

MURPHYS SANITARY DISTRICT

"To provide the highest level of collection, treatment and disposal of wastewater at the lowest cost possible to the user of the Murphys Sanitary District."

Regular Board Meeting
Thursday, April 13, 2023
10:00 a.m.



Murphys Sanitary District Office
15 Ernest Street
Murphys, CA 95247

AGENDA

Board meetings are open to the public and the following alternative is available to members of the public who wish to participate in the meeting virtually:

Join the meeting [Click Here](#)

Meeting Number 2556 849 1682 Meeting Password: 04132023

Join by phone 1-415-655-0001 Access code 2556 849 1682

CALL TO ORDER\ PLEDGE OF ALLEGIANCE

1. **Motion to Approve Member Requests to Participate Remotely Due to Just Cause and/or Emergency Circumstances Pursuant to AB2449.**
2. **Roll Call**
3. **Agenda Changes**
4. **Public Comment** (*Limit 5 minutes per person*) on items not appearing on agenda.
At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda.
5. **Consent Agenda - Discussion\Possible Action** The following items are expected to be routine non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.
 - a) Financial Reports March 2023
 - b) Minutes: 03/09/2023 Regular Meeting

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>

6. New Business

- a) Discussion/Action- Approve Check Signing Policy
- b) Discussion/Action-Approve Rate Study RFP for FY 2024/2025
- c) Discussion/Action-Approve Investment Policy
- d) Discussion/Action-Approve formation of new Investment/Finance Advisory Committee

7. Old Business

8. Staff Reports

- a) Administration
- b) Operation

9. Board and Committee Reports

- a) Ad Hoc Investment/Finance Review Committee-see agenda item 6.C

10. Future Agenda Items/Director Comments

11. Next Regular Meeting: May 11, 2023 10:00 a.m.

12. CLOSED SESSION

Public Employee Evaluation
(Government Code Section 54957 (b)(1)(2))

- Operations Manager
- Administration Manager

12. Reportable Action from Closed Session

13. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the **Murphys Sanitary District at 209-728-3094**. Notification in advance of the meeting will enable MSD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at MSD for review by the public.

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Meller, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>

Murphys Sanitary District
Operating and Investment Fund Balances
As of March 31, 2023

March 31, 2023

Operating and Investment Funds

Operating Fund 132,575.35

Cash Drawer 200.00

Investment Fund Accounts

UBS Investments

UBS #6 T-Bill 05-25-23 4.58% 200,000.00

UBS #5 T-Bill 09-23-23 5.20% 200,000.00

UBS #4 T-Bill 08-17-2023 4.849% 200,000.00

UBS #3 T-Bill 07-13-23 4.67% 200,000.00

UBS #2 T-Bill 06-22-23 4.65% 200,000.00

UBS #1 T-Bill 05-11-23 4.45% 200,000.00

Total UBS Investments 1,200,000.00

LAIF 2.71% 1,132,434.03

Investment Fund Accounts 2,332,434.03

Operating and Investment Funds 2,465,209.38

Murphys Sanitary District Expense Disbursement Report March 2023

Type	Date	Num	Name	Memo	Amount
Check	03/01/2023	EFT	coPOWER	Dental & Vision Insurance	-757.03
Bill Pmt -Check	03/01/2023	10313	Black Water Consulting Engineers Inc.	Collection Sytem Funding Application	-1,646.50
Bill Pmt -Check	03/01/2023	10314	Black Water Consulting Engineers Inc.	WWTP Upgrade Project II CFA	-6,149.00
Bill Pmt -Check	03/01/2023	10315	Mountain Oasis Water	Drinking Water	-73.70
Bill Pmt -Check	03/01/2023	10316	Calaveras Lumber	Protective eye wear	-17.10
Bill Pmt -Check	03/01/2023	10317	AT&T Internet - Six Mile	Internet - Six Mile	-53.50
Bill Pmt -Check	03/06/2023	10318	Alpha	Research and Monitoring	-421.00
Bill Pmt -Check	03/06/2023	10319	Aramark	Uniforms	-206.04
Bill Pmt -Check	03/06/2023	10320	Cisco Fire Sprinklers Inc.	Annual Fire Inspection	-132.00
Bill Pmt -Check	03/06/2023	10321	Mother Lode Answering Service	Answering Service	-296.00
Bill Pmt -Check	03/06/2023	10322	Sierra Hills Market		-40.62
Bill Pmt -Check	03/06/2023	10323	Signal Service	Alarm system upgrade & addition	-800.86
Bill Pmt -Check	03/06/2023	10324	Proper Pruning Services	Tree Removal - Pump House	-2,200.00
Bill Pmt -Check	03/06/2023	10325	Landscaper Alfredo Leon Martinez	Yard maintenance Office Building	-200.00
Bill Pmt -Check	03/08/2023	10326	UPUD	735 Six Mile Rd	-217.24
Bill Pmt -Check	03/08/2023	10327	UPUD	735 Six Mile Rd - M	-74.63
Bill Pmt -Check	03/08/2023	10328	UPUD	26 Emerald Ct- M	-74.63
Bill Pmt -Check	03/08/2023	10329	UPUD	15 Ernest St - M	-74.63
Paycheck	03/08/2023	10337	Fillmore, Kristina V	Payroll 3/08/2023	-1,839.46
Paycheck	03/08/2023	10338	Hemstad, Eric N	Payroll 3/08/2023	-1,896.33
Paycheck	03/08/2023	10339	Milliken, Amy R	Payroll 3/08/2023	-914.84
Paycheck	03/08/2023	10340	Mote, Summer Y	Payroll 3/08/2023	-430.92
Paycheck	03/08/2023	10341	Murphy, Daniel W.	Payroll 3/08/2023	-2,816.71
Paycheck	03/08/2023	10342	Onstad, Joseph C	Payroll 3/08/2023	-2,551.32
Paycheck	03/08/2023	10343	Schroeder, Teri L	Payroll 3/08/2023	-228.62
Liability Check	03/08/2023	EFT	CalPERS	Payroll 3/08/2023	-2,374.50
Liability Check	03/08/2023	EFT	EDD	Payroll 3/08/2023	-624.84
Liability Check	03/08/2023	EFT	EFTPS Federal Taxes	Payroll 3/08/2023	-3,199.40
Bill Pmt -Check	03/08/2023	10344	Calaveras Power Agency	WWTP - Electric	-7,099.00
Bill Pmt -Check	03/08/2023	10345	Modesto Welding Products	Argon rental and Oxygen charges	-16.00
Bill Pmt -Check	03/08/2023	10346	Murphys RV-The Car Doctor	Diesel/Propane	-77.49
Bill Pmt -Check	03/08/2023	10347	Black Water Consulting Engineers Inc.	Collection System Funding Application	-3,676.50
Check	03/08/2023	EFT	Vanco Services	Vanco monthly set up and service fees	-100.00
Bill Pmt -Check	03/09/2023	10348	Bruce Miller	Regular Board Meeting - March 2023	-100.00
Bill Pmt -Check	03/09/2023	10349	Joseph Fontana	Regular Board Meeting - March 2023	-100.00
Bill Pmt -Check	03/09/2023	10350	Marty Mellera	Regular Board Meeting - March 2023	-100.00
Bill Pmt -Check	03/09/2023	10351	Paige Mc Math-Jue	Regular Board Meeting - March 2023	-100.00
Bill Pmt -Check	03/09/2023	10352	Steve Gonzales	Regular Board Meeting - March 2023	-100.00
Bill Pmt -Check	03/09/2023	10353	E & M Auto Detail	Truck - Window Replacement	-400.00
Check	03/13/2023	10354	GYU0001	GYU0001 - Overpayment returned	-88.50
Bill Pmt -Check	03/13/2023	10355	AT&T Murphys Grade Alarm	Murphys Grade - Alarm Access Line	-106.89
Bill Pmt -Check	03/13/2023	10356	Carbon Copy	Toner - Copy Machine	-402.60
Bill Pmt -Check	03/13/2023	10357	Mead & Hunt	WW Indundation Mapping & EAP - Feb 2023	-140.00
Bill Pmt -Check	03/13/2023	10358	Computer Firemen	E-mail Hosting	-120.00
Bill Pmt -Check	03/16/2023	10359	AALR & R Attorneys at Law	AB2449 Policy Update & Checklist	-117.60
Bill Pmt -Check	03/16/2023	10360	Black Water Consulting Engineers Inc.	Collection System Funding Application	-3,531.50
Bill Pmt -Check	03/16/2023	10361	US Bank	Mic. office supplies; Education' Fuel; Software & W	-3,066.00
Bill Pmt -Check	03/20/2023	10362	Bruce Miller	IRWM & Mileage	-80.13
Bill Pmt -Check	03/20/2023	10363	Mozingo Construction, Inc.	Storm Drain Repair- Valve Replacement	-5,485.41
Bill Pmt -Check	03/20/2023	10364	PGE-Emerald Creek Pump Station	Emerald Creek - Electric	-172.34
Bill Pmt -Check	03/20/2023	10365	PGE-Office	Office - Electric	-264.09
Bill Pmt -Check	03/20/2023	10366	Petty Cash	Petty Cash Reimbursement Check	-128.22
Bill Pmt -Check	03/21/2023	10367	Comcast Business	Office - Phone/Internet	-193.78
Bill Pmt -Check	03/21/2023	10368	Signal Service	Alarm System	-188.28
Paycheck	03/22/2023	10370	Hemstad, Eric N	Payroll 3/22/2023	-1,563.13
Paycheck	03/22/2023	10371	Milliken, Amy R	Payroll 3/22/2023	-947.04
Paycheck	03/22/2023	10372	Mote, Summer Y	Payroll 3/22/2023	-153.62
Paycheck	03/22/2023	10373	Murphy, Daniel W.	Payroll 3/22/2023	-3,002.36
Paycheck	03/22/2023	10374	Onstad, Joseph C	Payroll 3/22/2023	-2,458.65
Paycheck	03/22/2023	10375	Schroeder, Teri L	Payroll 3/22/2023	-444.25

Murphys Sanitary District Expense Disbursement Report March 2023

Type	Date	Num	Name	Memo	Amount
Paycheck	03/22/2023	10376	Fillmore, Kristina V	Payroll 3/22/2023	-1,719.96
Liability Check	03/22/2023	EFT	CalPERS	Payroll 03/22/23	-2,390.32
Liability Check	03/22/2023	EFT	EDD	Payroll 03/22/23	-603.53
Liability Check	03/22/2023	EFT	EFTPS Federal Taxes	Payroll 03/22/23	-3,087.28
Check	03/22/2023	EFT	CalPERS Health Insurance	Employee and Dependent Coverage (Onstad, Hem	-9,391.83
Bill Pmt -Check	03/23/2023	10378	AT&T Six Mile Phone	Six Mile - Phone Final	-319.80
Bill Pmt -Check	03/23/2023	10379	Dept of Water Resources	Annual Dam Fee - 2023/2024	-8,565.00
Bill Pmt -Check	03/27/2023	10380	SDRMA	Annual Workmans Comp 2021/2022	-1,822.51
Bill Pmt -Check	03/27/2023	10381	Carbon Copy	Copy Machine - Office	-29.95
Bill Pmt -Check	03/27/2023	10382	Comcast Business	Emerald Creek - Alarm Acces Line	-109.19
Bill Pmt -Check	03/27/2023	10383	Carbon Copy	Copy Machine - Six Mile	-25.20
Bill Pmt -Check	03/30/2023	10384	AT&T Internet - Six Mile	Six Mile - Internet	-53.50
Bill Pmt -Check	03/30/2023	10385	Calaveras Lumber	Misc Cleaning Supplies	-44.50

