the
position? If we’re going to be really open about this whole process, it had to be open and fair to everyone, and not pick and choose who you wanted.

Director Meigs agreed with Mr. Egger. It’s like—she called him, but why didn’t she call me, too?! It just got messy. She thanked Mr. Egger.

Director Sylla said she didn’t know these people at all so there was no perception of self-dealing from her perspective. She did talk with folks from Nute Engineering and CMSA and asked for their expertise on who might be available and interested in this interim GM position. They names she heard were Doug Humphrey and Jim Kelly, and the names George Roberts and Art Gibney that were emailed to Mr. Egger. There’s something to be said for people in the industry who were referring folks to us. She clarified for Mr. Smith that the name Eric Smith was not on that list. Director Sylla wrote down Mr. Smith’s name on the list.

Director Meigs asked if any of these people now on the list worked for the District now or in the past. Director Sylla said that Eric Smith worked at the District now. When Director Meigs observed that there were no women on the list, Mr. Humphrey suggested Beverly James.

Buzz Brown of San Anselmo believed it was imperative to get a substitute GM in here to make sure we can keep this organization running. Director Meigs agreed, especially now that we’ve got a lot going on with the budget and community trust.

**Item #6 - PREREQUISITES FOR CANDIDATES**  
Director Meigs said we went over this a little bit. Acting General Manager Martin-Miller said it was important that the committee had some prerequisites to help you go through whatever applications came in. Director Meigs read a few of the prerequisites from the current job description. She would prefer a Master’s degree rather than the current Bachelor’s degree.

Frank Egger suggested a year of business education experience, either as manager or assistant manager. In a related field, added Eric Smith.

There was a brief discussion of who would and wouldn’t have a certificate in this industry. Jason Dow, the CMSA GM, clarified for Chief of Operations John Clark that he, Mr. Dow, did not have a wastewater certificate. Mr. Clark then noted that Mr. Dow had an engineering degree and was a fine manager.

Director Sylla agreed that we should have some prerequisites and think about what we wanted. She also worried that we’ll have some little check boxes that would exclude somebody.

Ms. Martin-Miller said your prerequisites should be your hard and fast minimums. Then there should be preference given to—a list of your different preferences. She noted that it might be harder to find an interim GM than finding a permanent GM.

Mr. Egger said the District had two engineers on staff now. The question was, Did we need another engineer?
Director Meigs noted that the current prerequisites didn’t talk about how you would communicate with the public. It’s so vague, i.e. it said “interact with the public.”

Mr. Dow suggested calling around to get job descriptions for district managers. A lot of districts posted these on their websites. He also had a source of job descriptions, and he was willing to share information from that source with Ms. Martin-Miller at their upcoming meeting.

Ms. Martin-Miller pointed out that the Board packet for the August 22 meeting was set to be delivered at noon on Friday, August 17 and there were a lot of things that needed to be found, looked up and researched for the packet. Staff was busy with a thirty plus item agenda for that meeting already. One of the items was supposed to be this, but we couldn’t do anything about it because this meeting hadn’t occurred yet. So right now, it’s a blank staff report with attachments. For staff’s sake, Ms. Martin-Miller asked that the committee be very specific, be willing to edit what it was they wanted to talk to the Board about or present to the Board at the August 22 meeting, and perhaps provide, if they had any time, for a research assistant for what they’re looking for. If they could get on the Internet and look around, that would be very helpful.

Director Meigs asked if Ms. Martin-Miller was saying she couldn’t do this. Ms. Martin-Miller said she was saying it couldn’t necessarily be in the Board packet.

Mr. Dow offered to obtain the specific job descriptions the committee wanted via his particular source.

After a brief discussion of the prerequisites and the time crunch facing the committee, Director Meigs and Director Sylla decided to use the current job description for the interim GM and have a different one for the permanent GM.

Ms. Martin-Miller said she would get at least one job description from Mr. Dow at their up-coming meeting. Director Sylla said she would look at the sanitary district websites and email the job descriptions to you.

**Item #7 - REVIEW OF RECRUITMENT CONTRACTS** Director Meigs asked Frank Egger what he said earlier about this. Director Sylla said that Mr. Egger said we would bring a sample RFP to the Board to send to these recruiting firms.

District Engineer Ishii said that the information the committee received regarding recruitment contracts came from District Counsel. They did research on the last recruitment.

