



REGULAR MEETING AGENDA
Graton Community Services District (GCS D)
Meeting of the GCS D Board of Directors
Monday, December 20, 2021 at 6:00 PM

Various Locations- Teleconference Meeting Pursuant to Executive Order N-29-20

Notice of Teleconferenced Meeting

Pursuant to Government Code section 54953(e), members of the Board of Directors may conduct this meeting via teleconference. Teleconference locations are not open to the public pursuant to Section 54953(e). For this meeting, there will be no physical location from which members of the public may observe/comment.

Board Members Teleconferencing: Dave Clemmer, Jennifer Butler, Max Wilmarth, David Upchurch, and Carol Benfell. **Members of the Public may participate and provide public comments to teleconference meetings as follows:**

1. If you wish to submit a public comment on agenda items in advance of the meeting, please send to joseortiz.gcsd@gmail.com. Emails received prior to the meeting will be included in the public record. The Board President will read public comments at the Board meeting, not to exceed three minutes (approximately 300 words).
2. If you wish to submit a public comment during the meeting, please use the following information:
Join Zoom Meeting <https://us02web.zoom.us/j/85287374295> or dial by your location _United States___ Meeting ID: 52 737 425 Passcode: 332344
Join from a PC, Mac, iPad, iPhone or Android device:

In the event of a Zoom Bombing, the Zoom meeting will be terminated and a new meeting, login credentials below, will be used to continue the District’s business. The log-in credentials will not be made public and only written comments will be allowed for the remainder of the meeting.

Public testimony will be taken at the direction of the Board President and members of the public may only comment during times allotted for public comments. If you wish to request a disability-related modification or accommodation, please contact the District by email at lindamartinez.gcsd@gmail.com.

1. **CALL TO ORDER** _____
2. **ROLL CALL** - Determination of a Quorum

Board President, Dave Clemmer, _____; Board Vice President, David Upchurch _____
Board Secretary, Jennifer Butler, _____; Max Wilmarth, _____; Carol Benfell _____.

3. **APPROVE ORDER OF THE AGENDA**

Motion to approve the order of the agenda.

Board President, Dave Clemmer, _____; Board Vice President, David Upchurch _____
Board Secretary, Jennifer Butler, _____; Max Wilmarth _____; Carol Benfell _____.

4. PUBLIC COMMENT

Members of the public are invited to address the Board on those items which fall under the authority of the Board. The Public Comment section is intended to provide an opportunity for members of the public to address the Board on items that are not on the Agenda. For items that are on the Agenda, speakers are encouraged to provide comments at the time the item is taken up by the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

5. CONSENT CALENDAR

All items listed on the consent calendar are considered to be routine and non-controversial by staff. However, if discussion is required, the item(s) will be removed from the consent agenda and will be discussed after the consent agenda is approved.

- A. Confirm Expenditures and Revenue (Transactions) List for November 2021
- B. Review and confirm November 2021 Operations and Construction Financial Summaries
- C. Review and approval of Regular Meeting Minutes from November 15, 2021
- D. Review and approval of Special Meeting Minutes from December 2, 2021

Motion to approve the items on the consent calendar.

Board President, Dave Clemmer, _____; Board Vice President, David Upchurch _____
Board Secretary, Jennifer Butler, _____; Max Wilmarth _____; Carol Benfell _____.

ACTION ITEMS

- A. Review and approve resolution 211220A to continue virtual meetings.

Motion to approve the resolution 211220A to continue virtual meetings.

Board President, Dave Clemmer, ___; Board Vice President, David Upchurch___; Board Secretary, Jennifer Butler, ___; Max Wilmarth ___; Carol Benfell ___.

- B. Review and approve resolution 211220B to appoint GHD District Engineer and to provide on call services.

Motion to approve the resolution 211220B to continue virtual meetings.

Board President, Dave Clemmer, ___; Board Vice President, David Upchurch___; Board Secretary, Jennifer Butler, ___; Max Wilmarth ___; Carol Benfell___.

6. DISCUSSION ITEMS

- A. Report on General Manager RFP
- B. Update on Website Upgrade Project
- C. Report on Goranson & Associates status
- D. Update on the GEG gas rate
- E. Report on proposal to add multiple residence units at Purple Wine Company

7. GENERAL MANAGER’S REPORT TO THE BOARD

- A. Treatment Plant Operations Update
 - Operations report
 - Overtime report
- B. Construction Update
 - Meetings, Correspondence & Outreach

8. SUGGESTED ITEMS FOR FUTURE AGENDA

- A. Pending items/old business
- B. Future items/new business

ADJOURNMENT _____

Actual Transactions - Expenditures - GCSD Monthly Transaction Detail

Fiscal Date [prior-fiscal-month] and Fiscal Period [1..12] and Fund [77101,77103]
 Run: 2021-12-01 09:41 AM

Fiscal Date	Journal Date	Journal ID	Fund	Department	Account TCA	Amount	Journal Header Description	Journal Line Description
Fund: 77101 – Graton CSD - Sanitation								
Account Type: 00005 – All Expense/Expenditure Accts								
Account Character: 50000 – Salaries and Employee Benefits								
Account Category: 50700 – Local Bd Salaries and Wages								
Account Account: 50701 – Perm Position - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254372	77101	62030100	50701 GCSD100	3,982.68	Accounts Payable	GCSD Payroll PPE 10-31-2021
						<u>3,982.68</u>		
						3,982.68		
Account Account: 50703 – Overtime - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254372	77101	62030100	50703 GCSD100	1,477.05	Accounts Payable	GCSD Payroll PPE 10-31-2021
						<u>1,477.05</u>		
						1,477.05		
Account Account: 50707 – Standby Pay - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254372	77101	62030100	50707 GCSD100	1,613.44	Accounts Payable	GCSD Payroll PPE 10-31-2021
						<u>1,613.44</u>		
						1,613.44		
						7,073.17		
Account Category: 50750 – Local Boards - Retirement								
Account Account: 50753 – FICA Retirement - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254372	77101	62030100	50753 GCSD100	438.54	Accounts Payable	GCSD Payroll PPE 10-31-2021
						<u>438.54</u>		
						438.54		
Account Account: 50755 – PERS - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254372	77101	62030100	50755 GCSD100	302.29	Accounts Payable	GCSD Payroll PPE 10-31-2021
						<u>302.29</u>		
						302.29		
Account Account: 50756 – Medicare - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254372	77101	62030100	50756 GCSD100	102.56	Accounts Payable	GCSD Payroll PPE 10-31-2021
						<u>102.56</u>		
						102.56		
						843.39		
Account Category: 50800 – Local Boards - Emp. Benefits								
Account Account: 50801 – Health Ins - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-08-2021	AP00254502	77101	62030100	50801 GCSD100	793.36	Accounts Payable	Health Ins. December 2021
						<u>793.36</u>		
						793.36		
Account Account: 50803 – Dental - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-10-2021	AP00254626	77101	62030100	50803 GCSD100	135.00	Accounts Payable	Dental & Vision Insurance Dec.
						<u>135.00</u>		
						135.00		
Account Account: 50805 – Vision - Local Bds								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-10-2021	AP00254626	77101	62030100	50805 GCSD100	10.40	Accounts Payable	Dental & Vision Insurance Dec.
						<u>10.40</u>		
						10.40		
						938.76		
						8,855.32		
Account Character: 51000 – Services and Supplies								
Account Category: 51020 – Communication Expense								
Account Account: 51021 – Communication Expense								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-10-2021	AP00254504	77101	62030100	51021 GCSD100	356.97	Accounts Payable	Graton Cal Card
						<u>356.97</u>		
						356.97		
						356.97		
Account Category: 51060 – Maintenance - Equipment								
Account Account: 51061 – Maintenance - Equipment								
TCA: GCSD100 – Graton CSD - Admin & General								
11/2021	11-10-2021	AP00254504	77101	62030100	51061 GCSD100	1,824.64	Accounts Payable	Graton Cal Card
						<u>1,824.64</u>		
						1,824.64		
TCA: GCSD300 – Graton CSD - Treatment								
11/2021	11-01-2021	AP00254166	77101	62030100	51061 GCSD300	2,405.00	Accounts Payable	Pump Maintenance
11/2021	11-10-2021	AP00254504	77101	62030100	51061 GCSD300	867.02	Accounts Payable	Graton Cal Card