Mar 23

Murphys Sanitary District
Profit & Loss Budget vs. Actual-Operating Budget
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Monthly Billing				
4100 · Srv Chrgs - Residential	514,123.46	666,440.00	-152,316.54	77.1%
4102 · Srv Chrgs - Apartments	29,400.00	38,160.00	-8,760.00	77.0%
4104 · Srv Chrgs - Lodges/Churches	3,300.00	4,320.00	-1,020.00	76.4%
4106 · Srv Chrgs - School	3,264.00	4,272.00	-1,008.00	76.4%
4108 · Srv Chrgs - Commercial	133,467.68	178,695.00	-45,227.32	74.7%
Total Monthly Billing	683,555.14	891,887.00	-208,331.86	76.6%
Misc Income				
4999 · Rental Income	5,850.00	7,800.00	-1,950.00	75.0%
4110 · Pln Chk & Inspection Fees	425.00	500.00	-75.00	85.0%
4111 · Late Fees	2,151.77	2,500.00	-348.23	86.1%
4120 · Taxes	86,679.64	135,000.00	-48,320.36	64.2%
4130 · Other Services	1,347.50	1,800.00	-452.50	74.9%
4140 · General Reserve Interest				
4141 · LAIF Interest	13,153.94	0.00	13,153.94	100.0%
4140 · General Reserve Interest -...	9,258.19	4,000.00	5,258.19	231.5%
Total 4140 · General Reserve Interest	23,818.59	4,000.00	19,818.59	595.5%
4150 · Vacant lot Billing	1,500.00	1,600.00	-100.00	93.8%
4160 · Refunds - Rebates	490.16	500.00	-9.84	98.0%
4170 · Connection Fees	0.00	0.00	0.00	0.0%
Total Misc Income	122,262.66	153,700.00	-31,437.34	79.5%
Reserves				
4200 · Capital Reserves	0.00	0.00	0.00	0.0%
Total Reserves	0.00	0.00	0.00	0.0%
Grant Income				
4901.00 · WWTP Upgrade Grant Re...	0.00	0.00	0.00	0.0%
Total Grant Income	0.00	0.00	0.00	0.0%
Total Income	805,817.80	1,045,587.00	-239,769.20	77.1%
Gross Profit	805,817.80	1,045,587.00	-239,769.20	77.1%
Expense				
Wages				
5001.00 · Wages - Operations	156,112.96	211,855.00	-55,742.04	73.7%
5001.50 · Wages - Office	121,535.95	159,233.31	-37,697.36	76.3%
5002.00 · Overtime - Operations	5,388.97	6,000.00	-611.03	89.8%
5002.50 · Overtime - Office	0.00	500.00	-500.00	0.0%
5005.00 · On-Call Comp - Operations	12,000.00	15,600.00	-3,600.00	76.9%
Total Wages	295,037.88	393,188.31	-98,150.43	75.0%
Employee Benefits				
5010.00 · Health Insurance - Operati...	80,430.97	108,000.00	-27,569.03	74.5%
5010.50 · Health Insurance Adminis...	31,060.94	42,000.00	-10,939.06	74.0%
5015.00 · Accrued Vac - Operations	0.00	3,951.00	-3,951.00	0.0%
5015.50 · Accrued Vac - Administrat...	0.00	1,701.00	-1,701.00	0.0%
5020 · Pension Expense				
5020.10 · Contra Pension Expense	4,397.00	18,174.00	-13,777.00	24.2%
5020.00 · calPERS Retirement - ...	12,659.92	16,785.95	-4,126.03	75.4%
5020.50 · calPERS Retirement - ...	5,637.43	10,135.00	-4,497.57	55.6%
Total 5020 · Pension Expense	22,694.35	45,094.95	-22,400.60	50.3%
Total Employee Benefits	134,186.26	200,746.95	-66,560.69	66.8%
PR Taxes				
5030.50 · FICA-Medicare	26,068.07	36,438.80	-10,370.73	71.5%
Total PR Taxes	26,068.07	36,438.80	-10,370.73	71.5%

Murphys Sanitary District
Profit & Loss Budget vs. Actual-Operating Budget
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
WORKERS' COMPENSATION				
5040.00 · Workers' Comp – Operati...	17,000.31	16,000.00	1,000.31	106.3%
5040.50 · Workers' Comp. – Admini...	1,420.00	700.00	720.00	202.9%
Total WORKERS' COMPENSATION	18,420.31	16,700.00	1,720.31	110.3%
OPERATIONS - Maint & Repairs				
6001.10 · R&M - Collection	1,451.45	3,000.00	-1,548.55	48.4%
6001.20 · R&M - Treatment	1,832.67	3,000.00	-1,167.33	61.1%
6002.40 · R&M - Truck	643.50	4,000.00	-3,356.50	16.1%
6003.40 · R&M - Tractor	71.08	1,000.00	-928.92	7.1%
6004.40 · R&M - Trailer-Trash Pumps	0.00	500.00	-500.00	0.0%
6005.40 · R&M - Hydro Equipment	860.72	1,000.00	-139.28	86.1%
6006.40 · R&M - Sml Tools & Equip...	871.86	1,000.00	-128.14	87.2%
Total OPERATIONS - Maint & Repairs	5,731.28	13,500.00	-7,768.72	42.5%
OPERATIONS - Supplies				
7011.00 · Office Supplies	1,203.91	2,500.00	-1,296.09	48.2%
6010.00 · Equipment Rental	0.00	350.00	-350.00	0.0%
6011.00 · Gas-Oil-Fuel	3,978.27	9,500.00	-5,521.73	41.9%
6012.10 · Supplies - Collection	296.27	1,500.00	-1,203.73	19.8%
6012.20 · Supplies - Treatment	18,119.40	35,000.00	-16,880.60	51.8%
6013.00 · Safety Supplies	369.10	1,000.00	-630.90	36.9%
6014.00 · Tools - Equipment CIP	0.00	0.00	0.00	0.0%
6015.00 · Uniforms	2,183.05	4,000.00	-1,816.95	54.6%
Total OPERATIONS - Supplies	26,150.00	53,850.00	-27,700.00	48.6%
OPERATIONS - Utilities				
6021.10 · Electric - Water Collection	25,335.71	20,440.00	4,895.71	124.0%
6021.20 · Elec. - Water - Garbage W...	38,637.49	40,304.00	-1,666.51	95.9%
6022.00 · Telephone - Internet	3,746.62	4,600.00	-853.38	81.4%
Total OPERATIONS - Utilities	67,719.82	65,344.00	2,375.82	103.6%
OPERATIONS - Other				
6031.20 · Education Operations	2,167.10	3,000.00	-832.90	72.2%
6032.20 · Research - Monitoring	18,554.87	24,000.00	-5,445.13	77.3%
6033.00 · Answering Service	2,758.00	3,600.00	-842.00	76.6%
6034.00 · Security-Alarm Service	4,330.22	7,500.00	-3,169.78	57.7%
Total OPERATIONS - Other	27,810.19	38,100.00	-10,289.81	73.0%
ADMINISTRATIVE - Rents - Leases				
7050.10 · Rents & Leases - Collection	720.00	720.00	0.00	100.0%
7050.50 · Rents & Leases	0.00	0.00	0.00	0.0%
Total ADMINISTRATIVE - Rents - Leases	720.00	720.00	0.00	100.0%
ADMINISTRATIVE - Supplies				
7011.50 · Office Supplies	6,866.79	4,000.00	2,866.79	171.7%
7012.50 · Postage	1,173.00	3,300.00	-2,127.00	35.5%
7013.50 · Printing	76.16	300.00	-223.84	25.4%
7014.00 · Publications	0.00	300.00	-300.00	0.0%
7015.50 · Office Equipment - Softwa...	3,188.11	3,000.00	188.11	106.3%
7016.50 · Website-email Expenses	407.74	500.00	-92.26	81.5%
Total ADMINISTRATIVE - Supplies	11,711.80	11,400.00	311.80	102.7%
ADMINISTRATIVE - Utilities				
7021.50 · Electric - Water Office	3,080.89	3,828.00	-747.11	80.5%
7022.50 · Telephone-Internet Access	2,507.61	4,400.00	-1,892.39	57.0%
Total ADMINISTRATIVE - Utilities	5,588.50	8,228.00	-2,639.50	67.9%

Murphys Sanitary District
Profit & Loss Budget vs. Actual-Operating Budget
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
ADMINISTRATIVE - Other				
7030.50 · Bank Charges - Vanco Fees	896.50	1,200.00	-303.50	74.7%
7031.50 · County Lien Costs -Mileage	441.69	500.00	-58.31	88.3%
7034.50 · Education	3,556.33	3,000.00	556.33	118.5%
7035.50 · Memberships	13,396.90	10,500.00	2,896.90	127.6%
7036.50 · Grant Expenses	0.00	2,500.00	-2,500.00	0.0%
7099.50 · 15 Ernest St Building RM	2,150.00	3,000.00	-850.00	71.7%
Total ADMINISTRATIVE - Other	20,441.42	20,700.00	-258.58	98.8%
ADMINISTRATIVE - Insurance				
7040.50 · Liability - Property Ins	29,811.60	29,000.00	811.60	102.8%
Total ADMINISTRATIVE - Insurance	29,811.60	29,000.00	811.60	102.8%
ADMINISTRATIVE – Professional				
7054.50 · Office Cleaning	540.00	720.00	-180.00	75.0%
7053.50 · Accounting Services	9,700.00	9,700.00	0.00	100.0%
7051.50 · Professional-Legal Services	117.60	6,000.00	-5,882.40	2.0%
7052.50 · Board Expenses	8,089.15	11,000.00	-2,910.85	73.5%
Total ADMINISTRATIVE – Professional	18,446.75	27,420.00	-8,973.25	67.3%
ADMINISTRATIVE - License-Permit				
7070.00 · State Permits-Reporting	36,967.00	41,000.00	-4,033.00	90.2%
7071.00 · Plan Check Permits -	225.00	500.00	-275.00	45.0%
Total ADMINISTRATIVE - License-Permit	37,192.00	41,500.00	-4,308.00	89.6%
ADMINISTRATIVE - Advertising				
7080.50 · Advertising	52.50	750.00	-697.50	7.0%
7081.50 · Customer Outreach	648.75	750.00	-101.25	86.5%
Total ADMINISTRATIVE - Advertising	701.25	1,500.00	-798.75	46.8%
ADMINISTRATIVE – Engineering				
8500.50 · Engineering-General	3,796.75	7,500.00	-3,703.25	50.6%
Total ADMINISTRATIVE – Engineering	3,796.75	7,500.00	-3,703.25	50.6%
ADMINISTRATIVE - Debt Service				
9030.00 · WWTP Upgrade SRF Loan	43,670.48	43,670.48	0.00	100.0%
Total ADMINISTRATIVE - Debt Service	43,670.48	43,670.48	0.00	100.0%
Total Expense	773,204.35	1,009,506.54	-236,302.19	76.6%
Net Ordinary Income	32,613.45	36,080.46	-3,467.01	90.4%
Net Income	32,613.45	36,080.46	-3,467.01	90.4%