**Item #8 - RECOMMENDATION FOR A COURSE OF ACTION, RECRUITMENT** Director Meigs asked Ms. Martin-Miller to read her list of actions and the committee would then respond. Ms. Martin-Miller summarized as follows. For the interim GM, we would use the base job description the District currently had. Try to get at least one other to present to the Board. Do a little word-smithing and cutting/pasting for something to use in recruitment. Discuss what that process and a screening process might look
like. See what the Board believed might be a reasonable date for a special meeting to actually start the interview process. Director Sylla volunteered to look at a sample contract and tweak it to become something that could be presented to the Board to use for our purposes. And Ms. Martin-Miller would search for the Causey/Remley contracts to see what they actually looked like. Director Meigs said that that list was complete.

Ms. Martin-Miller summarized as follows for the permanent GM. Try to find multiple RFPs that may contain the appropriate scope of work for a recruiting agency. Get the Board to approve putting that out there and a method of how to do that. Ms. Martin-Miller recommended that if we didn’t put it on another public board, that we had the RFP on the District website.

Director Meigs added PR to the list, i.e. putting something in the Marin IJ regarding what we were doing.

Mr. Egger said it seemed that if you took the summary of this evening, i.e. the committee’s recommendations, and shot that off to the Marin IJ, the Scope and the Pacific Sun, then all three had an idea of what’s going on.

Director Sylla asked Mr. Egger if we should do this immediately or after the Board took formal action. Mr. Egger said the committee could issue a press release about the results of this meeting saying this was our recommendation to the Board for the August 22 meeting. Director Sylla asked Mr. Egger if he wanted us to write that press release and email it out? What did he think? Mr. Egger said to use whatever process you wanted to use. Ms. Martin-Miller could look at the email and say it was good to go or it needed a little change here. She could massage it.

Ms. Martin-Miller said she honestly didn’t feel comfortable committing to do that draft press release tomorrow because tomorrow was when we were finalizing all of our staff reports.

Mr. Egger said it’s a grand agenda, a two-meeting agenda.

Ms. Martin-Miller clarified for Director Sylla that we had a list for press releases with contact information for all of the city and town councils in the District, as well as other community groups and homeowner associations. The press contacts ranged from local to Bay area-wide television and radio. In most cases we had an email address. She could send that press release list to the committee members who could decide the breadth of distribution.

Director Sylla said she would write the press release and do it by committee. She and Director Meigs thanked everyone for being here.

Item #9 - ADJOURN: The committee adjourned at 8:35 p.m.
ROSS VALLEY SANITARY DISTRICT
2960 Kerner Blvd
San Rafael, CA 94901
(415) 259-2949 ~ rvsd.org

JOB DESCRIPTION

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NOTES
The General Manager position is a revised title for historical district position of District Manager.

INTRODUCTION
The Ross Valley Sanitary District is located in beautiful and culturally rich Marin County, halfway between San Francisco and California's famous wine country. Founded in 1899, RVSD is one of the oldest sanitary districts in Marin County. It provides wastewater collection for the 55,000 residents of the Ross Valley towns and communities of: Fairfax, San Anselmo, Ross, City of Larkspur (including Bon Air), and the unincorporated areas known as Sleepy Hollow, Kentfield, Kent Woodlands, Oak Manor, Greenbrae, Murray Park, San Quentin Village, and California State Prison at San Quentin.

This position requires a highly-motivated individual who will serve under the direction and supervision of the District Board of Directors. The position plans and manages the affairs of the District and directs staff in all functions and operations. The General Manager represents Board policy and programs with employees, community organizations, and the general public. The position reviews all budget requests and makes recommendations to the Board on final expenditure levels; manages all labor/management activities; and, performs all related work as required.

This is an executive management level classification responsible for providing direct supervision to the Chief of Operations, District Engineer, Business Manager, and Administrative Assistant and exercises both direct and indirect supervision for all other staff as required.
ESSENTIAL KNOWLEDGE, DUTIES AND RESPONSIBILITIES

- Depending upon assignment, duties may include, but are not limited to:
  - Overall day-to-day management of the District; coordination of both long-term and short-term planning, directs, coordinates and evaluates the general activities of the District so as to render the utmost service to the citizens compatible with the legal responsibilities established and the economic resources available.

- Representing the Board’s policies and programs with employees, community representatives and other government agencies.

- Maintaining continuous awareness of administrative practices and recommending changes, which increase the economy and efficiency of District operations.

- Arranging for the services of consultants and overseeing their work.

- Establishing and organizing the departments and functions of the District, including direction and supervision of management staff concerning the administration, engineering, construction, inspection, operation and maintenance of the District, including, but not limited to:
  - Providing advice and consultation on the development of District programs and policies.
  - Establishing departmental goals, objectives, and schedules for the Maintenance Superintendent, Inspection Supervisor, Business Manager, and Administrative Assistant.