11/2021	11-10-2021	AP00254626	77101	62030100	51061	GCS300	10,243.00	Accounts Payable	Capstone Protection Plan
11/2021	11-10-2021	AP00254626	77101	62030100	51061	GCS300	<u>1,076.80</u>	Accounts Payable	Pump Maintenance
							<u>14,591.82</u>		
							<u>16,416.46</u>		
							16,416.46		
Account Category: 51200 – Professional & Specialized									
Account Account: 51212 – Outside Counsel - Legal Advice									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-01-2021	AP00254036	77101	62030100	51212	GCS300	<u>1,341.60</u>	Accounts Payable	Gen Advice & Clean Graton
							<u>1,341.60</u>		
							1,341.60		
Account Account: 51231 – Testing/Analysis									
TCA: GCS300 – Graton CSD - Treatment									
11/2021	11-08-2021	AP00254502	77101	62030100	51231	GCS300	<u>1,023.50</u>	Accounts Payable	Samples Submitted in Oct.
							<u>1,023.50</u>		
							1,023.50		
Account Account: 51237 – Process Service									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-08-2021	AP00254372	77101	62030100	51237	GCS300	<u>258.86</u>	Accounts Payable	GCS300 Payroll PPE 10-31-2021
							<u>258.86</u>		
							258.86		
Account Account: 51244 – Permits/License/Fees									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-10-2021	AP00254504	77101	62030100	51244	GCS300	<u>76.75</u>	Accounts Payable	Graton Cal Card
							<u>76.75</u>		
							<u>76.75</u>		
							2,700.71		
Account Category: 51800 – Other Services									
Account Account: 51803 – Other Contract Services									
TCA: GCS300 – Graton CSD - Treatment									
11/2021	11-01-2021	AP00253520	77101	62030100	51803	GCS300	7,277.00	Accounts Payable	Operator Service Aug-Sept.
11/2021	11-08-2021	AP00254372	77101	62030100	51803	GCS300	<u>7,968.00</u>	Accounts Payable	Plant Operator Service
							<u>15,245.00</u>		
							<u>15,245.00</u>		
							15,245.00		
Account Category: 51900 – Interfund Expenses									
Account Account: 51902 – Telecommunication Usage									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-10-2021	AP00254504	77101	62030100	51902	GCS300	<u>86.15</u>	Accounts Payable	Graton Cal Card
							<u>86.15</u>		
							86.15		
Account Account: 51934 – ERP System Charges									
TCA: –									
11/2021	11-01-2021	0000253224	77101	62030100	51934		<u>311.06</u>	EFS 1ST BILLING 70% BUDGET + P	FY 21-22 EFS 1ST BILLING
							<u>311.06</u>		
							311.06		
Account Account: 51935 – Unclaimable ERP System Charges									
TCA: –									
11/2021	11-01-2021	0000253224	77101	62030100	51935		<u>8.20</u>	EFS 1ST BILLING 70% BUDGET + P	FY 21-22 EFS 1ST BILLING
							<u>8.20</u>		
							<u>8.20</u>		
							405.41		
Account Category: 52040 – Household Supplies Expense									
Account Account: 52042 – Janitorial Supplies									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-10-2021	AP00254504	77101	62030100	52042	GCS300	<u>34.02</u>	Accounts Payable	Graton Cal Card
							<u>34.02</u>		
							34.02		
Account Account: 52043 – Safety Supplies/Equipment									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-10-2021	AP00254504	77101	62030100	52043	GCS300	<u>55.12</u>	Accounts Payable	Graton Cal Card
							<u>55.12</u>		
							<u>55.12</u>		
							89.14		
Account Category: 52060 – Maintenance - Equipment									
Account Account: 52061 – Fuel/Gas/Oil									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-10-2021	AP00254504	77101	62030100	52061	GCS300	<u>582.14</u>	Accounts Payable	Graton Cal Card
							<u>582.14</u>		
							582.14		
Account Account: 52063 – Vehicle Parts									
TCA: GCS300 – Graton CSD - Admin & General									
11/2021	11-10-2021	AP00254504	77101	62030100	52063	GCS300	<u>110.16</u>	Accounts Payable	Graton Cal Card
							<u>110.16</u>		
							<u>110.16</u>		
							692.30		

Account Category: 52070 – Maintenance - Bldg & Improve

Account Account: 52072 – Chemicals

TCA: GCSD300 – Graton CSD - Treatment

11/2021	11-18-2021	AP00255160	77101	62030100	52072	GCSD300	<u>2,508.68</u>	Accounts Payable	Hydrofloc 820 275 Gal Tote
							<u>2,508.68</u>		
							<u>2,508.68</u>		
							2,508.68		

Account Category: 52080 – Medical, Dental, Laboratory

Account Account: 52081 – Medical/Laboratory Supplies

TCA: GCSD100 – Graton CSD - Admin & General

11/2021	11-10-2021	AP00254504	77101	62030100	52081	GCSD100	<u>49.27</u>	Accounts Payable	Graton Cal Card
							<u>49.27</u>		
							<u>49.27</u>		
							49.27		