Murphys Sanitary District
Profit & Loss Budget vs. Actual - Reserve Budget
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
CAPITAL INCOME				
Grant Funds-Plant Upgrade II	0.00	390,000.00	-390,000.00	0.0%
Grant Funds-Collection System	0.00	3,500,000.00	-3,500,000.00	0.0%
Cash from Operating Account	0.00	36,080.46	-36,080.46	0.0%
Connection Fees Collected	60,000.00	40,000.00	20,000.00	150.0%
Total CAPITAL INCOME	<u>60,000.00</u>	<u>3,966,080.46</u>	<u>-3,906,080.46</u>	<u>1.5%</u>
Total Other Income	60,000.00	3,966,080.46	-3,906,080.46	1.5%
Other Expense				
CAPITAL REPAIR & MAINTENANCE				
9016.10 · CollectionSystem Replacement ...	46,100.00	3,500,000.00	-3,453,900.00	1.3%
9999.00 · 15 Ernest St Improvements	3,927.00	15,000.00	-11,073.00	26.2%
9007.00 · Capital Equipment	17,078.73	22,600.00	-5,521.27	75.6%
9021.00 · C I P Projects	0.00	0.00	0.00	0.0%
9022.00 · CIP - WWTP Upgrade Part II	17,429.50	390,000.00	-372,570.50	4.5%
Total CAPITAL REPAIR & MAINTENANCE	<u>84,675.23</u>	<u>3,927,600.00</u>	<u>-3,842,924.77</u>	<u>2.2%</u>
Total Other Expense	84,675.23	3,927,600.00	-3,842,924.77	2.2%
Net Other Income	<u>-24,675.23</u>	<u>38,480.46</u>	<u>-63,155.69</u>	<u>-64.1%</u>
Net Income	<u><u>-24,675.23</u></u>	<u><u>38,480.46</u></u>	<u><u>-63,155.69</u></u>	<u><u>-64.1%</u></u>

Murphys Sanitary District



MINUTES – Regular Board Meeting
Thursday, March 9, 2023
15 Ernest St Ste. A
Murphys, Ca 95247

CALL TO ORDER 10:00 a.m.

PLEDGE OF ALLEGIANCE

1. Roll Call – *Joseph Fontana, Marty Meller, Bruce Miller, Steve Gonzales, Paige McMath-Jue*
2. Agenda Changes - *None*
3. Public Comment – *None*
4. Consent Agenda
 - a) Financial Reports February 2023 – *Withdrawn for Discussion*
 - b) Minutes: 02/09/2023 Regular Meeting

Motion: Directors J. Fontana & S. Gonzales motion to accept the Consent Agenda; Line Item 4b Minutes 02/09/2023 Regular Board Meeting: Approved 5-0

Motion: Directors S. Gonzales & J. Fontana motion to accept Consent Agenda; Line Item 4a Financial Reports February 2023: Approved 4-0-1

5. New Business

- a) AquaPyr Title 22 Approval Sponsor Process Presentation – *Simon Morris presents information on the AquaPyr Filter System and potential future benefits.*

Motion: Directors P. McMath-Jue & J. Fontana motion to sponsor AquaPyr in the Title 22 application: Approve 5-0

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Meller, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>

b) USB T-Bill Investment #5 – *Brief discussion*

Motion: Directors P. McMath-Jue & J. Fontana motion to roll-over the current USB T-Bill at 5.1%: Approved 5-0

c) Board Member Teleconferencing Policy – *Board & Staff Review & Discuss*

Motion: Directors S. Gonzales & P. McMath-Jue motion to accept the Teleconferencing Policy 4240: Approved: 5-0

d) Customer request for relief of monthly usage fees (491 Williams St) – *Board & Staff Review & Discuss*

Motion: Directors Paige McMath-Jue & S. Gonzales motion to accept the relief of monthly fees for 491 Williams St as requested. The homeowner must provide the documentation from the County as requested by MSD, must be finalized by the county and a new inspection has to be signed off by the MSD Operations Manager for reconnection: Approved 3-0-2

6. Old Business

a) Form 700- *Information only*

b) Administration email updates - *Information only & Instructions provided to Board Members*

7. Staff Reports – K. Fillmore & D. Murphy Reports

a) Administration – *Kristina gives brief status updates: Finals pending for Murphys Oaks Subdivision; Blackwater is working on a schedule & design for the WWTP Upgrade II & Collections Project; Based on the median household income, Murphys is considered a severe “Disadvantaged Community” which prioritizes our project – Information only*

b) Operations – *D. Murphy informs the board of an “Emergency” contingency plan pending the extreme weather event; An Air Valve broke on one of the Force Mains and had to be repaired by Mazingo, replacement of the pipe is a high priority – Information only*

8. Board and Committee Reports

a) AdHoc Employee Benefit Review Committee – *Nothing to report*

b) AdHoc Budget/Finance Review Committee – *Nothing to report*

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>

9. Future Agenda Items/Director Comments – *Review & Update Use Ordinance No. 2 02.02.055*

10. Next Regular Meeting: *April 13, 2023 10:00 a.m.*

11. Adjournment: *12:36 p.m.*

12. **CLOSED SESSION**

Open Closed Session – *12:37 p.m.*

a) Public Employee Personnel/Manager Performance – *No Reportable Action*

End Closed Session – *12:45 p.m.*

Respectfully;

Amy R Milliken, Clerk of the Board

Paige McMath-Jue, President

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>



Murphys Sanitary District STAFF REPORT

DATE: April 13, 2023
TO: MSD Board of Directors
FROM: Kristina Fillmore, Administration Manager
SUBJECT: Approval of Check Signing Policy #4245

Recommendation: Staff recommends the Board approve check signing policy that identifies those people who are authorized to sign and issue checks on behalf of the District.

Background: Murphys Sanitary District's current check signing policy adopted July 7, 2018 requires two signatures. Signatures are the Treasurer and one available Board member. In the event the authorized signature is not available, with the Presidents approval, any available board member may sign and/or the operations manager.

Discussion: To ensure our accounting systems integrity, no one person or employee should enter invoices, select payment invoices, print and sign checks. The new check signing policy establishes dollar limits and authorization of whom can sign checks. Ideally, the managers shall have authorization to sign all checks under \$10,000 other than payroll. All payroll checks issued will continue to have two board members signatures. In the event an authorized signer is unavailable, the new policy identifies three board positions whom will be designated signers.

Fiscal Impact: None

MSD POLICY TITLE: Check Signing Policy

POLICY NUMBER: 4242

Date Adopted: July 7, 2018

Current
policy

Ayes: S. Gonzales, D. Harris, L. Scheller, A. Moore

Absent: J. Fontana

Abstain: 0

- All checks require two signatures.
- The signatures will be the Treasurer and one available Board Member.
- When a second signature of another board member is not available:
 1. via email, a check detail report of the checks that need signing will be sent to the President for approval.
 2. Upon approval, the President will return the email authorizing the Operations Manager to sign as second signature.
 3. The signed checks will be copied and attached to the printed approval from the President and the signed check package will be presented to the President for signature at the next regular meeting.
 4. The copies will be kept on file until that fiscal year audit has been completed.
- If a check disbursement must be processed, and two Board members are not available, then follow steps 1 through 4 above and only the Operations Manager signature will be required to remit the payment.

MSD POLICY TITLE: Check Signing Policy

POLICY NUMBER: 4245

Date Adopted: _____

Proposed Policy

The Murphys Sanitary District hereby establishes a policy that identifies those people who are authorized to sign and issue checks on its behalf. The purpose of this policy is to update instructions to depositories so that there is a clear understanding regarding this important matter. It also is necessary to implement appropriate internal controls over our financial matters. "Designated Board Members" shall be any combination of the President, Vice President, and Treasurer.

- A. The following policy for issuing and signing checks of the District shall be established:
 - 1. All disbursement checks other than payroll checks shall bear two signatures. The checks shall be signed by the Districts Managers. In the absence of one or both manager(s), upon prior approval of the President, any designated board members may sign in place of the managers. Authorization and proper documentation shall be attached.
 - 2. All payroll checks shall bear two designated board member signatures. If two designated board members are not available to sign payroll checks, upon prior approval of the President, checks will bear signatures of one designated board member and one manager.
- B. The incumbents in the positions in (A.1) are authorized to sign checks up to \$10,000. All checks over \$10,000 will require two designated board member signatures.
- C. If two designated board members are not available to sign checks over \$10,000, upon prior approval of the President, checks will bear one designated board member and one manager or both managers. Authorization and proper documentation shall be attached.
- D. A copy of all signed checks will be attached to the monthly expense disbursement report for the Treasurers monthly review.
- E. The supporting data for each check shall be available for the signer to review at the time of signing.
- F. A copy of this policy shall be forwarded to all designated depositories of the Authority.
- G. This policy rescinds all previous authorization policies and shall become effective upon its adoption.



REQUEST FOR PROPOSAL (RFP)
Sanitary Sewer Rate Study

MURPHYS SANITARY DISTRICT
15 ERNEST STREET, SUITE A
MURPHYS, CA 95247

Proposals due no later
May 12, 2023 at 3:00 PM

The Murphys Sanitary (District) is an independent special district created by the State of California in 1959 to collect and treat wastewater, and protect the community of Murphys from flooding. The District is soliciting proposals from qualified consultants to conduct a comprehensive Sewer Rate Study to independently assess and evaluate existing sewer rates and fees to provide recommendations for adequately funding sewer operations, capital improvements and fund reserves while minimizing rates to the extent possible. The District has not had a formal rate study since 2008 and has not had a rate increase since 2008.

The purpose of the requested services is to provide the District with a recommended rate framework for the wastewater system the are consistent with industry accepted cost of service principles, satisfy future revenue requirements and meet all State law requirements including but not limited to: Proposition 218 and 26. This study shall be based on comprehensive review of the District's sewer fund and budget, Capital Improvement Plans, customer classes, future planned growth and other information as necessary.

1. SCHEDULE OF ACTIVITIES:

RFP release:	04/14/2023
Written Inquiry Deadline:	04/28/2023 @ 3:00 PM
Submission Deadline:	05/12/2023 @ 3:00 PM
Notification of Anticipated Award:	05/19/2023 – 05/26/2023
Board Approval:	6/08/2023

2. PRE-SUBMITTAL INQUIRIES AND POINT OF CONTACT:

- A. Pre-Submittal technical and procedural inquiries shall be directed to **Kristina Fillmore** at kristina@murphyssd.org.
- B. Inquiries that result in an addendum to the RFP, will be emailed to each consultant with a link to the addendum on our website.