- Implementing, administering, and enforcing the policies and programs adopted by the District Board of Directors, including, but not limited to:
  - Acting as spokesperson/representative for the District in situations including, but not limited to, representing the District in negotiations and conferences conducted by and with the community and civic organizations, governmental and legislative bodies, contractors, trade, technical, professional associations, groups, etc.

  - Working in conjunction with the District’s attorneys and consultants to recommend to the Board of Directors changes needed to: rules and regulations; fees and charges; and specifications and requirements controlling the construction, repair, maintenance and operation of sewage systems. Said recommendations to be reviewed and acted upon by the District Board of Directors.
Conferring with private individuals, firms, organizations and local, state and federal agencies in the implementation and coordination of programs, projects and various activities.

Meeting with the public to disseminate information regarding District regulations and ordinances.

- Administering the human resources management affairs of the District, including, but not limited to:
  - Recommending and administering programs for equitable compensation, classification, recruitment and selection, performance management, policy and procedures and other personnel administrative programs.
  - Administering the District’s employee relations program, including progressive discipline and grievance handling.
  - Administering all the labor/management programs, including serving as the Board’s management representative.

- Administering the fiscal affairs of the District, including, but not limited to:
  - Preparation of the District’s annual budget for review and adoption by the District Board.
  - Controlling expenditures authorized in the budget.
  - Preparing various cost studies regarding District expenses and sewer service charges needed.
  - Charging assessments and taxes.
  - Overseeing preparations for bids and specifications for capital expenditures.

- Overall responsibility for the operation and maintenance of the District’s collection system, pumping stations and force mains, and directs the District’s capital improvement program to assure that improvements are made in a sound engineering and cost-effective manner. Responsibilities include, but are not limited to:
  - Keeping the District maps and records up-to-date.
  - Maintaining records concerning compliance with regulatory agencies.
  - Supervising general mapping and engineering office work and engineering field work, including construction inspection.
o Supervising the preparation of engineering studies, reports, designs, specifications, and cost estimates and does related work, as required.

o Supervising the inspection of plans and specifications for compliance with accepted standards, regulations and safety codes.

o Providing inspections for all construction related to District facilities.

o Establishing programs for collection system’s maintenance.

o Servicing as right-of-way agent regarding construction projects.

o Overseeing preparation of bids and specifications for capital improvements.

o Making available maps of the District showing the location of sewer lines.

o Answering questions and giving advice relative to connection to the District’s main sewer lines.

- Planning and arranging the holding of annexation, bond, and general District elections, including, but not limited to:
  
o Supervising the preparation of annexation maps and descriptions of lands to be annexed to the District, and checking the maps and descriptions of said lands as prepared by other engineers.

  o Computing fees payable to the District relative to annexation and connections.

  o Providing District’s Legal Counsel with data, as needed

- Appearing as an expert witness regarding District matters.

Special abilities/knowledge:

- Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development.

- Principles and practices of management, organization, personnel administration, supervision, training, and performance evaluation and staff development, including and understanding the importance of authority, responsibility, accountability, motivation and delegation.
• California Administrative Code and Health and Safety Code for special district administration applicable to water and sanitary district functions, programs and operations.

• Principles and practices of municipal accounting, budgeting, and financial record keeping.

• Construction practices, procedures, methods, materials, tools, equipment, and supplies, as applicable to the construction of public and private sewers, collection system pump stations, and related appurtenances.

• Codes, regulations, specifications, ordinances, laws, practices, and enforcement procedures pertaining to the inspection and regulation of construction of public and private sewers, collection system pump stations, and related appurtenances.

• Civil, structural, mechanical, and electrical engineering as it relates to the construction of public and private sewers, collection system pumping stations, and related appurtenances.

• Plan, organize, coordinate and direct the work of staff to achieve efficient operations and meet program goals.

• Understand the organization and operation of the District and related outside agencies as necessary to carry out assigned responsibilities, including, but not limited to:
  o Interpret and apply District policies, procedures, and rules with good judgment, tactfully and courteously, while carrying out a variety of administrative assignments.
  o Comprehend and interpret complex rules and regulations.
  o Coordinate the preparation of Board meeting agendas.

• Communicate effectively, both orally and in writing, with those contacted in the course of work, including, but not limited to:
  o Communicate effectively during public presentations.
  o The ability to use tact/diplomacy and establish/maintain cooperative working relationships.
  o Tactfully and effectively exercise leadership, authority, and supervision.
  o Give instruction and take feedback in a cooperative and positive posture.
  o Prepare concise and comprehensive reports.
Plan, direct, coordinate, and review activities related to recording and reporting financial data and personnel management, including, but not limited to:

- Direct budgetary and fiscal control programs.
- Provide payroll, personnel, and employee health benefits management.
- Plan, organize, direct, and supervise the work activities of others as related to general office functions, purchasing procedures, and building maintenance.