Account Category: 52110 – Office Supplies Expense

Account Account: 52111 – Office Supplies

TCA: GCSD100 – Graton CSD - Admin & General

11/2021	11-10-2021	AP00254504	77101	62030100	52111	GCSD100	<u>84.49</u>	Accounts Payable	Graton Cal Card
							<u>84.49</u>		
							<u>84.49</u>		
							84.49		

Account Category: 52180 – Transportation and Travel

Account Account: 52181 – Business Meals/Supplies

TCA: GCSD100 – Graton CSD - Admin & General

11/2021	11-10-2021	AP00254504	77101	62030100	52181	GCSD100	<u>71.00</u>	Accounts Payable	Graton Cal Card
							<u>71.00</u>		
							<u>71.00</u>		
							71.00		

Account Category: 52190 – Utilities Expense

Account Account: 52191 – Utilities Expense

TCA: GCSD100 – Graton CSD - Admin & General

11/2021	11-08-2021	AP00254372	77101	62030100	52191	GCSD100	<u>198.25</u>	Accounts Payable	Decom & Public Purpose Prog.
							<u>198.25</u>		
							<u>198.25</u>		
							<u>198.25</u>		
							<u>38,817.68</u>		
							<u>47,673.00</u>		
							47,673.00		

Fund: 77103 – Graton CSD - Sanitation Const.

Account Type: 00001 – All Asset Accounts

Account Character: 19000 – Capital Assets

Account Category: 19800 – Proprietary Capital Purchases

Account Account: 19831 – Acq-CIP-Bldg & Impr

TCA: GCSD501 – Graton CSD Receiving Station

11/2021	11-01-2021	AP00254036	77103	62030300	19831	GCSD501	45.24	Accounts Payable	Gen Advice & Clean Graton
11/2021	11-10-2021	AP00254626	77103	62030300	19831	GCSD501	<u>678.60</u>	Accounts Payable	Neighbors for a Clean Graton
							<u>723.84</u>		
							<u>723.84</u>		
							<u>723.84</u>		
							<u>723.84</u>		
							<u>723.84</u>		
							48,396.84		

**Graton Community Services District
Summary Report
11-30-2021**

OPERATIONS	Estimates				Year to Date	Actuals with Estimates	Budget
	July-Sept	Oct-Nov	Dec-Feb	March-June			
Beginning Cash Balance:	743,861	455,103	368,953	708,278			
Revenues							
Property Taxes	(26,837)	-	534,796	497,849	(26,837)	1,005,809	1,003,340
Sewer Fees	-	12,726	6,061	17,161	12,726	35,948	15,000
Disaster Reimbursement / Grants	-	-	-	-	-	-	-
Sewer Permits	-	-	-	-	-	-	-
Other Miscellaneous	2,873	809	651	5,304	3,681	9,637	2,000
Total Revenue	(23,964)	13,535	541,509	520,314	(10,430)	1,051,394	1,020,340
Expenses							
Salaries & Employee Benefits	50,253	22,648	79,391	104,110	72,901	256,402	360,000
Utilities	22,072	8,569	18,917	44,653	30,641	94,210	105,000
Legal Services	9,747	-	-	9,861	9,747	19,608	-
Contract Services	52,245	15,959	16,335	1,010	68,204	85,549	106,000
Testing (Brelje & Race)	731	2,483	6,705	6,016	3,214	15,935	15,000
Chemicals	7,380	14,373	13,279	8,822	21,753	43,854	60,000
Accounting Services	-	-	7,500	-	-	7,500	16,500
Consulting Services	3,059	-	6,569	5,966	3,059	15,594	35,000
Depreciation	-	-	-	-	-	-	475,000
Equipment	-	-	-	-	-	-	4,000
Transfers Out (To Construction) - Debt Svc	103,450	-	-	103,450	103,450	206,900	206,900
Other Miscellaneous	41,433	35,652	53,488	43,615	77,085	174,187	223,730
Total Expenses	290,368	99,685	202,184	327,503	390,053	919,740	1,607,130
Other Cash Inflows/Outflows:							
- SRF Loan Proceeds	-	-	-	-			
- Audit Adjustment - PY SRF Loan proceeds	-	-	-	-			
Cash Adjustments (Accruals):	25,574.75	-	-	-			
Ending Cash Balance - Operations:	455,103	368,953	708,278	901,089			

CONSTRUCTION	Estimates				Year to Date	Actuals with Estimates	Budget
	July-Sept	Oct-Nov	Dec-Feb	March-June			
Beginning Cash Balance:	26,456	353,777	453,743	502,726			
Revenues							
Connection Fees	-	100,414	55,901	2,070	100,414	158,386	124,224
State Grant Revenue (adjusted to Revenue)	-	-	-	-	-	-	-
Transfers In (From Operations) - Debt Service	103,450	-	-	103,450	103,450	206,900	206,900
Other Miscellaneous	300,000	276	171	50,820	300,276	351,267	-

Total Revenue	403,450	100,690	56,072	156,340	504,140	716,553	331,124
Expenses							
Capital Asset Expenses	11,528	724	7,090	116,861	12,252	136,203	80,000
Interest Expense - Municipal Finance	23,877	-	-	71,848	23,877	95,725	89,071
Disposed Capital Asset	-	-	-	-	-	-	-
Total Expenses	35,406	724	7,090	188,709	36,130	231,928	169,071

Other Cash Inflows / Outflows:

- SRF Loan Proceeds	-	-	-	-	-	-	-
- Principal Payments - Municipal Finance	(58,209)	-	-	-	-	-	-
- Audit Adjustment - PY SRF Loan proceeds	-	-	-	-	-	-	-
Cash Adjustments (Accruals):	17,485.44	-	-	-	-	-	-
Ending Cash Balance - Construction:	353,777	453,743	502,726	470,357			

Capital Project Summary	Proj Balance	Year to Date	Project Total
Project Title	7/1/2021	Expenses	Life to Date
- Receiving Station (GCSD501)	176,987.02	10,034	187,021
- Plant Improvements (GCSD504)	10,131,577	2,218	10,133,795
- Groundwater Mointoring Wells (GCSD505)	1,868	-	1,868
- Totals	10,310,432	12,252	10,322,684

Graton Community Services District - Debt Summary

Municipal Finance Corporation

- Interest Rate: 4.85%
- Maturity Date: 4/5/2033
- Outstanding Balance 6/30/21: **\$1,865,630.11**

	Jul - Sep	Oct - Dec	Jan - Mar	Apr - Jun	Totals	Principal Balance
Payments:						YE
- Principal	58,209	-	59,620	-	117,829	1,860,117
- Interest	45,242	-	43,830	20,015	89,072	
Total MFC Payments	103,450	-	103,450	20,015	206,900	

Budget v. Actual - Combined

As Of = @prior-fiscal-month-end; Years = 1; Chart Fields = Fund,Account

Fund [77101,77103]