3. PROPOSAL SUBMISSION GUIDELINES:

- A. Consultants must submit five copies of their proposal; one with an original signature. The proposal must be formatted in accordance with the instructions of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked: **“Sanitary Sewer Rate Study”** and delivered to the District at 15 Ernest Street Murphys, CA 95247.
- B. Proposals received after the date and time specified shall not be considered. Facsimile, telephone, electronic or verbal proposals will not be accepted.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing consultant.
- E. All proposals shall remain in effect and legally binding for a minimum of 120 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the consultant.
- G. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by consultant shall become the property of the District.
- H. Stated days shall be interpreted as calendar days, excluding legal holidays. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the consultant's risk. This includes, but is not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- I. If proposed, the District reserves the right to obtain equipment items through its own purchase programs.
- J. Upon submittal of a proposal to the District, the proposal becomes the property of the District and is subject to the Public Records Act:
 - a. Unless otherwise compelled by a court order the District will not disclose any proposal while the District conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the District either awards an agreement to a successful Consultant, or the District rejects all proposals, the District shall consider each proposal subject to the public disclosure
 - b. If a consultant believes that any portion of its proposal is subject to a legal exception to public disclosure, the Consultant shall: (1) clearly mark the relevant portions of its proposal “Confidential”; and (2) upon request from the District identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Consultant shall defend, indemnify, and hold harmless the District regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

4. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- A. A proposal that is in the possession of the District shall only be altered by letter or email addressed to kristina@murphyssd.org , bearing the signature of the consultant's authorized representative, provided it is received prior to the RFP submission deadline.
- B. A proposal that is in the possession of the District may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

5. AWARD AND AGREEMENT INFORMATION:

- A. The District hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, disability, or other class protected by law.
- B. The consultant agrees that should it be awarded an agreement, the consultant shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, disability, or other class protected by law.
- C. The District reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the District to do so. The District will select the consultant whose proposal is determined by the District to be the most responsive and responsible proposal. The District will be the sole judge in making such a determination.
- D. The successful consultant will be required to enter into and sign an agreement with the District which will be in effect for the duration of the agreement period. A sample agreement is attached to this RFP as Attachment C.
- E. The terms and conditions of this RFP as well as the consultant's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the agreement.
- F. Prior to final selections, consultants shall be required to submit any additional information that the District deems necessary to determine the consultant's qualifications
- G. Open Procurement
 - a. The consultant shall include any latitudes, prohibitions or limitations place on the purchase of the items presented in the consultant's proposal. Items and/or services that the consultant intends to be offered on a unit prices basis must be so identified. The District's objective is to clarify all purchase options.
 - b. The District reserves the right to negotiate changes to the original proposal(s), including changes is system cost and/or unit price.
 - c. The District reserves the right to accept or reject any or all proposals in whole or in part.
 - d. The District reserves the right to award an agreement to more than one consultant.

6. BACKGROUND INFORMATION:

Located in Calaveras County, Murphys Sanitary District is an independent special district that provides uninterrupted wastewater collection, treatment and disposal; generally on a 24-hour basis, to all customers within its boundary. The District services approximately 1141 accounts that equate to approximately 1210 dwelling units with 110 commercial accounts. The District does not contain any large industrial users. The District is governed by an five member Board.

Date of creation	1959
Created by	Enabling Act
Area	4 square miles
District-wide Budget	\$1M
Number of employees	6
Miles of sewer main	12
Wastewater treatment plant	1
Permitted treatment capacity	Average of 450,000 gallons daily
Wastewater pump stations	3

The Board and staff are committed to:

- developing a rate structure that will support financial resilience as well as maintaining and improving the capital infrastructure;
- following a well thought out process in implementing those rates; and
- excellence in customer service with internal/external customers including vendors, business partners and regulatory agencies.

The current sewer rate structure consists of flat rates for residential customers (single and multi-family units) and rates based on water usage for commercial. The sewer connection fee also has a flat rate. Financial information on the District can be located on the website at www.murphyssd.org.

7. SCOPE OF WORK:

The District needs a rate study completed for its sewer services. Any rate increase(s) shall be governed by the need to meet operating and capital costs, maintain adequate debt coverage, and build reserve funds. It is critical for the District to maintain reasonable reserves in order to handle emergencies, fund working capital, maintain a good credit rating, and generally follow sound financial management practices. In making its rate recommendations, the final reports shall explicitly include the following elements and analysis:

- A. Current and Recommend Rate Structure: Assess the current rate structure's suitability for sustaining cost recovery based on customer demands as well as conformance with existing statutory regulations making recommendations for any changes that are necessary to achieve compliance. The study shall recommend rates that consider and make provisions for the following factors:
 - a. Current and future cost of providing sewer service in accordance with established and anticipated standards and regulations.
 - b. Projected demands.
 - c. Age and condition of sewer systems and the need to fund long-term capital improvement/replacements.
 - d. Upcoming revisions to California's Sewer codes.
 - e. Impact of current and future environmental regulations.
 - f. Other impacts as identified.

The recommended rates shall result in no decrease in stability of the revenue stream to

the Sewer Fund, as compared to the current structure. Any proposed rates must take into consideration the District's automated billing system capabilities. Consultant shall explain the advantages and disadvantages during the evaluation of methods analysis.

- B. Equity: Assess the equity of recommended sewer rates for all types of property ownership. Justifications for any special classes of customers under the recommended rate structure shall be demonstrated. The recommended rates shall be based on cost of service and shall be sufficient to meet the short and long-term revenue requirements of the District's wastewater utility operations. The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers.
- C. Industry Standards: The recommended rates shall be consistent with industry practices for utility rate making in California. The study shall recommend rates based upon standard rate practices that meet the criteria.
- D. Conservation Impacts: Assess any decreased commercial water usage in recommended rates and the impact on the ability to fund sewer operations.
- E. Environmental Regulations: The study shall include an assessment of the revenue stream generated by the recommended rates and their ability to continue to fully fund sewer system costs under the impacts of future water quality and environmental regulations and standards.
- F. Connection Fees: Evaluate the existing connection fees and make recommendations for any changes for "buy-in" and new capacity and development fees to offset demands for future/new service locations.
- G. Other Service Charges: Assess existing customer service fee structure and identify other potential areas for service and system charges and recommend changes, if appropriate. Assessment is to note any resulting increase in liability the District may incur as a result of assessing the fees.
- H. Reserve Balance Targets: Recommend reserve levels for operating and capital replacement as well as cash flow and unforeseen events. The recommended rates shall consider the type and amount of reserves appropriate to the District's Sewer operations taking into consideration reserves for cash flow, catastrophes, infrastructure replacement and other appropriate purposes.
- I. Electronic Rate Model: Provide an easy-to-use electronic rate model for the District to use in future rate setting.

In addition to the actual study, analysis and rate recommendations, the District also requires assistance with the Proposition 218 Noticing Requirements. Consultant will be required to prepare the Public Hearing Notices and all Public Outreach Materials during the process and to effectuate the rate change.

8. EXPECTATIONS OF THE CONSULTANT:

Consultant is expected to perform and provide the following deliverables:

- A. Provide a schedule for conducting the review and analysis so that recommended rates may be adopted for and implemented in FY 2024/25.
- B. Conduct a detailed review of the existing sewer rates and status of the sewer funds, and develop a general familiarity with the District's billing system.
- C. Meet and confer with staff as needed throughout the process.
- D. Attend one to two Board Meetings to present the interim status of the study and obtain input, and one Public Hearing where the sewer rates are considered for adoption.

- E. Conduct analyses as required to address the scope of work, reviewing all fixed and variable costs.
- F. Prepare Preliminary Report providing the study and tentative rates.
- G. Prepare Final Report incorporating changes/modifications from comments at the Board meetings.
 - a. Provide five copies of the final report plus an electronic copy in Microsoft Word and Excel format, and a bookmarked PDF.
 - b. Present final report and recommendations to the Board at designated Board Meeting.
 - c. Report shall include a summary and PUBLIC FAQ's on the rate changes that can be posted on the District's website.
- H. Provide an easy-to-use electronic rate model in Microsoft Excel for the District to use in future rate settings.
- I. Provide assistance with the Proposition 218 Noticing Requirements. Consultant will be required to prepare the Public Hearing Notices and all Public Outreach Materials during the process and to effectuate the rate change. District will provide all the copies and mailing services.

9. PROPOSAL FORMAT AND CONTENT:

Proposals submitted in response to this RFP shall contain minimal general brochure type information. The Attachments contained in this RFP, table of contents, and tabs are not counted toward the page maximum. The minimum acceptable font size for the proposal is 11 point. The five cost proposal copies shall be included in one separate sealed envelope.

In order to facilitate the evaluation of the proposals, consultants should format their proposals using the following sections:

A.	STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE) – ATTACHMENT A Fill out and include Attachment A found in the RFP
B.	EXECUTIVE SUMMARY A brief summary of the key characteristics of the proposal is required
C.	CONSULTANTS BACKGROUND INFORMATION Background information should describe in general the firm's history. Consultant should also provide information on the financial strength of the firm. List contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, name of inspector, and name and telephone number of contracting entity.
D.	CONTRACT UNDERSTANDING Provide specific and detailed information and methods on how the work will be completed to fulfill the requirements of the RFP. Include a schedule and any relevant information related to this RFP that makes the firm the most qualified.
E.	CONSULTANT EXPERIENCE Provide specific information on the firm's experience, particularly in projects similar to this RFP. List and describe at least two similar projects completed by the firm within the past five years.

F.	PROJECT STAFF Identify the Project Manager and specific staff on the project team that are being proposed. For all project team members, describe specific services they will perform, and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide resumes for the Project Manager and personnel.
G.	SUB CONSULTANTS Identify any and all sub consultants proposed to serve on the project, with background information and particular experience of key personnel, including past projects and resumes. Show the key personnel in the organization chart.
H.	QUALITY ASSURANCE/QUALITY CONTROL Describe how quality assurance and quality control will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly, showing how it will be applied to the project. Provide information on your plan to manage the schedule and budget and provide updates to the District.
I.	EXCEPTIONS Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the District will expect the Consultant will be able to sign the District's contract and provide the required insurance and indemnification.

10. FORMAT OF COST PROPOSAL:

The consultant must itemize all costs, including per hour costs, directs costs, chargeable to the District as described in this Section, in the separate Cost proposal. Prices quoted shall be valid for at least one hundred and twenty (120) days following the proposal submission deadline and if an agreement is entered into as a result of this RFP, shall become fixed for the term of the agreement.

The District shall be the sole arbiter in the determination of equality. The District reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the District.

11. SELECTION PROCESS, CRITERIA AND SCORING

The District will have a Selection Committee for the evaluation of proposals. The selection of a consultant and subsequent award will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Consultants should submit information sufficient for the District to easily evaluate proposals with respect to the selection criteria. The absence of required information shall cause the proposal to be deemed non-responsive and shall be cause for rejection.

Proposals will be scored on the following selection criteria:

SELECTION CRITERIA	MAXIMUM POINTS
Consultants Background Information	15
Contract Understanding	30
Consultants Experience and Project Staff	30
Quality Assurance/Quality Control	15
Office Location	10
Total Points Possible	100

12. AGREEMENT:

- A. Time is of the essence in awarding the agreement. The District reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent to award.
- B. Execution of Contract
 - a. Upon the acceptance of a vendor's proposal, the District will prepare and submit an agreement to the successful vendor for signature. (See sample agreement, as Attachment C, which contains required contractual language.) In the event that the successful vendor fails, neglects or refuses to execute the agreement within two (2) weeks after receiving a copy of the agreement from the District, District may at its option terminate and cancel its action in awarding the agreement and the agreement shall become null and void and of no effect.
 - b. Incorporated by reference into the agreement which is to be entered into by the District and the successful vendor pursuant to this proposal will be (a) all of the information presented in or with this proposal and the vendor's response thereto, and (b) all written communications between the District and the successful vendor whose proposal is accepted.
- C. No Assignment Assignment by the successful vendor to any third party of any agreement based on the proposal or any monies due shall be absolutely prohibited and will not be recognized by the District unless approved in advance by the District in writing.
- D. Force Majeure Neither part shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of nature or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this sections, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

13. REJECTION OF PROPOSALS:

The RFP does not commit the District to award an agreement, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiation.

