

*1902 - Serving Our Community for over 115 Years - 2022*  
WEST BAY SANITARY DISTRICT  
AGENDA OF BUSINESS  
REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JANUARY 26, 2022 AT 7:00 P.M.  
RONALD W. SHEPHERD ADMINISTRATION BUILDING,  
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

**Board Members**

Fran Dehn, President  
David Walker, Secretary  
Roy Thiele-Sardiña, Treasurer  
Edward P. Moritz, Member  
George Otte, Member

**District Manager**

Sergio Ramirez

**District Legal Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

**NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE or ZOOM ONLY**

Pursuant to California Assembly Bill 361, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to [treese@westbaysanitary.org](mailto:treese@westbaysanitary.org) by 4:00 p.m. on Wednesday, January 26<sup>th</sup>.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at:

<https://us06web.zoom.us/j/86399091271?pwd=RStXMnNrZmJNNFFwQWNJR1M5Yk9JUT09>

Meeting ID: 863 9909 1271 Passcode: 967028

Or by phone, call: 1-669-900-6833 Meeting ID: 863 9909 1271 Passcode: 967028

Following receipt of public comment and open session items, the Board will adjourn to closed session. Reportable action, if any, will be available upon inquiry within twenty-four (24) hours.

***NOTE: The Board may take action on any agendized item unless specifically designated a "discussion" item or a "report."***

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar  
*Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.*
  - A. Approval of Minutes for Regular meeting January 12, 2022 Pg. 4A-1
4. District Manager's Report Pg. 9-1

5. Workshop and Discussion on the Sewer Service Charge and Connection Fee Rate Study for Fiscal Year 2022/23 Pg. 5-1
6. Consider Authorizing District Manager to Enter Into Agreement for On-Call Engineering Staff Augmentation Services with Freyer & Laureta, Inc. Pg. 6-1
7. Consider Establishing February 9, 2022 as the Date of Public Hearing to Consider a General Regulation Amending the Code of General Regulations for Board Member Compensation Pg. 7-1
8. January 26<sup>th</sup> Update Report on District Response to Corona Virus Pg. 8-1
9. Discussion and Direction on Sharon Heights Recycled Water Plant Pg. 9-1
10. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 10-1
11. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 11-1
12. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 12-1
13. Closed Session
  - A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS  
Agency designated representatives: Board President/Legal Counsel  
Unrepresented employee: District Manager
14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
15. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.



*1902 - Serving Our Community for over 115 Years - 2022*

**WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JANUARY 12, 2022 AT 7:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 7:01 PM

**Roll Call**

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Treasurer Thiele-Sardiña, Director Moritz, Director Otte

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Ramirez, Fisher, and Condotti by Zoom

Others Present: EJ Shalaby, Dave Richardson – Woodward & Curran, Suzanne Ansari – CPS HR

**2. Communications from the Public: None.**

**3. Closed Session**

Entered closed session at 7:04 p.m. Left closed session at 7:29 p.m.

- A. CONFERENCE WITH LABOR NEGOTIATORS  
(Cal. Govt. Code § 54957.6)  
Agency designated representative: District Manager  
Unrepresented employee: (all unrepresented staff)

Reportable action: None.

**4. Consent Calendar**

**CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

Discussion/Comments: None.

- A. Approval of Minutes for Regular meeting December 8, 2021
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru December 31, 2021
- C. WBSD Operations and Maintenance Report – December 2021
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – December 2021
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – December 2021
- F. Consider Approval of Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361

- G. Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1604 for the Construction of Wastewater Facilities for 160 Fawn Lane, Portola Valley, California
- H. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1604 for the Construction of Wastewater Facilities for 160 Fawn Lane, Portola Valley, California
- I. Consider Authorizing the District Manager to Issue Class 3 Sewer Permit No. 1614 for the Construction of Wastewater Facilities for 214 Grove Drive, Portola Valley, California
- J. Bank of the West Monthly Investment Portfolio Statements

Motion to Approve by: Moritz 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

**5. Consider Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Extension Required for the Connection of 143 Lake Road Parcel 2, Portola Valley**

Motion to Approve by: Thiele-Sardiña 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: District Manager Ramirez reported on this item and highlighted that the property owners chose to connect and extend the mainline despite not entering into a reimbursement agreement.

**6. Consider Approving Resolution and Endorse Staff's Filing of CEQA Exemption with San Mateo County, consistent with filing of SRF Loan Application before end of 2021 with the State Water Resources Control Board for the Construction of the Avy Altschul Pump Station**

Motion to Approve by: Thiele-Sardiña 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: None.