Run: 2021-12-01 09:53 AM

Account		FY 2022					
		Year-To-Date	Month-To-Date	Year-To-Date	Year-To-Date	Remaining	
Account	Account Description	Adjusted Budget	Actual	Actual	Encumbrances	Balance	Count
Fund: 77101 – Graton CSD - Sanitation							
Account Type: 00001 – All Asset Accounts							
19820	Acq-Machinery and Equipment	1,000.00	-	-	-	1,000.00	1
		1,000.00	-	-	-	1,000.00	1
Account Type: 00004 – All Revenues							
40003	Direct Charges - CY	(1,011,250.00)	-	-	-	(1,011,250.00)	1
40005	Prop Taxes - RDA Increment	-	-	-	-	-	1
40050	Property Tax Accrual	5,000.00	-	26,836.94	-	(21,836.94)	1
40202	Direct Charges - Prior Year	(10,000.00)	-	-	-	(10,000.00)	1
44002	Interest on Pooled Cash	(5,000.00)	-	(808.63)	-	(4,191.37)	1
44050	Unrealized Gains and Losses	3,000.00	-	-	-	3,000.00	1
45221	Sewer/Water Usage Fees	(15,000.00)	(12,726.11)	(12,726.11)	-	(2,273.89)	1
46040	Miscellaneous Revenue	(100.00)	-	(124.28)	-	24.28	1
46200	PY Revenue - Miscellaneous	-	-	(2,748.40)	-	2,748.40	1
		(1,033,350.00)	(12,726.11)	10,429.52	-	(1,043,779.52)	9
Account Type: 00005 – All Expense/Expenditure Accts							
50701	Perm Position - Local Bds	295,000.00	3,982.68	34,719.89	-	260,280.11	1
50703	Overtime - Local Bds	-	1,477.05	2,722.73	-	(2,722.73)	1
50706	Vacation Pay - Local Bds	-	-	4,934.87	-	(4,934.87)	1
50707	Standby Pay - Local Bds	-	1,613.44	12,867.43	-	(12,867.43)	1
50710	Sick Pay - Local Boards	-	-	2,763.51	-	(2,763.51)	1
50711	Holiday Pay - Local Boards	-	-	951.60	-	(951.60)	1
50753	FICA Retirement - Local Bds	-	438.54	3,655.53	-	(3,655.53)	1
50755	PERS - Local Bds	20,000.00	302.29	3,312.78	-	16,687.22	1
50756	Medicare - Local Bds	-	102.56	854.91	-	(854.91)	1
50757	HSA Reimbursement - Local Bds	-	-	636.34	-	(636.34)	1
50801	Health Ins - Local Bds	-	793.36	4,609.12	-	(4,609.12)	1
50803	Dental - Local Bds	-	135.00	879.40	-	(879.40)	1
50805	Vision - Local Bds	-	10.40	(7.00)	-	7.00	1
51021	Communication Expense	8,500.00	356.97	1,558.51	-	6,941.49	1
51031	Waste Disposal Services	1,500.00	-	240.57	-	1,259.43	1
51042	Insurance - Premiums	21,900.00	-	30,851.80	-	(8,951.80)	1
51046	Insurance - Workers Comp	16,100.00	-	-	-	16,100.00	1
51061	Maintenance - Equipment	25,000.00	16,416.46	18,808.67	-	6,191.33	1
51071	Maintenance - Bldg & Improve	10,000.00	-	12,268.85	-	(2,268.85)	1
51206	Accounting/Auditing Services	16,500.00	-	-	-	16,500.00	1
51207	Client Accounting Services	32,000.00	-	350.38	-	31,649.62	1

51212	Outside Counsel - Legal Advice	15,000.00	1,341.60	11,088.26	-	3,911.74	1
51225	Training Services	1,500.00	-	-	-	1,500.00	1
51226	Consulting Services	35,000.00	-	3,059.00	-	31,941.00	1
51231	Testing/Analysis	15,000.00	1,023.50	3,214.10	-	11,785.90	1
51237	Process Service	4,430.00	258.86	1,393.18	-	3,036.82	1
51244	Permits/License/Fees	12,000.00	76.75	76.75	-	11,923.25	1
51301	Publications and Legal Notices	5,000.00	-	988.00	-	4,012.00	1
51401	Rents and Leases - Equipment	2,500.00	-	-	-	2,500.00	1
51421	Rents and Leases - Bldg/Land	1,200.00	-	-	-	1,200.00	1
51601	Training/Conference Expenses	1,500.00	-	-	-	1,500.00	1
51602	Business Travel/Mileage	1,500.00	-	264.32	-	1,235.68	1
51801	Other Services	9,000.00	-	350.00	-	8,650.00	1
51803	Other Contract Services	106,000.00	15,245.00	68,203.86	-	37,796.14	1
51902	Telecommunication Usage	-	86.15	567.03	-	(567.03)	1
51916	County Services Chgs	7,500.00	-	-	-	7,500.00	1
51934	ERP System Charges	-	311.06	311.06	-	(311.06)	1
51935	Unclaimable ERP System Charges	-	8.20	8.20	-	(8.20)	1
52021	Clothing, Uniforms, Personal	1,500.00	-	103.73	-	1,396.27	1
52042	Janitorial Supplies	500.00	34.02	34.02	-	465.98	1
52043	Safety Supplies/Equipment	-	55.12	410.17	-	(410.17)	1
52061	Fuel/Gas/Oil	2,500.00	582.14	1,095.08	-	1,404.92	1
52063	Vehicle Parts	3,000.00	110.16	110.16	-	2,889.84	1
52071	Materials and Supplies Expense	-	-	919.04	-	(919.04)	1
52072	Chemicals	35,000.00	2,508.68	21,752.98	-	13,247.02	1
52081	Medical/Laboratory Supplies	500.00	49.27	205.16	-	294.84	1
52091	Memberships/Certifications	5,000.00	-	4,054.00	-	946.00	1
52101	Other Supplies	1,500.00	-	119.31	-	1,380.69	1
52111	Office Supplies	1,500.00	84.49	348.93	-	1,151.07	1
52117	Mail and Postage Supplies	-	-	166.00	-	(166.00)	1
52141	Minor Equipment/Small Tools	3,000.00	-	25.12	-	2,974.88	1
52162	Special Department Expense	1,500.00	-	-	-	1,500.00	1
52181	Business Meals/Supplies	500.00	71.00	115.00	-	385.00	1
52191	Utilities Expense	105,000.00	198.25	30,640.59	-	74,359.41	1
53402	Depreciation Expense	475,000.00	-	-	-	475,000.00	1
54333	Computer Equipment	5,000.00	-	-	-	5,000.00	1
57011	Transfers Out - within a Fund	206,900.00	-	103,450.00	-	103,450.00	1
		<u>1,511,530.00</u>	<u>47,673.00</u>	<u>390,052.94</u>	-	<u>1,121,477.06</u>	<u>57</u>
		479,180.00	34,946.89	400,482.46	-	78,697.54	67