Any proposal submitted during this RFP process becomes the property of the District. The District will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

14. GENERAL CONDITIONS:

While the intent of the District is to award the agreement to the selected consultant, it reserves the right to both either withdraw and/or not award an agreement at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

Limitations

- A. The consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The consultant should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.

- B. The District has the authority to terminate the agreement upon written notice to the consultant at any time during the period of the project if the District finds that the consultant's performance is not satisfactory.

15. LIST OF ATTACHMENTS:

- Attachment A - Proposal Summary and Statement of Responsibility (signature page)
- Attachment B - Certificate of Non-collusion
- Attachment C - Insurance Requirements
- Attachment D – Sample Agreement for Consultant Services

**ATTACHMENT A
STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

This Statement of Responsibility (Signature Page) shall be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Consultant Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Title: _____

Phone: _____

Address: _____

Federal Tax ID: _____

RFP Contact Information (if different than above)

Contact Person: _____

Title: _____

Phone: _____

Email Address: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 120 days after the proposal is opened?

YES NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, which if falsified, shall entitle the District to pursue any remedy authorized by law, and shall include the right, at the option of the District, of declaring any agreement made as a result thereof to be void.

YES NO

4. Do you agree to provide the District with any other information the District determines is necessary for accurate determination of your qualifications to provide services?

YES NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES NO

6. Do you acknowledge receipt of any and all addenda issued for this RFP?

YES Not Applicable (No Addenda Issued)

Please list all addenda received:

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(printed name)

Signature: _____

Date: _____

**ATTACHMENT B
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, under the laws of the State of California, that this proposal has been made in good faith and without collusion with any other person, fraud, and without violation of any conflict of interest law under the laws of the State of California.

Name of Proposer

Signature of Authorized Representative

Date

ATTACHMENT C INSURANCE REQUIREMENTS

Insurance Requirements

Proposer, at proposer's sole cost and expense and for the full term of the resultant agreement or any extension, shall obtain and maintain at least all of the insurance requirements of the District.

All policies, endorsements, and certificates shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Proposer agrees to provide District with a copy of said policies, certificates, and/or endorsements.

Proof of insurance coverage shall be provided as part of the proposal, to include personal injury and property damage, including commercial general and automobile liability and contractual liability shall be provided in the amount of not less than \$1,000,000, and \$2,000,000 aggregate, in a form acceptable to the District. The District shall be named an additional insured by separate endorsement. Carrier shall provide notice to the District of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements shall also be provided.

In addition, Professional Liability (Errors & Omissions) coverage will be required at \$1,000,000 per claim.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary

ATTACHMENT D
SAMPLE AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is made effective as of _____ ("Effective Date"), by and between Murphys Sanitary District ("District"), a sanitary district organized and existing under State of California ("State") law, and _____ ("Consultant"), a [ENTER TYPE OF BUSINESS AND STATE OF CREATION/INCORPORATION]. The District and the Consultant may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. The District desires to obtain the services of a consultant for purposes of the project or other activity(ies) described in Exhibit "A" attached to this Agreement ("Project").

B. The Consultant represents and warrants that it has all licenses, certifications, approvals, resources, qualifications, skills, experience and other things as are necessary to fully and satisfactorily provide the below-listed services to the District as required by this Agreement.

C. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Consultant to perform the below-listed services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

PART 1: SCOPE, TIMING, AND COMPENSATION FOR CONSULTANT SERVICES

Section 1.1 Scope of Services. The scope of the services to be performed by the Consultant under this Agreement ("Scope of Services") is set forth in Exhibit "B" attached to this Agreement.

Section 1.2 Time for Completion. Time is of the essence with respect to this Agreement and the performance by the Consultant of each of its obligations under this Agreement. The Consultant shall complete the Scope of Services required under this Agreement not later than the final completion date and, if any, the applicable milestone dates specified in the "Services Schedule" set forth in Exhibit "C" attached to this Agreement. However, if, for any reason, the Project has not been (or likely will not be) completed before the final completion date or an applicable milestone date, with the result that the District continues to require services in connection with the Project, the District may request an extension of the term of this Agreement, and the Consultant shall not unreasonably refuse, condition or delay its consent to such request. Upon receipt of any such request, the Parties shall amend this Agreement in writing to extend the term of this Agreement on substantially the same terms as set forth herein, except that the written amendment shall specify such adjustments to the Consultant's compensation as agreed by the Parties. In the event the Scope of Services is modified per Section 1.5 herein, the written amendment to this Agreement providing for such modification shall specify any applicable modification to the time(s) for completion of the Scope of Services.

Section 1.3 Compensation. The District shall pay to the Consultant, in exchange for satisfactory performance by the Consultant of the Scope of Services required under this Agreement such all-inclusive compensation as is specified in Exhibit "D" attached to this Agreement. Such compensation shall be payable by monthly invoicing submitted to the District by the Consultant. The District shall pay undisputed invoices within thirty (30) days of receipt from the Consultant. The District may, within fifteen (15) days of receipt of a payment request from Consultant, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the Consultant to submit such information and/or documentation.

Section 1.4 Reimbursement of Expenses. The Consultant shall be entitled to reimbursement of expenses, if any, that it incurs in connection with performance of the Scope of Services, exclusively as provided in this Section and in Exhibit "D" attached to this Agreement. Any reimbursement under this Section shall be for the reasonable, actual costs incurred by the Consultant, without markup for profit, overhead or other purposes. The District shall reimburse the Consultant only for expenses incurred in connection with the performance of the Scope of Services as the District in its sole discretion may agree, but only if the reimbursement is approved in writing by the District before the Consultant incurs the expense. Without limiting the foregoing, because the compensation payable to the Consultant is intended to be all-inclusive, in no event shall the District reimburse the Consultant for any of the following: (i) home-office overhead or personnel costs; (ii) postage or cost of private delivery services less than \$25 for any one delivery; (iii) travel, lodging or meal expenses; (iv) expenses of overtime work requiring higher than regular rates; or (v) costs of any additional insurance coverage or limits in excess of that normally carried by the Consultant or any of its sub-consultants providing professional services in connection with this Agreement per Section 2.2 of this Agreement (each a "Sub-Consultant").

Section 1.5 Change in Scope of Services. The District may at any time request any decrease, reasonable increase, or reasonable other change in the Scope of Services. In response to any such request, the Consultant shall provide to the District a written proposal describing in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of the Consultant's obligations under this Agreement; and (iii) the impact of the change on the cost to the District under this Agreement. Each proposal shall include proposed adjustments to the compensation payable to the Consultant using such basis (fixed fee, time & materials, etc.) as requested by the District. No proposal shall be valid or binding on the Parties unless incorporated into a written amendment to this Agreement that has been duly-approved, signed and delivered by both Parties. However, regardless of whether the District's Governing Board ("District Board") has approved any proposal, if the District requests deletions from the Scope of Services in writing or otherwise, under no circumstances shall the Consultant thereafter perform such Scope of Services unless the District further directs such performance in writing. The District may use the Services Schedule specified in Exhibit C and the Payment Schedule in Exhibit D hereto, or pro-rata adjustments thereof, to determine the adjustments attributable to any deletion from the Scope of Services. Otherwise, if the Parties cannot agree on or document the terms for any such deletion, the time for performance of the modified Scope of Services and the compensation to the Consultant for such modified performance shall be equitably adjusted through any dispute resolution method authorized by this Agreement. However, the Consultant shall not be entitled to any profit, overhead, or other amounts whatsoever related to the deleted portion of the Scope of Services.

PART 2: CONSULTANT STATUS AND ADMINISTRATION OF AGREEMENT

Section 2.1 Independent Contractor. The Consultant is, for all purposes related to this Agreement, an independent contractor to the District. Neither the Consultant nor any of its Sub-Consultants, or any officer, employee, or agent of either, be deemed or construed to be an officer, employee, or agent of the District because of this Agreement. The Consultant shall at all times conduct its activities in a manner consistent with its independent contractor status, and, except as provided in this Agreement, the Consultant shall have the right to determine the methods, means, and mechanisms by which it shall perform the Scope of Services. The Consultant shall not allow or permit any third-party person or entity to continue in any apparent belief that the Consultant or any Sub-Consultants, or any officer, employee, or agent of either, is a District officer, employee, or agent. The Consultant shall be responsible for ensuring compliance with all laws related to its employees and the employees of any Sub-Consultant, including, without limitation, workers' compensation and, if applicable, payment of prevailing wages. The Consultant's compensation under this Agreement shall not be increased because of any costs incurred by Consultant that are attributable to such compliance hereunder.

Section 2.2 Consent Required to Use Sub-Consultants. The Consultant may use a Sub-Consultant to perform a portion of the Scope of Services under this Agreement only upon the District's prior written consent before the Consultant contracts with such Sub-Consultant. The District has sole discretion to deny, delay, or condition its approval of any proposed Sub-Consultants.

Section 2.3 Authorized Representatives. The Consultant shall designate in writing one person from its staff ("Consultant Representative") and one person from the staff of each of its Sub-Consultants (each a "Sub-Consultant Representative"), each of whom (except as provided in Section 6.3 herein if a different person is designated in Part 6) shall be: (i) the District's sole contact person for his/her entity; and (ii) responsible for and conduct all communications and other interactions between his/her entity and the District. The Consultant Representative and Sub-Consultant Representative must have the authority to make any and all decisions on the Consultant/Sub-Consultant's behalf involving the administration of this Agreement and the Scope of Services. The Consultant Representative and each Sub-Consultant Representative shall provide to the District their respective names, titles, telephone numbers, and other contact information. The Consultant Representative and Sub-Consultant Representatives shall be reasonably available to District, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and at such other times as they and the District may agree.

Section 2.4 Criminal-History Background Checks. Education Code section 45125.1, subdivision (a), requires that entities under contract with the District shall ensure that each employee who interacts with a student outside the immediate supervision and control of the student's parent or guardian, or of a District employee, shall have a valid criminal records summary as described in Education Code section 44237. Education Code section 45125.1, subdivision (c), authorizes the District to require compliance with the foregoing requirements with respect to employees in addition to those within the scope of Education Code section 45125.1, subdivision (a). Therefore, the Consultant and its Sub-Consultants shall comply in all respects with the requirements of Education Code section 45125.1. To the greatest extent permitted by law, the District may impose other requirement designed to protect students in connection with the performance of the Scope of Services. Any Consultant that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1.

Section 2.5 Prohibited Interests. Consultant agrees to sign the Noncollusion Declaration attached hereto as Exhibit "E" before or concurrent with the Effective Date.

Section 2.6 Consultant and Sub-Consultant Capability. The Consultant and all Sub-Consultants represent and warrant that: (i) it has all the licenses required by law to enter into this Agreement and perform the Scope of Services; (ii) it shall be sufficiently skilled and qualified to perform the tasks, duties and responsibilities assigned to them by this Agreement or the Consultant; (iii) any and all persons performing the Scope of Services, including, without limitation, all Sub-Consultant employees, shall have the technical expertise and experience required to perform the Scope of Services in an efficient and timely manner; and (iv) it has sufficient financial, personnel, and other resources to adequately and timely perform the Scope of Services. Upon the District's request, the Consultant shall remove from the Project site, and prevent from performing any of the Scope of Services, any person whom the District determines is not performing the Scope of Services in a reasonable manner or is a threat to the safety of any person(s) or property. The Consultant shall not thereafter allow such person to perform any of the Scope of Services.