**EDUCATION/EXPERIENCE REQUIREMENTS**

A Bachelor’s Degree from an accredited four-year college or university with major coursework in engineering, construction, business, or management; **AND**, extensive work experience in a management or administrative position requiring the responsibility for the formulation and implementation of programs, fiscal systems, and service with at least three (3) years in a management or supervisory position.

**CERTIFICATES, LICENSES, REGISTRATIONS**

Must possess a valid California Class C driver’s license at the time of application and maintain a valid license throughout employment.

**PHYSICAL AND LEADERSHIP REQUIREMENTS**

- Sitting at desk and at meetings for long periods of time: 60 - 80% (Heavy PC use)
- Standing: 5-10%
- Walking: 5-10%
- Bending Stooping/ Lifting up to 35 pounds: 5-10%
- Both large and fine hand movements
- Interact with public
- Create reports, memos, presentations, maps, e-mails, and performance measures
- Analyze organized and unorganized data and make recommendations
- Manage employees toward specified goals and objectives
• Inspect paperwork (e.g. spreadsheets, reports, memos, authoritative literature)
• Operate passenger vehicles occasionally
• Be able to work in an office environment and maintain professional relationships
• Be capable of facilitating and leading small and large groups
• Be capable of demonstrating ethical and structured business practices
• Be capable of holding employees accountable
• Be capable of encouraging and coaching employees
• Be capable of making decisions that further the goals and objectives of the District
• Be proficient with time management and task allocation limits
• Dress in a professional manner consistent with executive standards
• Be available for all District Board meetings, and other functions as required
• Other requirements as necessary or directed
## Project Name: EXECUTIVE RECRUITMENT FIRM FOR RECRUITING THE GENERAL MANAGER

### Proposal Date:

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<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>Estimated Level of Effort</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Core Responsibilities - (Are those with the right expertise doing the right amount of work)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>20</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>100</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

**Strengths**

**Weaknesses**

Additional Comments:
CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (defined below) by and between the SANITARY DISTRICT NO. 1 of Marin County ("District") and ________________, a ________________ ("Consultant").

Recitals

A. WHEREAS, District desires to obtain ________________________________ services in connection with ________________________________; and
B. WHEREAS, Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and
C. WHEREAS, District desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

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

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.
   A. District. The General Manager or his/her designee, shall represent District for all purposes under this Agreement. _______________ is hereby designated as the Project Manager. The Project Manager shall supervise the progress and implementation of this Agreement.
   B. Consultant. Consultant shall assign _______________ to have overall responsibility for the progress and implementation of this Agreement for Consultant.

   A. Scope of Services. Subject to such policy direction and approvals as District through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A.
   B. Time of Performance. The services of Consultant are to commence no sooner than _______________ and be completed not later than _______________. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.
   C. Standard of Quality. District relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise and experienced in the performance of the work specified in the Scope of Work.
4. **Compensation and Method of Payment.**

A. **Compensation.** The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C. However, in no event shall the amount District pays Consultant exceed ____________________________ Dollars ($__________). Payment by District under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to District at the time of payment.

B. **Timing of Payment.** [please select one option and delete the remaining options]

- **OPTION 1:** Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. District shall review Consultant's billing statement and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

- **OPTION 2:** Progress payments will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to the rate and schedules set forth in Exhibit C.

- **OPTION 3:** Consultant shall submit itemized monthly statements for work performed. District shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. **Changes in Compensation.** Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4.A without prior written amendment to this Agreement.

D. **Taxes.** Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. **No Overtime or Premium Pay.** Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. **Litigation Support.** Consultant agrees to testify at District's request if litigation is brought against District in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, District will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by District and not part of the litigation brought by District against Consultant.

5. **Amendment to Scope of Work.** District shall have the right to amend the Scope of Work within the Agreement by written notice to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from District. Failure of Consultant to secure District's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate District authorization.
6. **Term.** This Agreement shall commence as of the Effective Date and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. **Inspection.** Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. **Ownership of Documents.** Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other draft and final work products compiled by Consultant under the Agreement shall be vested in District, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of District. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to District without restriction or limitations on their use and without further employment of or payment of any compensation to Consultant. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of District during the term of this Agreement, unless required by law.

9. **Employment of Other Consultants, Specialists or Experts.** Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of District.

10. **Conflict of Interest.**
   
   A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of District, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of District in the performance of the Agreement.