Fund: 77103 – Graton CSD - Sanitation Const.**Account Type: 00001 – All Asset Accounts**

19831	Acq-CIP-Bldg & Impr	80,000.00	723.84	12,252.09	-	67,747.91	1
19832	Acq-CIP-Infrastructure	175,000.00	-	-	-	175,000.00	1
		<u>255,000.00</u>	<u>723.84</u>	<u>12,252.09</u>	<u>-</u>	<u>242,747.91</u>	<u>2</u>

Account Type: 00004 – All Revenues

44002	Interest on Pooled Cash	-	-	(275.66)	-	275.66	1
46024	Connection Fees	(124,224.00)	(100,414.40)	(100,414.40)	-	(23,809.60)	1
46200	PY Revenue - Miscellaneous	-	-	(300,000.00)	-	300,000.00	1
47101	Transfers In - within a Fund	(206,900.00)	-	(103,450.00)	-	(103,450.00)	1
		<u>(331,124.00)</u>	<u>(100,414.40)</u>	<u>(504,140.06)</u>	<u>-</u>	<u>173,016.06</u>	<u>4</u>

Account Type: 00005 – All Expense/Expenditure Accts

53103	Interest on LT Debt	89,071.00	-	23,877.47	-	65,193.53	1
59004	Administrative Control Account	117,829.00	-	58,208.77	-	59,620.23	1
59005	Admin Control Acct Clearing	(117,829.00)	-	(58,208.77)	-	(59,620.23)	1
		<u>89,071.00</u>	<u>-</u>	<u>23,877.47</u>	<u>-</u>	<u>65,193.53</u>	<u>3</u>
		<u>12,947.00</u>	<u>(99,690.56)</u>	<u>(468,010.50)</u>	<u>-</u>	<u>480,957.50</u>	<u>9</u>
		<u>492,127.00</u>	<u>(64,743.67)</u>	<u>(67,528.04)</u>	<u>-</u>	<u>559,655.04</u>	<u>76</u>



REGULAR MEETING MINUTES
Graton Community Services District (GCSD)
Meeting of the GCSD Board of Directors
Monday, November 15, 2021 at 6:00 PM

Various Locations – Teleconference Meeting Pursuant to Executive Order N-29-20

1. CALL TO ORDER 6:04 PM

2. ROLL CALL - Determination of a Quorum

Board President, Dave Clemmer, H; Board Vice President, David Upchurch H; Board Secretary, Jennifer Butler H; Max Wilmarth A.

3. APPROVE ORDER OF THE AGENDA

Carol Benfel Motioned to approve the order of the agenda and Jennifer Butler seconded.

Board President, Dave Clemmer, Y; Board Vice President, David Upchurch Y; Board Secretary, Jennifer Butler, Y; Max Wilmarth A; Carol Benfell Y.

4. PUBLIC COMMENT

Members of the public are invited to address the Board on those items which fall under the authority of the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format or requires another person to assist you while attending this meeting, please contact staff at the Graton Community Services District office at (707) 823-1542 as soon as possible (no later than 10 days before the scheduled meeting) to ensure that arrangements for accommodation may be provided.

5. **CONSENT CALENDAR**

- A. Confirm Expenditures and Revenue (Transactions) List for October 2021
- B. Review and confirm October 2021 Operations and Construction Financial Summaries
- C. Review and approval of Regular Meeting Minutes from October 18, 2021

Dave Upchurch Motioned to approve the items on the consent calendar and Jennifer Butler seconded

Board President, Dave Clemmer, Y; Board Vice President, David Upchurch Y; Board Secretary Jennifer Butler A; Max Wilmarth A; Carol Benfell Y.

6. **ACTION ITEMS**

- A. Review and approve Resolution 211115 authorizing teleconference meetings under AB 361.

David Upchurch Motioned to approve the method of collection and to adopt Resolution 211115 and Carol Benfell seconded.

Board President, Dave Clemmer, Y; Board Vice President, David Upchurch Y; Board Secretary, Jennifer Butler, A; Max Wilmarth A; Carol Benfell Y.

7. **DISCUSSION ITEMS**

- A. Report on Operator recruitment results

Jose told the Board he is going to advertise and send out to Zip Recruiter. Jose advised he would like to compare the salary range with other public agencies to make sure we are within the mid-range of what other agencies are offering.

- B. Report on General Manager RFP

Jose advised the RFP is completed and it is being sent out tomorrow. He added more technical information to the RFP and may have someone that is interested in the position. He will report back to the Board at their next meeting.

- C. Update on Website Upgrade Project

Jose reported to the Board that he continues to work with Linda and Beehive Design on the website. We will be working on uploading documents and providing them for uploading to the website.

- D. Report on Goranson & Associates status

Blake at Goranson & Associates advised Jose they will be unable to retain us for another year due to a shortage in staffing. However, Jose will reach out to Gorenson & Associates to see if they can extend our time with them. In the meantime, Jose will reach out to other firms this week and see if we can find someone for the next year.

E. Update on the GEG gas rate

Jose advised the Board that we are currently looking for a plumber. Jose met with PG&E and he needs to inquire if the Capstone needs certain pressures. A contractor came out to check the duct burner. The contractor advised he will send information for a contractor that does this type of work. We are hoping to get a plumber out to work on the gas line soon. The plumber we spoke with will provide us information to get the modification completed.

8. GENERAL MANAGER'S REPORT TO THE BOARD

A. Treatment Plant Operations Update

- Operations Report
- Overtime report

The Overtime and Operations reports were reviewed and discussed. Questions were asked and answers were provided to the Board.

B. Construction Update

- Meetings, Correspondence & Outreach

There was nothing to report

9. SUGGESTED ITEMS FOR FUTURE AGENDA

A. Pending items/old business

None

B. Future items/new business

None

Dave Upchurch Motioned that we adjourn the meeting Dave Clemmer seconded.

ADJOURNMENT 8:50 PM



**SPECIAL MEETING MINUTES
Graton Community Services District (GCS D)
Meeting of the GCS D Board of Directors
Thursday, December 2, 2021 at 6:00 PM**

Various Locations – Teleconference Meeting Pursuant to Executive Order N-29-20

1. CALL TO ORDER 6:09PM

2. ROLL CALL - Determination of a Quorum

Board President, Dave Clemmer, H; Board Vice President, David Upchurch, H; Board Secretary, Jennifer Butler, H; Carol Benfell, H; Max Wilmarth, A.

3. APPROVE ORDER OF THE AGENDA

David Upchurch Motioned to approve the order of the agenda Jennifer Butler seconded.