Section 2.7 Required Standard of Care. The Consultant shall perform or cause to be performed all Scope of Services using a level of care that is not less than the reasonable level of care employed by other consultants providing similar services within the State in similar circumstances, and considering the District's goals and any facilities, financial, or other constraints or parameters described to the Consultant either before or after the Effective Date.

Section 2.8 Compliance with Law. The Consultant shall perform the Scope of Services in compliance with all applicable federal, State and local laws, regulations, ordinances and other governmental requirements.

Section 2.9 Reliance on District Information. The Consultant shall be entitled to rely on the accuracy and completeness of any and all information that the District provides to the Consultant, subject to any qualifications or limitations as the District may describe, and provided that the Consultant may so rely only if it would be reasonable to do so.

Section 2.10 Consultant Records. The Consultant shall prepare and maintain, using generally-accepted accounting principles, all financial and other records involving this Agreement and the Scope of Services, as appropriate or required by law ("Consultant Records"). Under Government Code Section 8546.7, the State Auditor may, for a period of three years following final payment hereunder, review, audit and/or copy the records of the Parties regarding each contract expending public funds in excess of \$10,000. The District and governmental entities with competent jurisdiction also shall have an independent right under this Agreement, for a period of five years after final payment hereunder, to review, audit, and/or copy the Consultant Records. The Consultant Records shall be available for inspection by the District, the State, and any governmental entity with competent jurisdiction, at all reasonable times during the five-year period after the final payment under this Agreement. Despite the foregoing, if the District or any governmental entity commences, but does not complete, an audit within such five-year period, the Consultant shall maintain the Consultant Records until the completion of such audit.

Section 2.11 District Ownership and Use of Documents. Any and all conceptual, preliminary, working, and final documents (originals and copies), presentations, computations, analyses, and other documents relevant to this Agreement, in whatever format or storage medium, obtained or prepared by the Consultant or any Sub-Consultant (each a "Project Document") shall become and remain the District's property. Except under this Agreement, and except for Project Documents submitted to a

State agency or made for inclusion as part of the Consultant Records, the Consultant shall not permit any Project Document to be reproduced without the advance written approval of the District, regardless of whether the Consultant or any Sub-Consultant possesses the Project Document(s). The District may use the Project Documents as the District deems appropriate, with no additional compensation due to Consultant except as provided in this Agreement. The District shall have the unconditional right to use the Project Documents, for their intended purposes and, at District's sole discretion, for any other purpose, with no additional compensation due to Consultant. Except as expressly agreed in writing, the District shall not be required to employ the Consultant in connection with any future use of the Project Documents. Notwithstanding anything to the contrary, the Consultant acknowledges and agrees that the District will rely on the accuracy and completeness of the Project Documents when used for their intended purposes. The District shall indemnify and hold the Consultant harmless with respect to any liabilities caused by District use of the Project Documents for other than their intended purposes.

PART 3: CONSULTANT INSURANCE

Section 3.1 Required Insurance. Before commencing any of the Scope of Services, the Consultant shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following insurance policies:

- (i) General Liability Insurance. A commercial general liability insurance policy, written on an "occurrence" basis, providing coverage of at least \$1,000,000 per occurrence for bodily injury, personal injury & property damage ("General Liability Policy"). The General Liability Policy shall include a separate endorsement naming the District, its officers, agents and employees as additional insureds. The General Liability Policy shall include coverage for the contractual liability assumed by the Consultant under this Agreement.
- (ii) Vehicle Liability Insurance. A business vehicle liability insurance policy, written on an "occurrence" basis, with a combined single limit of at least \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.
- (iii) Workers' Compensation Insurance. Workers' compensation insurance as required by State law and employer's liability insurance with coverage of at least \$1,000,000. Notwithstanding the insurer rating standards in this Agreement, coverage provided by the State Compensation Insurance Fund satisfies such insurer rating standards.
- (iv) Professional Liability Insurance. Professional liability insurance with coverage of at least \$1,000,000 ("Professional Liability Policy"), which shall be written on a "claims made" basis.
- (v) Valuable Document Insurance. Insurance covering all Project Documents as is sufficient to protect the District in the amount of its full equity in those documents.

Section 3.2 Duration of Insurance. Except as provided in this Agreement regarding insurance written on a "claims made" basis, the Consultant shall keep the required insurance policies in effect until the date that is one year following final payment to the Consultant under this Agreement.

Section 3.3 Professional Liability Insurance. The Professional Liability Policy shall provide coverage for claims arising out of the performance of the Scope of Services. If an aggregate limit applies, the aggregate limit in the Professional Liability Policy shall be at least \$2,000,000. Before

commencing the Scope of Services, and, if applicable, upon replacing the original Professional Liability Policy, the Consultant shall give the District a copy of any applicable claims-reporting requirements. Notwithstanding anything to the contrary: (i) the Consultant shall have the Professional Liability Policy in full force and effect before commencing the Scope of Services; (ii) each renewal or replacement of the Professional Liability Policy shall have a retroactive date that is before the date the Consultant commenced the Scope of Services; and (iii) as a condition to final payment to the Consultant under this Agreement, the Consultant shall maintain the Professional Liability Policy in full force and effect and applicable to claims arising from the Scope of Services, without any gaps in coverage, for a period of at least two years following final payment to the Consultant under this Agreement.

If the claims reporting period, as specified in the Professional Liability Policy, terminates before the end of the two-year period following final payment to the Consultant, then the Consultant, at its cost, shall obtain and provide satisfactory evidence to the District of: (i) an endorsement extending the claims reporting period to include whatever remains of such two-year period; or (ii) a supplemental extended reporting period (tail) applicable to the Professional Liability Policy as required to provide coverage until the end of such two-year period. Such tail coverage shall be required, for example: (i) if the Consultant intends to switch insurance carriers, and the prospective new carrier will not agree to cover claims arising from the Scope of Services submitted at any time before the end of the two-year period following final payment to the Consultant; (ii) if the Consultant's business is to be wound-up or otherwise terminated, whether voluntarily or involuntarily; or (iii) when necessary for any reason to ensure that professional liability insurance applicable to the Scope of Services is in effect at all times required by this Agreement.

Section 3.4 Insurer Rating Standards. Except as the District, in its sole discretion, may approve via an advance writing, the insurance policies required by this Agreement shall be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than "A-" and a financial size category of at least "X." If any insurance policy is proposed to be issued from an entity, company, or program that is not rated by A.M. Best Company, the use of such insurance policy must be approved in advance, in writing, by the District before starting the Scope of Services.

Section 3.5 Additional Insureds. The District, the District Board and each individual member thereof, and the District's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the Consultant's acts and omissions in connection with this Agreement, on all insurance policies required by this Agreement, excepting the workers' compensation insurance and the Professional Liability Policy. For this Section, the District's architect, if any, shall not be deemed or construed to be a District agent.

Section 3.6 Waiver of Subrogation. The Consultant hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy shall be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District. The policy of workers' compensation insurance shall be endorsed with a waiver of the insurer's rights of subrogation against the District.

Section 3.7 Consultant Insurance is Primary. To the extent permitted by law, the Consultant's insurance policies under this Agreement shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board or individual members thereof, or the District's other officers, employees, or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

Section 3.8 Deductibles and Self-Insured Retentions. Before commencing the Scope of Services, the Consultant shall disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Consultant shall have in effect under this Agreement. Any such deductibles or self-insured retentions are subject to discretionary approval by the District. At the District's option, the Consultant either: (i) shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) shall provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses.

Section 3.9 Evidence of Coverage. Before commencing the Scope of Services, the Consultant shall provide to the District duly-authorized and executed certificates of insurance for the insurance policies required under this Agreement (each a "Certificate of Insurance"), together with a copy of each required endorsement. As applicable, the Certificates of Insurance shall identify all required additional insureds. Not less than thirty (30) days before the expiration of any required insurance policy, the Consultant shall provide updated Certificates of Insurance to the District evidencing the renewal of such policy.

Section 3.10 Notice of Change in Policies. Each Certificate of Insurance and corresponding required insurance policy shall expressly require, or be endorsed to require, that the insurer notify the District not less than thirty (30) days before any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten (10) days before cancellation. Certificates of Insurance or any insurance policy with language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable.

Section 3.11 Review of Coverage. The District may request at any time that the Consultant provide a complete copy of any insurance policy required under this Agreement. The Consultant shall provide a copy of such policy to the District within ten days of the District's request. The District may review the insurance policies, Certificates of Insurance, and any endorsements to determine compliance under this Agreement. No failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part 3, however, shall relieve the Consultant from any of its obligations regarding the insurance-related requirements under this Agreement. Notwithstanding anything to the contrary, any failure by the Consultant to comply with insurance-related requirements shall be a material breach by the Consultant under this Agreement.

Section 3.12 Sub-Consultant Insurance. The Consultant shall require that its Sub-Consultants independently comply with all insurance requirements of this Part 3, excepting valuable document insurance, unless the District approves in writing some different standards or requirements that shall be applicable to any particular Sub-Consultant. The Consultant shall require compliance with this Part 3 in its agreements with its Sub-Consultants, except to the extent the District has approved any different standards or requirements.

PART 4: INDEMNIFICATION BY CONSULTANT

Section 4.1 General Requirement. To the maximum extent authorized by law, the Consultant shall defend, indemnify and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, employees, consultants and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to: (1) the performance of the Scope of Services by Consultant, any Sub-Consultant, or anyone working under or for the Consultant or any Sub-Consultant; (2) actual or alleged negligence, recklessness, or willful misconduct by Consultant, any Sub-Consultant, or anyone working under or for the Consultant or any Sub-Consultant; and/or (3) the performance of this Agreement by Consultant, any Sub-Consultant, or anyone working under or for the Consultant or any Sub-Consultant. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Consultant at its sole cost. The foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8, if applicable, as it exists as of the Effective Date. The Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

Section 4.2 Limitation on Consultant Obligations. The Consultant shall not be obligated under this Part 4 to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the District or any District Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

Section 4.3 District Settlement of Disputes. Without jeopardizing or compromising any of its rights under this Agreement, or as are available under the law, the District may settle any claim, demand, action, or other legal proceeding brought against the District or District Agents on terms the District Board reasonably determines to be in the District's best interests. The District shall not have any right to settle any claim, demand, action, or other legal proceeding brought against the Consultant or any Sub-Consultant. Before settling, the District shall attempt to obtain the Consultant's consent to each such settlement, and the Consultant shall not unreasonably deny, delay, or condition its approval. If the Parties cannot agree on the terms for settlement of any dispute, with the result that the Consultant does not consent to the settlement, the District may nonetheless settle the dispute.

Section 4.4 Payment of Costs. The Consultant shall reimburse the District for, or upon the District's request Consultant shall directly pay, any costs, expenses, attorney's fees, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Consultant under the indemnity provisions of this Agreement. The Consultant shall pay each such amount when such amount is due or within thirty days of receipt of a written invoice from the District. Any late payments by the Consultant shall accrue interest at the maximum legal rate.