   B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

      (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of District or of any District official, other than normal contract monitoring; and

      (2) possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. **Liability of Members and Employees of District.** No member of District and no other officer, employee or agent of District shall be personally liable to Consultant or otherwise in the event of any default or breach of District, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. **Indemnity.** To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to District), indemnify, and hold harmless District, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs,
liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of District. District has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement.

13. **Consultant Not an Agent of District.** Consultant, its officers, employees and agents shall not have any power to bind or commit District to any decision.

14. **Independent Contractor.** It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of District; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to District's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. **Compliance with Laws.**

A. **General.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a District business license. District is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this Section.

B. **Workers' Compensation.** Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. **Prevailing Wage.** Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the District office (see address at Section 25 (Written Notice) below).

D. **Injury and Illness Prevention Program.** Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. **District Not Responsible.** District is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section or otherwise under this Agreement.

F. **Waiver of Subrogation.** Consultant and Consultant's insurance company agree to waive all rights of subrogation against District, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for District.
16. **Confidential Information.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by District, or as required by law.

17. **Assignment; Subcontractors; Employees.**
   
   A. **Assignment.** Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without District's prior written consent. Any assignment without such approval shall be void and, at District's option, shall immediately cause this Agreement to terminate.

   B. **Subcontractors; Employees.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by District as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. **Insurance.**
   
   A. **Minimum Scope of Insurance.**

   (1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than $2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

   (2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than $1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

   (3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than $1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

   (4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

   (a) This policy shall provide coverage for Workers' Compensation (Coverage A).

   (b) This policy shall also provide required coverage for Employers' Liability (Coverage B).

   (5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

   (a) "District its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."
(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance District may possess, including any self-insured retention District may have, and any other insurance District does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to District all certificates of insurance with original endorsements effecting coverage required by this Section. Certificates of such insurance shall be filed with District on or before commencement of performance of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to District. Current certification of such insurance shall be kept on file with the General Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish District with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by District upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, District may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that District shall deduct from such amount the amount of damages, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by District without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the District immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become
the permanent property of District. Consultant, however, shall not be liable for District's use of incomplete materials nor for District's use of complete documents if used for other than as contemplated by this Agreement.

E. In addition to the foregoing right to terminate for default, District reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by District, plus (2) Payment for Additional Services satisfactorily completed and accepted by District, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by District. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against District for any additional compensation or damages in the event of such termination and payment. In addition, the District's right to withhold funds under Section 19.C. shall be applicable in the event of a termination for convenience.

F. If this Agreement is terminated by District for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section 19 and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

20. Suspension. District shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between District and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both District and Consultant. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notice. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this Section.

If to District: Sanitary District No. 1 of Marin County
2960 Kerner Boulevard
San Rafael, CA 94901
Attention: Brett N. Richards, General Manager
26. **Consultant's Books and Records.**

   A. 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 District and all documents and records which demonstrate performance under this Agreement for a minimum period of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

   B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the General Manager, District Counsel, or a designated representative of any of the foregoing. Copies of such documents shall be provided to District for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

   C. District may, by written request by any of the above-named officers, require that custody of the records be given to District and that the records and documents be maintained in the District office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

   D. Pursuant to California Government Code Section 10527, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

27. **Agreement Binding.** The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. **Equal Employment Opportunity.** Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Section 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
30. **Section Headings.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

31. **District Not Obligated to Third Parties.** District shall not be obligated or liable for payment hereunder to any party other than Consultant.

32. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

33. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

34. **No Waiver Of Default.** No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

35. **Successors And Assigns.** All representations and covenants set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

36. **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by this reference as if set forth herein in full:

   A. Exhibit A: Scope of Work
   B. Exhibit B: Schedule of Performance
   C. Exhibit C: Compensation

37. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

38. **News Releases/Interviews.** All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by District.

39. **Applicable Law; Venue.** This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Marin, California.

40. **Authority.** All parties to this Agreement have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant has not breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.
IN WITNESS WHEREOF, District and Consultant have executed this Agreement as of the date first above written.

DISTRICT:

SANITARY DISTRICT NO. 1 OF MARIN COUNTY

By: ________________________________
Name: Wendy Martin-Miller
Title: Acting General Manager
"Effective Date": ________________________________

CONSULTANT:

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

APPROVED AS TO FORM:

By: ________________________________
Name: Jolie Houston
Title: District Counsel

APPROVED AS TO FORM:

By: ________________________________
Name: ________________________________
Title: ________________________________
EXHIBIT A

Scope of Work

[to be inserted]
EXHIBIT B

Schedule of Performance

[to be inserted]
EXHIBIT C

Compensation

[to be inserted]