Board President, Dave Clemmer, Y; Board Vice President, David Upchurch, Y; Board Secretary, Jennifer Butler, Y; Carol Benfell, Y; Max Wilmarth, A.

4. PUBLIC COMMENT

Members of the public are invited to address the Board on those items which fall under the authority of the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format or requires another person to assist you while attending this meeting, please contact staff at the Graton Community Services District office at (707) 823-1542 as soon as possible (no later than 10 days before the scheduled meeting) to ensure that arrangements for accommodation may be provided.

5. ACTION ITEMS

A. Review and approve Resolution 211202 authorizing teleconference meetings under AB 361.

David Upchurch Motioned to approve Resolution 211202 to continue virtual meetings and Jennifer Butler seconded.

Board President, Dave Clemmer, Y; Board Vice President, David Upchurch Y
Board Secretary, Jennifer Butler, Y; Max Wilmarth A; Carol Benfell Y

B. Review and accept estimate from Mech-Pro and direct staff to issue purchase order.

After much discussion it was decided to table Action Item 8B and continue the discussion at a later date.

Caron Benfell Motioned to table estimate from Mech-Pro and David Upchurch seconded.

Board President, Dave Clemmer, Y; Board Vice President, David Upchurch y
Board Secretary, Jennifer Butler, Y; Max Wilmarth A; Carol Benfell Y

David Upchurch Motioned to adjourn the meeting and Jennifer Butler seconded.

ADJOURNMENT 7:39 PM

Minutes Approved

Date



12/20/21

RESOLUTION NO. 211220A

RESOLUTION AUTHORIZING TELECONFERENCE MEETINGS UNDER AB 361

WHEREAS, all meetings of the legislative bodies of the Graton Community Services District (“District”) are open and public, as required by the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”), and any member of the public may observe, attend, and participate in the business of such legislative bodies;

WHEREAS, on March 3, 2020, Sonoma County declared a state of emergency in response to the rapid spread of the novel coronavirus disease 2019 (“COVID-19”);

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency in response to COVID-19;

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means, after which District staff implemented virtual meetings for all meetings of legislative bodies within the District;

WHEREAS, the legislative bodies of the District, including the Board of Directors (“Board”) and committees, established remote meetings which have allowed the legislative bodies to continue to conduct District business from remote locations while ensuring the public’s continued access to government meetings in a safe manner;

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which terminated the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means effective September 30, 2021;

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021) (“AB 361”), which amended the Brown Act to allow local legislative bodies to continue to conduct meetings by teleconference under specified conditions and pursuant to special rules on notice, attendance, and other matters;

WHEREAS, AB 361, pursuant to Executive Order N-15-21, took full effect on October 1, 2021 and requires the District to make specific findings to continue meeting under special teleconference rules;

WHEREAS, in addition to finding the Governor has declared a State of Emergency pursuant to Government Code section 8625, such findings include that state or local officials have imposed or recommended measures to promote physical distancing, or, in the alternative, that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees;



WHEREAS, Governor Newsom has declared a state of emergency due to COVID-19, state and county officials have imposed or recommended measures to promote physical distancing, and the Board has determined that in person meetings of the legislative bodies of the District would present imminent risks to the health and safety of attendees;

WHEREAS, on August 3, 2021, in response to the emergence of the highly contagious Delta variant of COVID-19, which caused an increase in COVID-19 cases throughout the United States, State, and Sonoma County, the Sonoma County Health Officer issued an order for all individuals to wear masks when inside public spaces;

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least six feet from others outside of the household;

WHEREAS, Title 8, Section 3205, subdivision (c)(5)(D) of the California Code of Regulations, promulgated by the Division of Occupational Safety and Health of the California Department of Industrial Relations (“Cal/OSHA”), requires employers to provide instruction to employees on using a combination of “physical distancing, face coverings, increased ventilation indoors, and respiratory protection” to decrease the spread of COVID-19;

WHEREAS, “Protecting Workers: Guidance on Mitigating and Preventing the Spread of COVID-19 in the Workplace,” promulgated by the Occupational Safety and Health Administration (“OSHA”) under the United States Department of Labor, provides that “[m]aintaining physical distancing at the workplace for [unvaccinated and at-risk] workers is an important control to limit the spread of COVID-19” and recommends that employers train employees about the airborne nature of COVID-19 and importance of exercising multiple layers of safety measures, including physical distancing, and that employers implement “physical distancing in all communal work areas for unvaccinated and otherwise at-risk workers,” including physical distancing from members of the public, as a “key way to protect such workers”;

WHEREAS, due to the continued threat of COVID-19, the District continues to implement multiple layers of protection against COVID-19, including physical distancing, for the safety of employees and members of the public;

WHEREAS, the Board recognizes the recommendations by state and local officials to use physical distancing as a layer of protection against COVID-19 and desires to continue to provide a safe workplace for its employees and a safe environment for the open and public meetings of all legislative bodies of the District;

WHEREAS, the Board hereby finds that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees should meetings of the legislative bodies be held in person; and

WHEREAS, the Board shall ensure all meetings of the legislative bodies of the District comply with the special teleconference rules under the Brown Act, as amended by AB 361.

NOW, THEREFORE BE IT RESOLVED by the Graton Community Services District

GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542 • FAX 707/823-3713



Board of Directors, as follows:

Section 1. Recitals. The above recitals are true and correct and hereby incorporated into this Resolution.

Section 2. State of Emergency and Imminent Risks to Health and Safety. In compliance with the special teleconference rules of Section 54953 of the Government Code, as established by Assembly Bill 361 (2021), the Board of Directors hereby makes the following findings:

- a. The Board of Directors have considered the circumstances of the state of emergency; and
- b. The states of emergency, as declared by the Governor and Sonoma County, continue to impact directly the ability of all legislative bodies of the Graton Community Services District to safely meet in person; and
- c. The CDC, Cal/OSHA, and OSHA continue to recommend physical distancing of at least six feet to protect against transmission of COVID-19; and
- d. Meeting in person would present imminent risks to the health and safety of attendees, due to the continued presence and threat of COVID-19.

Section 3. Remote Teleconference Meetings. The District's legislative bodies are authorized to continue to meet remotely in compliance with the special teleconference rules of Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), in order to protect the health and safety of the public.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption. The Board of Directors will review these findings and the need to conduct meetings by teleconference within 30 days of the adoption of this Resolution in accordance with Government Code section 54953(e)(3).

DIRECTORS:

___ CLEMMER, ___ UPCHURCH, ___ BUTLER, ___ WILMARTH, ___ BENFELL.

AYES ___; NOES ___; ABSTAIN ___; ABSENT ___.

WHEREUPON, the President declared the above and foregoing Resolution duly adopted and SO ORDERED.

GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542 • FAX 707/823-3713



Approved:

David Clemmer
President, Board of Directors
Graton Community Services District

Attest:

Jennifer Butler
Secretary, Board of Directors
Graton Community Services District

3882342.2



12/20/21

RESOLUTION NO. 211220B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRATON COMMUNITY SERVICES DISTRICT APPROVING A CONSULTING SERVICES AGREEMENT WITH GHD INC. FOR DISTRICT ENGINEER AND ON-CALL SERVICES

WHEREAS, state law and district ordinances permits the Board of Directors to enter into consulting services agreements as may be appropriate, and District Staff has proposed that the Board of Directors accept the agreement from GHD, Inc. for district engineering and on-call services for the Graton Community Services District.

NOW, THEREFORE BE IT RESOLVED by the Graton Community Services District Board of Directors that the District hereby resolves as follows:

Section 1. Approval of Consulting Services Agreement with GHD, Inc. to provide district engineering services for the Graton Community Services District.

Board of Directors hereby approves a consulting services agreement with GHD, Inc. for district engineering services, attached hereto as Attachment A. Further, the Board of Directors hereby authorizes the Board President to execute an agreement, subject to approval as to form by the District Counsel.

Section 2. Effective Date

This Resolution shall take effect immediately upon adoption.

GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542 • FAX 707/823-3713



DIRECTORS:

___ CLEMMER, ___ PCHURCH, ___ BUTLER, ___ WILMARTH, ___ BENFELL.

AYES __; NOES __; ABSTAIN __; ABSENT __.

WHEREUPON the President declared the above and foregoing Resolution duly adopted and SO ORDERED.

Approved:

David Clemmer
President, Board of Directors
Graton Community Services District

Attest:

Jennifer Butler
Secretary, Board of Directors
Graton Community Services District

**CONSULTING SERVICES AGREEMENT BETWEEN
THE GRATON COMMUNITY SERVICES DISTRICT AND GHD, INC.
RELATED TO DISTRICT ENGINEERING SERVICES**

This Agreement is for the District's engineering services to be provided by GHD, Inc. ("GHD") to the District ("District") and is a part of the "Consulting Services Agreement" entered into on 2/22/21 between the District and GHD, Inc. ("Agreement") referred to herein as the "Agreement".

Section 1. SERVICES. The purpose of this Agreement is to provide for the District's engineering services to be provided by GHD, Inc. ("GHD") to the District ("District") and is a part of the "Consulting Services Agreement" entered into on 2/22/21 between the District and GHD, Inc. ("Agreement") referred to herein as the "Agreement".

1.1 Term of Services. The term of this Agreement shall commence on the effective date and shall continue until the completion of the services described in the Agreement or until the District notifies GHD, Inc. in writing that it is terminating the Agreement. The term of this Agreement shall be subject to the terms and conditions set forth in the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

1.2 Standard of Performance. GHD, Inc. shall perform the services described in the Agreement in a professional and diligent manner and shall conform to the standards of practice for the profession of engineering in the State of Colorado. GHD, Inc. shall not be held liable for any damages or losses resulting from the services provided hereunder.

1.3 Assignment of Personnel. GHD, Inc. shall assign qualified personnel to perform the services described in the Agreement. The District shall have the right to request that GHD, Inc. assign specific personnel to the project.

1.4 Time. GHD, Inc. shall complete the services described in the Agreement within the time frame set forth in the Agreement.

Section 2. COMPENSATION. The District shall pay GHD, Inc. the amount of the fee set forth in the Agreement for the services provided hereunder. The fee shall be paid in accordance with the terms and conditions set forth in the Agreement.

the Exhibits attached hereto, this Section shall prevail. District shall make no payment for additional services or expenses unless pursuant to an amendment to this Agreement executed by the Parties. Consultant shall submit all invoices to the District in the manner specified herein. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person.

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

- 2.1 Invoices.** Consultant shall submit invoices to the District, not more often than once a month during the term of this Agreement, based on the cost for services performed and costs incurred prior to the invoice date. The detailed invoices will be kept on file at the District's office. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - The total number of hours of work performed under the Agreement by Consultant and each employee of Consultant performing services hereunder; and
 - The Consultant's signature.
- 2.2 Monthly Payment.** District shall make monthly payments, based on invoices received, for services performed in accordance with this Agreement, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** District shall pay the last 5% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been performed in accordance with this Agreement.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 Payment upon Termination. In the event that the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities as may be reasonably necessary for Consultant's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, the Consultant and its subcontractors shall procure the types and amounts of insurance listed below. Prior to the Effective Date, the Consultant shall provide evidence satisfactory to District that all insurance required by this Agreement is in full force and effect in the form required hereby. The Consultant shall not allow any subcontractor to commence work on any portion of the Scope of Work until the Consultant or such subcontractor has obtained all insurance required herein for such subcontractor and has provided satisfactory evidence to District that such insurance is in effect. All insurance required pursuant to this Agreement shall be obtained and maintained throughout the term of this Agreement at the sole expense of the Consultant (or, if applicable, the Consultant's subcontractors).

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall

waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, and all subcontractors shall obtain and maintain commercial general and automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and designated volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the District, its officers, officials, employees, and designated volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or designated volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Consultant shall provide advance written notice to the District for any material change not provided by the carrier.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$500,000 per claim.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish District with certificates of insurance, including endorsements showing compliance with the requirements herein. All certificates of insurance shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and designated volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. Excluding the Professional Liability policy, no policy required by this Section 4 shall include a “wasting” policy limit (i.e., limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

4.4.6 Subcontractors. Consultant shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel selected by the District, and hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the District or its

officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise District shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that District would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. Consultant agrees to make reasonably available those data, plans, specifications, reports and other final documents that it prepares for the District. It is understood and agreed that documents and other materials that Consultant prepares pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Consultant agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the District become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Business Secret" or Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the contract. In submitting a proposal, Consultant agrees that this indemnification survives as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Notices. Any written notice to Consultant shall be sent to:
GHD, Inc.
Attn: Alex Culick, P.E., Managing Principal
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

Any written notice to District shall be sent to:
Graton Community Services District
Attn: District Manager
PO BOX 534
Graton, CA 95444

10.10 Integration. This Agreement, including the Exhibits listed in this Section, each of which is attached hereto and incorporated herein, represents the entire and integrated agreement between District and the Consultant with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral with respect thereto. In the event of any inconsistency between the text of this Agreement and the exhibits attached hereto, the text of this Agreement shall prevail.