Section 4.5 Insurance Not a Limitation. The Consultant's obligations under this Part 4 shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

Section 4.6 Survival of Obligations. For all acts, omissions, or incidents occurring before termination of this Agreement, the Consultant's obligations under this Part 4 shall survive termination of this Agreement, regardless of whether the Consultant has then completed the Scope of Services.

Section 4.7 Sub-Consultant Indemnity. The Consultant shall require in its agreements with its Sub-Consultants that each Sub-Consultant independently comply with all requirements of this Part 4 related to indemnifying, holding-harmless, and defending the District, unless and only to the extent the District specifically provides otherwise in writing. The Consultant shall be responsible for ensuring that its agreements with Sub-Consultants comply with this Part 4.

Section 4.8 Attorney's Fees. Notwithstanding anything to the contrary, no person, entity, or party, including but not limited to the District and the Consultant, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Contract.

PART 5: TERMINATION OF AGREEMENT AND CONSULTANT SERVICES

Section 5.1 Termination Due to Expiration or Completion. Unless earlier terminated per this Part 5, this Agreement shall terminate upon: (i) expiration of the period in Section 1.2 for completion of the Scope of Services or, if the Consultant has not then completed all of the Scope of Services, upon such later date as agreed in writing by the Parties; or (ii) upon completion of the Scope of Services and final payment by the District to the Consultant.

Section 5.2 District Termination for Convenience. The District, without need for cause, may terminate this Agreement with respect to some or all of the Scope of Services by providing written notice of termination to the Consultant. Such termination shall be effective immediately upon receipt of the notice by the Consultant.

Section 5.3 District Termination for Breach of Warranties. If the District determines at any time that any of the Consultant's representations and/or warranties in this Agreement are untrue or incorrect, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Consultant), and the Consultant shall be liable to the District for all costs, expenses and damages arising therefrom. The Consultant's representations and warranties under this Agreement shall survive termination of this Agreement.

Section 5.4 District Termination for Cause. In addition to other termination rights under this Agreement, the District may give the Consultant written notice of the District's intent to terminate this Agreement for cause if the District determines that the Consultant has failed to perform some or all of the Scope of Services in a satisfactory and timely manner, or if the Consultant has otherwise breached this Agreement. The Consultant shall have ten (10) days following receipt of the notice of intent to terminate to cure its failure or breach, or to make arrangements satisfactory to the District for cure of its failure or breach. If the Consultant fails within such ten-day period to cure or make satisfactory arrangements, the District may terminate this Agreement by giving written notice of termination to the Consultant, and such termination shall be effective immediately upon Consultant's receipt of the notice of termination. Nothing in this Agreement shall be deemed as a waiver by the Consultant of any rights it may have regarding a wrongful termination by the District.

Section 5.5 Consultant Termination for Cause. The Consultant may give the District written notice of the Consultant's intent to terminate this Agreement for cause if the Consultant reasonably determines that the District has breached any of its material obligations under this Agreement. The District shall have: (i) fourteen (14) days following receipt of the notice of intent to terminate to cure (or to make arrangements satisfactory to the Consultant for cure of) a breach arising from any failure by the District to pay any undisputed amount owed to the Consultant; and (ii) thirty (30) days following receipt of such notice of intent to terminate to cure (or to make arrangements satisfactory to the Consultant for cure of) a breach of any other nature. If the District fails within the applicable period to cure a breach or to make satisfactory arrangements, the Consultant may terminate this Agreement by giving written notice of termination to the District. Such termination shall be effective immediately upon the District's receipt of the notice of termination. Nothing in this Agreement shall be deemed as a waiver by the District of any rights it may have regarding a wrongful termination by the Consultant.

Section 5.6 Compensation to Consultant upon Termination. Subject to all other provisions of this Agreement, in the event of any termination of this Agreement, in whole or in part, under Section 5.2, 5.4 or 5.5 of this Agreement, the District shall, with respect to the terminated portion of the Scope of Services, compensate the Consultant for the Scope of Services that the Consultant satisfactorily performed before termination, consistent with the Payment Schedule set forth in Exhibit D hereto, plus reimbursement for expenses authorized under Section 1.4. Nothing in the foregoing shall be deemed to constitute a waiver or release of any damages that a Party incurs as a result of a breach by the other Party, and each Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party under this Agreement.

Section 5.7 Consultant to Provide Copies of Project Documents. If for any reason this Agreement is terminated, in whole or in part, the Consultant shall, not later than seven (7) days following the effective date of the termination, provide to the District copies of all Project Documents. Satisfaction of the Consultant's obligations under this Section shall be a condition precedent to the District's obligation to pay any compensation or reimbursement to the Consultant under this Agreement.

PART 6: GIVING OF NOTICE

Section 6.1 General Requirements. Any and all demands and notices required or permitted under this Agreement (each a "Notice") shall be in writing and shall be served per this Part 6.

Section 6.2 Methods of Delivery. Each Notice shall be sent via: (i) personal delivery (with name and signature of recipient obtained on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); (iii) FedEx, U.P.S. or other reliable, private delivery service (with name and signature of recipient obtained on electronic or other delivery receipt); or (iv) email (with printed confirmation of transmission from the sender's machine or device to be provided to recipient upon request, and with original of the Notice overnighted within 12 hours after transmission). Neither Party may unreasonably refuse to accept delivery of any Notice and any unreasonable refusal by a Party shall be deemed a material breach under this Agreement.

Section 6.3 Persons to Whom Notices Must be Sent. Notices sent to a Party shall be addressed and delivered to that Party's representative listed in Exhibit "F" to this Agreement. A Party shall give Notice of any change in the Party's address, person to whom attention should be directed, or email address, by giving notice under this Part 6. If any information applicable to a Party or its

representative changes, and the Party does not give notice of such change per this Part 6, any subsequent Notices addressed and delivered to the Party's old contact information shall be deemed to have been served per Section 6.4, regardless of whether "actual receipt" has occurred.

Section 6.4 Effect of Receipt. A Notice shall be deemed served only upon actual receipt by the addressee. For email, "actual receipt" shall mean delivery to the recipient's email inbox. However, any Notice (including email Notices) delivered after 4:00 p.m. on any weekday, at any time on a weekend (Saturday or Sunday), at any time on a federal or State holiday, or at any time on a District furlough day mandated by the State or the District Board, the Notice shall be deemed to have been served as of 9:00 a.m. on the next business day.

Section 6.5 Applicability of Notice Requirements. The requirements of this Part 6 shall not apply to: (i) communications between the Parties for the day-to-day administration of this Agreement or the performance of the Scope of Services; or (ii) service of process per any applicable law or court rule.

PART 7: INTERPRETATION OF AGREEMENT

Section 7.1 Fair and Reasonable Interpretations. Before execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. The provisions of this Agreement, therefore, shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was responsible for drafting this Agreement or any particular provision herein.

Section 7.2 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Part, Section or other provision.

Section 7.3 Recitals and Exhibits. Each Recital contained herein and each Exhibit referenced herein and attached hereto is incorporated as an effective and operative provision of this Agreement.

Section 7.4 Meaning of "Days." Except as expressly otherwise provided in this Agreement, each reference in this Agreement to a specific number of days shall mean consecutive calendar days, not business days.

Section 7.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties regarding the Project and the Scope of Services, and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matters, whether oral or written, are hereby superseded and replaced.

Section 7.6 Modifications of Agreement. This Agreement may be modified only by means of duly-approved written agreement executed and delivered by both Parties.

Section 7.7 Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and executed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived per this Section, neither the failure by a Party at any time to

require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party regarding such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Section 7.8 Governing Law and Venue. This Agreement shall be governed by and interpreted per the laws of the State. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Calaveras, California.

Section 7.9 Correct Legal Requirements Deemed Included. Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Party, this Agreement shall be amended to include or incorporate, or to correctly include or incorporate, such provision.

Section 7.10 Severability. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

Section 7.11 Successors and Assigns. The Consultant may not assign this Agreement without the prior written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 7.12 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

Section 7.13 Agreement is Public Record. Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose per State law or otherwise.

PART 8: EXECUTION OF AGREEMENT

Section 8.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Signature pages sent via email shall also constitute original signatures under this Agreement.

Section 8.2 Due Authority. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

[CONSULTANT] _____

By: _____

Date Signed: _____

Print Name: _____

Title: _____

Fed. Tax ID No: _____

Email: _____

Murphys Sanitary District

By: _____

Date Signed: _____

Print Name: _____

Title: _____

Email: _____



Murphys Sanitary District COMMITTEE REPORT

DATE: April 13, 2023
TO: MSD Board of Directors
FROM: AdHoc Committee
SUBJECT: Approval of Investment Policy #4241

Recommendation: AdHoc Finance/Investment committee recommend approval of the proposed Investment policy.

Background: The current investment policy adopted May 10, 2018 outlines the timing and review of investments. Staff is tasked with looking for investment opportunities to recommend to the board for approval. The board determines the amount and terms.

Discussion: The proposed Investment Policy provides the board of directors with a list prioritizing goals and objectives investing or reinvesting District funds and abide by the CA Gov Code 53601. The new policy selects a standing finance/investment committee to meet quarterly, to review the district's finances and investment portfolios. Attached are allowable investment types which outlines the maximum maturity, minimum/maximum requirements per state government, applicable to all local agencies.

Fiscal Impact: The new investment policy provides direction when managing the investment funds for the district. The finance/investment committee is committed to safeguard all district funds when trying to achieve returns on the investment.

Murphys Sanitary District

Current
policy

Policy Title: **Investment policy**

Revisions: 01/13/2022; 06/11/2020; 2/14/19

Date Adopted: May 10, 2018

Murphys Sanitary District will consider as high priority when making an investment, its liquidity, stability and risk and will abide by the CA Gov. Code 53601 Investment requirements.

During each fiscal year budget preparation, all district funds will be reviewed to determine which funds are candidates for investment opportunities and the amount to be invested. When the board has selected and approved the fund, term parameters and the amount to be invested, staff will be tasked to look for investment opportunities, working with an investment firm and or advisor, a financial institution and/or through any other method that may present a possible investment opportunity.

When an investment opportunity becomes available, it will be presented to the board for review and approval. The board will determine the amount and terms.

The board will make the final approval. All investment opportunities will be approved by the board at a Regular or Special meeting.

Proposed Policy

MSD POLICY TITLE: Investment Policy

POLICY NUMBER: 4241

Date Adopted: May 10, 2018

Revisions: 03/28/2023; 01/13/2022; 06/11/2020; 02/14/2019

4241.1 Policy:

Murphys Sanitary District will consider as high priority when making an investment, its liquidity, stability and risk and will abide by the CA Gov Code 53601, Investment Requirements. District's long-term planning requirements, and which achieves the highest possible yield after first considering the first three objectives of safety, liquidity and long-term planning. In addition, it is the policy to invest all funds in strict conformance with all state statutes governing the investment of public monies.

4241.2 Scope:

This investment policy applies to all monies, funds, and financial assets of the Murphys Sanitary District, including its general fund and any and all capital project funds except for monies held in reserve funds in connection with debt issues where permitted investments for reserve funds are set forth in the trust agreement or loan contract of the debt issue.