Exhibit A Scope of Work
Exhibit B Consultant Fee Rates

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

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

GRATON COMMUNITY SERVICES DISTRICT

GHD, Inc.
Consultants

Alex Culick, Managing Principal

Approved as to Form:

District Counsel

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

1656.001 2630250.3



FY 2021 US West Region Rate Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	\$275
A02	Senior Technical Director 2	\$255
A03	Senior Technical Director 3	\$235
A04	Technical Director 1	\$215
A05	Technical Director 2	\$195
A06	Senior Professional 1	\$170
A07	Senior Professional 2	\$155
A08	Professional 1	\$135
A09	Professional 2	\$120
A10	Professional 3	\$110
A11	Intern	\$80
B01	Lead Design Technician 1	\$250
B02	Lead Design Technician 2	\$225
B03	Lead Design Technician 3	\$205
B04	Senior Design Technician 1	\$165
B05	Senior Design Technician 2	\$155
B06	Design Technician 1	\$145
B07	Design Technician 2	\$130
B08	Drafting/Design 1	\$120
B09	Drafting/Design 2	\$110
B10	Drafting/Design 3	\$100
B11	Drafting/Design 4	\$90
B12	Intern Drafting/Design	\$80
C01	Business Services Manager 1	\$250
C02	Business Services Manager 2	\$210

Finance Class Code		Rate
C03	Senior Admin Officer 1	\$155
C04	Senior Admin Officer 2	\$125
C05	Admin Officer 1	\$105
C06	Admin Officer 2	\$90
C07	Admin Officer 3	\$75
D01	Business Services Manager 1	\$275
D02	Business Services Manager 2	\$255
D03	Senior Admin Officer 1	\$215
D04	Senior Admin Officer 2	\$170
D05	Admin Officer 1	\$155
D06	Admin Officer 2	\$110
D07	Admin Officer 3	\$100
D08	Admin Officer 4	\$90
D09	Admin Officer 5	\$85
D10	Admin Officer 6	\$75
S01	Senior Construction Manager	\$250
S02	Construction Manager	\$205
S03	Lead Site Engineer/Supervisor	\$175
S06	Lead Inspector	\$165
S07	Senior Inspector	\$150
S08	Inspector / Specialist 1	\$135
S09	Inspector / Specialist 2	\$110
S10	Clerk / Specialist 3	\$80
S15	Operator/Laborer 1	\$125
S16	Operator/Laborer 2	\$105
S17	Operator/Laborer 3	\$95

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
- 3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%
- 4 The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to the projects at the following rates
 - a. General Associated Project Charges (APC): \$6.50 / hour
 - b. Environmental Department/Construction Inspector: \$11.50 / hour
 - c. Field Survey APC: \$15.00 / hour
- 5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
- 7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost
- 8 The Rate Schedule is subject to change annually (July 1st each year).



December 14th, 2021
Prepared by John Gibson

November 11th – December 13th 2021 Operations Report

November 17th & 19th Telstar out to set the control limits for the newly installed actuator on Fuzzy Filter A. Telstar's technicians were unable to get the actuator to function properly and meet the desired compression settings when in auto. The actuator in trouble alarm continued to trigger after being reset making the filter inoperable. On Dec. 2nd John Harvey, a programmer with Telstar troubleshooted the actuator and found two factory installed jumpers that were causing a short in the circuit. The potentiometer for the span setting also needed adjustment. Checked the limit and torque setting and adjusted the torque setpoint to match filter B. Tested the filter operation and cleared alarms. Fuzzy Filter A is operating correctly and back online.

November 22nd Contacted tech support for the SMVector frequency inverter controlling the SAF froth pump. Went through parameter and frequency settings. Set the limits not to exceed 4.4amps (4.8amps is the drive rating and 4.4amps is the motor rating). Set the inverter to auto restart after a fault.

November 29th – 30th Upon plant startup the SAF froth pump completely seized and unable to operate. Attempted to turn with a wrench and performed an overnight soak in a rust remover solvent but unable to break free. Completed the electrical connections for the backup froth unit and moved over the process hoses and the chemical feed pump. Tested the rotation on the backup SAF froth pump and placed in service.

December 6th Santa Rosa Fire Department out for annual fire extinguisher testing and inspection. Disassembled the SAF peristaltic sludge pump to replace leaking 2" hose. All four sealed roller in need of replacement. Removed rollers and tapped out bearings, purchased replacements from Sebastopol Bearing and pressed back in. Reinstalled shafts and new c-clips, installed new hose and greased to manufacture specs. Placed sludge pump back in service.

December 13th Miksis Services (MSI) out for annual cleaning of Lift Station #1. Isolated the lift station wet well by plugging of the collection system at the well influent manhole with a bypass system on standby and pumped the wet well down to the lower limits. MSI cleaned and vactored out the grease mat from the lift station and emptied into treatment pond #1. Removed the collection system plug and placed the lift station back in service. Noticed the automatic dialer did not call out during a high-water alarm. Troubleshooted the system and found that the dialer was still set up for local call outs and the area codes needed to be added to the program. Added the appropriate call out numbers and reset the dialer.

Update on the 75hp effluent pump - Jason at PumpMan said the rebuild should be done within a week at a cost of about &1,200 and we can schedule the installation when complete. He priced out a new motor at a cost of \$10,658.57 including installation and is waiting to hear back for a whole skid replacement cost quote.

GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542



Capstone Turbine – The parts for the overhaul have been ordered but have delivery delays. CAL Microturbine will notify the District once the parts are in to schedule the overhaul.

Jason McSmith has approved the use of chlorine for additional disinfection as long as the water is not discharged to Atascadero Creek. On December 14th the pasteurization effluent was diverted to the chlorine contact chamber (CCT) and the use of chlorine tablets was put into place for additional disinfection. The CCT effluent is being diverted to the West holding pond for isolation and for use as irrigation at a later date.

Operator	Date	Time	OT Hrs.	Alarm Call	Operator Response
John	11/12/2021		2		Discharge to Atascadero creek sampling and operating procedures. Posted agenda.
John	11/13/2021		2		Discharge to Atascadero creek sampling and operating procedures.
John	11/14/2021		2		Discharge to Atascadero creek sampling and operating procedures.
John	11/16/2021	18:50	1	FF common high alarm	Logged in, FFb in alarm - extended purge cycle. Acknowledged and reset alarm. FFb completed the wash and came back online.
John	11/19/2021		9.47		Met with Telstar to set the 4-20ma limits on Fuzzy Filter A. 18:57 call out "SAF froth pump fail" Logged in and reset/restarted the SAF system.
John	11/20/2021		2		Sampling and operating procedures for discharge to Atascadero creek and treatment processes.
John	11/21/2021	7:44 & 15:20	4	SAF froth pump fail. PTG high pressure shutdown.	7:44 call out "SAF froth pump fail" Logged in and reset/restarted the SAF system. 15:23 PTG high pressure shutdown. Responded to the plant. Shut down and cleaned treatment and disinfection processes. Sampling and operating procedures for discharge to Atascadero creek.
John	12/2/2021		1		Attended special Board meeting.
John	12/10/2021		3		Weekend duties. Continued to process water due to storm events and high pond levels.