4241.3 Standard of Care and Objectives:

- A. Deposits and investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. District management and employees handling deposits and investments of District funds shall act pursuant to a "prudent investor" standard applied in the context of managing the entire portfolio {Govt. Code Sec. 53600.3).
- B. When depositing, investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing District funds, the District's primary goals and objectives, in priority order shall be:
 1. Safety. To safeguard the principal of the District funds. Deposits and investments of District funds, monies, and financial assets shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
 2. Liquidity. To meet the liquidity needs of the District. The District's investment portfolio must remain sufficiently liquid to enable the District to meet all operating expenses and requirements which might be reasonably anticipated.
 3. Connection to Long-Term Planning. To meet the long-term planning needs of the District. The District's investments must maintain sufficient funds to meet future capital project expense requirements.
 4. Return on Investment. To achieve a return on the investment of District funds. As a final priority, the District's investment portfolio shall be designed with the objective of obtaining a fair market rate of return throughout budgetary and economic cycles and consistent with the first three priorities.

4241.4 Delegation of Authority:

A. The Board of Directors delegates to the Administration Manager principal management responsibility for the deposit of District monies, funds, and financial assets, and safeguarding all District funds and accounts, pursuant to this statement of investment policy. The Board of Directors authorizes the Administration Manager to make deposit decisions on behalf of the District, pursuant and subject to this investment policy, applicable laws, and the prudent investor standard.

B. The Board of Directors principal responsibility for the investment of District monies, funds, and financial assets pursuant to this statement of finance/investment policy. The Board of Directors authorizes the Investment Committee to recommend investment decisions of the District pursuant and subject to this investment policy, applicable laws, and the prudent investor standard.

4241.5 Finance/Investment Committee:

A. The Investment Committee shall consist of four members and includes two members from the board, operations and administration manager.

B. The Investment Committee shall meet at least quarterly during the months of April, July, October and January to review the investment program, current status of the District's investment portfolio, and to provide prior approval for future investment transactions.

C. The Investment Committee may engage the services of one or more external investment managers to assist in the management of the District's investment portfolio. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940. The investment performance (net of fees) of any external manager shall be measured regularly against an appropriate benchmark. The benchmark shall be reflective of the actual securities being purchased and risks undertaken, and the benchmark shall have a similar weighted average maturity and credit profile as the portfolio.

4241.6 Authorized Investments:

District funds and monies may be deposited and invested in only one or a combination of the institutions and investment types authorized by California Government Code section 53600 and following and described in Figure 1 (attached) and the Table of Notes for Figure 1 in the Local Agency Investment Guidelines effective January 1, 2022 published by the California Debt and Investment Advisory Commission. For mortgage, asset-backed, and any other permissible pass-through type securities, the expected average life (average length of time until payment of all cash flows) shall not exceed 7 years. Also, for floating rate securities the next interest adjustment date rather than the ultimate maturity date will determine the appropriateness for investment.

4241.6 Safekeeping and Custody:

All District deposits and investments shall have the Murphys Sanitary District named as depositor and registered owner. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery, or by third party custodial agreement as required by Government Code Section 53601.

4241.6 Annual Review of Investment Policy and Monthly Reporting and Review of Investment Report: The Administration Manager on a monthly basis shall submit to the District Board of Directors copies of the Murphys Sanitary District Investment Report. The investment committee on a quarterly basis shall review the Investment Report and investment transactions made. The Finance Committee shall annually review this Statement of Investment Policy and request the Board of Directors to either make appropriate changes or reaffirm the current policy. Govt. Code Sec 53646 (a)(2).

4241. 7 Amendments.

This statement of investment policy shall take effect only upon adoption by resolution of the Board of Directors. Any subsequent amendments or modifications shall not take effect unless expressly approved by resolution of the Board of Directors.

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2022) APPLICABLE TO ALL LOCAL AGENCIES

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^a	MAXIMUM SPECIFIED % OF PORTFOLIO ^b	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations- CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^c E	None	53601(g)
Commercial Paper-Non-Pooled Funds' (under \$100,000,000 of investments)	270 days or less	25% of the agency's money"	Highest letter and number rating by an NRSRO"	53601(h)(2)(c)
Commercial Paper-Non-Pooled Funds (min . \$100,000,000 of investments)	270 days or less	40% of the agency's money"	Highest letter and number rating by an NRSRO"	53601(h)(2)(c)
Commercial Paper-Pooled Funds'	270 days or less	40% of the agency's money"	Highest letter and number rating by an NRSRO"	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^J	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^o K	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^o K	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^L	20% of the base value of the portfolio	None ^M	53601(j)
Medium-Term Notes ^N	5 years or less	30%	"A:" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds ^o	N/A	20%	Multiple ^a	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^o	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"API" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiples	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^r	N/A	None	None	16340
Supranational Obligations ^o	5 years or less	30%	"API" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

- Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- c Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit
- ^o Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^l Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^q Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single Issuer.
- ⁱⁱ Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.
- ^r Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(1)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- ^l Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- ^m Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ⁿ "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less. Issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^o No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- ^o A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ⁿ Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^s A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^r Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- ^u Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.



Murphys Sanitary District STAFF REPORT

DATE: April 13, 2023
TO: MSD Board of Directors
FROM: Kristina Fillmore, Administration Manager
SUBJECT: Administration Staff Report

1. WWTP Upgrade 2 – Force Main, Filters & Generator:
2. Collection System Upgrades\Replacement Grant Application:
3. 15 Ernest Street Improvements
 - a) Drywall and window installation
 - b) Waiting on estimate for ADA compliant ramp
4. Administration Update:
 - a) Ordered new signs-still waiting on order
 - b) Streamline Website – Live and informational
 - c) Monthly staff meeting
 - d) New employee-Administrative Assistant
 - e) Staff working on 2023/2024 budget and reserves

Kristina @ murphysd.org

Big Bear Drywall

P.O. Box 599
MURPHYS, CA 95247

Phone (209) 728-1511 Lic. #887535
Fax (209) 728-2461

cell 768-8415

now call 768-6898

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO <i>Kristina Fillmore</i>		PHONE <i>209 728-3094</i>	DATE
STREET <i>15 Ernest St Suite A</i>		JOB NAME <i>Murphy's Sanitary District</i>	
CITY, STATE AND ZIP CODE <i>Murphys</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Extn # *Demo haul off debris* \$ *1066⁰⁰*

Hang 5/8 Quiet Rock on Common wall 5/8 sheetrock on all Exterior walls 3" luan wrap windows Square Metal Finish and texture (skiprow)

CALIFORNIA ONLY:

NOTICE TO OWNER: Contractors are required by law to be licensed and regulated by the contractors' state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9821 Business Park Dr., Sacramento, CA 95827

We Propose hereby to furnish material and labor— complete in accordance with above specifications, for the sum of

Four thousand four hundred sixty five dollars (\$ *4,465⁰⁰*)

Payment to be made as follows

*40% when sheetrock soaked
60% when job complete released up*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's compensation insurance.

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Murphys Sanitary District STAFF REPORT

DATE: April 13, 2023
TO: Honorable Members of the Board
FROM: Dan Murphy, Chief Plant Operator
SUBJECT: Operational Staff Report

OPERATIONAL MONTHLY TOTALS AND SUMMARY

Water storage levels in Pond# 4	Loss of three feet of Freeboard in March, starting April at an elevation of 2271.3' (roughly 61.8 million gallons in storage)
PG&E Kilo Use	618kWhrs at WWTP 183kWhrs at IPS
Rain Fall at WWTF	15.7 inches of rain recorded over 16 days throughout March- only 1.1 inches were recorded in March of 2022
CL2 Usage	482 gallons of liquid chlorine used for 10 days of Effluent pumping to KHS
Plant influent gallons	11.1 million gallons Seven and a half million gallons more than March 2022
Effluent gallons	4 Million gallons treated and discharged to KHS for storage level relief
Ironstone Influent	142,000 gallons AVG
Hydro flushing lineal footage	➤ 5,000 feet serviced and inspected
Sewer Overflow Count	1- Responded to on the 6 th located at the intersection of Utica Powerhouse rd and HWY 4
Spray Field Gallons Applied	None Ground is still to saturated to spray without causing immediate runoff

OPERATIONAL MONTHLY TOTALS AND SUMMARY Continued....

- Even though an excess of 15 inches of rain was recorded throughout March, a considerable amount of Effluent was treated and discharged to KHS which enabled Operations to remain below critical water level in storage. We are by no means out of the woods yet as far as pond four's storage level is concerned but with breaks in the weather and our ground water infiltration to Collections subsiding, discharge will become more frequent and the use of our spray fields will be permissible.
- WDR- our waste discharge permit has been updated with the State waterboard and an updated SSMP- sewer system management plan has been submitted as well.
- Condor Environmental completed our first quarter ground water monitoring in March and their report has been received and finalized. Findings and conclusion:

Groundwater limitations for total coliform organisms (TCO) and Title 22 constituents are specified in the WDR. The TCO limitation is 2.2 most probable number per 100 milliliters (MPN/100mL) as a 7-day median. TCO was not detected in wells MW-1 through MW-4. There are no apparent trends. A graph showing TCO is provided as Figure 7, Appendix A.

Reported nitrate-N concentrations were below the primary MCL of 10 milligrams per liter (mg/L). Adjusted for seasonal variability, MW-4 has continued to trend downward since its maximum of 58 mg/L in May of 2012, before the sludge pile was removed. Insufficient water during sampling events has left data gaps with respect to Nitrate-N since August 2022. Well MW-4 historically appears to exhibit seasonal spikes; generally highest in the first or second quarter and lowest in the fourth quarter. Between 2002 and late 2014 there was an increasing trend in MW-3; between 2014 and 2017 the trend stabilized; there has been a slight downward trend since early 2018. The other wells appear stable. A graph showing nitrate-N values over time is provided as Figure 8, Appendix A.

The TKN concentrations in wells MW-1 through MW-4 were non-detect. All wells appear stable since 2012. A graph showing TKN values over time is provided as Figure 9, Appendix A.

TDS was below the agricultural beneficial use WQO of 450 mg/L in all wells. The data at MW-4 has continued to trend down since its maximum of 1,130 mg/L in March of 2011. This high TDS was attributed to sludge leachate water¹ and is dissipating since the source was removed. TDS values in MW-3 and MW-4 appear to be trending down; MW-1 and MW-2 appear stable. A graph showing TDS values over time is provided as Figure 10, Appendix A.

Annual constituents will be sampled and discussed in the fourth quarter report.

8.0 CONCLUSIONS

The following summarizes the third quarter groundwater monitoring event:

- Since the previous quarter, groundwater elevations increased in all wells except MW-4 on February 22, 2023, and groundwater gradients are consistent with historical trends.
- Nitrate-N levels were below the WQOs in all wells and appear stable.
- TCO levels were non-detect in wells MW-1 through MW-3.
- The pH value at monitoring wells MW-3 and MW-4 were below the WQO of 6.5 S.U. on February 22, 2023, which is consistent with historical values. The pH values in wells MW-1, MW-2, and MW-4 were above the WQO of 6.5 S.U. on March 16, 2023.
- MW-4 has continued to show improved water quality since the sludge stockpile was removed. During this event, MW-4 had an insufficient water column indicating poor groundwater flow into this well.

9.0 RECOMMENDATIONS

Condor recommends continuing quarterly monitoring to comply with MRP No. 5-00-264 (REV3).

¹ Technical Memorandum

Preliminary Hydrogeologic Impact Assessment and Effluent Disposal Evaluation Report, To Gary

Ghio, MSD Engineer from Thomas Butler, Stantec August 27, 2012.


CONDOR