**7. Consider to Approve the Financial Statements FY 2021-22, First Quarter Ending 9/30/21**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Thiele-Sardiña Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: Finance Manager Fisher gave the first quarter financial report to the Board stating that the District's net position as of June 30, 2021 was \$144,001,153 with a change in the net position of \$441, 837 for a total of \$144,442,990 as of September 30, 2021.

**8. Consider Approving District Treasury Report Second Quarter FY 2021-22**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: Finance Manager Fisher reported that all reserves continue to be at or close to the target balance.

**9. District Manager’s Report**

Discussion/Comments: District Manager Ramirez reported that the sewer service charge and connection rates workshop will be held on January 26. He also reported that the annual newsletter appeared in the December 31<sup>st</sup> edition of the Almanac. He continued to report on the results from the recent public outreach on the Facebook and YouTube platforms. He reported that the Metal Storage Building roof is now complete and the electrical portion is beginning. He also reported that there were two sanitary sewer overflows (SSOs) in December. One of the overflows was from a pipeline that should have been root foamed. In addition, District Manager Ramirez would like to evaluate the root foam program to determine its potential future use. The complete District Manager’s written report is in the January 12, 2022 agenda packet.

**10. Discussion and Direction over the Draft Memorandum of Understanding Establishing Principles of Agreement Initial Funding for Purchase of Recycled Water Treatment Facility System Capacity**

Discussion/Comments: District Manager Ramirez reported on the draft principles of the MOU agreement. The MOU describes contributions in aid of construction. Overall the Board was pleased with the draft MOU.

**11. January 12<sup>th</sup> Update Report on District Response to Corona Virus**

Discussion/Comments: District Manager Ramirez reported that all employees and Board Members have provided proof of vaccination by the December 30<sup>th</sup> deadline.

**12. Report and Discussion on Sharon Heights Recycled Water Plant**

Discussion/Comments: District Manager Ramirez reported that the plant produced 4.7M gallons in December and due to wet weather 0M gallons were delivered. He further reported that the SRF application for the Avy Altschul Pump Station project received a primary score of 7, secondary score of 3, and project readiness score of 3 for a total of 14 from the State. He also discussed installing solar power for the plant and the need for easements from Sharon Heights should it move forward. The District Manager and District Legal Counsel will work on the necessary documents and agreements.

**13. Discussion and Direction on Bayfront Recycled Water Project and Status Update**

Discussion/Comments: District Manager Ramirez reported that the Project Manager contract for the project will be approximately \$1M. He also reported that Meta is reviewing the agreement for the recycled water pipe to the Menlo Park Community Campus.

**14. Report & Discussion on South Bayside Waste Management Authority (SBWMA)**

Discussion/Comments: None.

**15. Report, Discussion & Direction on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing**

Discussion/Comments: Director Otte reported that the Commission approved the Capital Improvement Program for 2022. He also reported the Long Range Financial Plan has been approved and should be delivered to the District's rate study consultant.

**16. Closed Session**

Entered closed session at 9:09 p.m. Left closed session at 10:02 p.m.

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Cal. Govt. Code §54956.9(d)(2):  
(1 potential case)
  
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS  
Agency designated representatives: Board President/Legal Counsel  
Unrepresented employee: District Manager

Reportable action: None.

**17. Consider to Approve End-of-Year Goals and Objectives Performance Compensation for District Manager**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Vote: AYE: NAY: Abstain:

Discussion/Comments: President Dehn reported the Board's consensus was to approve an end of year compensation for the District Manager of 10% of his base annual salary.

**18. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda**

Discussion/Comments: Upcoming items will include a public hearing study session on reimbursement agreement, review and analysis of the root foam program, and consider the construction of a new maintenance building.

**19. Adjournment Time:** The meeting was adjourned at 10:07 PM



## WEST BAY SANITARY DISTRICT AGENDA ITEM 4

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *District Manager's Report*

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**1) Administrative:**

- a. HF&H will present during the Sewer Service Charge and Connection Fee Rate Study workshop and recommend adjustments if necessary.
- b. Admin Staff is working from home two days per week during the latest COVID-19 surge.
- c. The City of Menlo Park staff requested District Staff present to the City Council on the recycled water facility at Bayfront in order to update the current Council on the District's reclaimed water efforts. The reclaimed water purveyorship MOU will also be discussed during the presentation. The presentation will likely occur in March of 2022.

**2) Finance:**

- a. Connection fees in the amount of \$3.3 million were received from Greystar for their Uptown Menlo Park project, in addition to the \$2.5 million for their Menlo Portal project on Constitution Drive and Independence Drive.
- b. The District received the \$20 thousand deposit from Sharon Heights Golf & Country Club (SHGCC) for the Avy Altschul Pump Station project.
- c. The District Manager will request a proposal from West Yost & Associates to pursue grant opportunities for recycled water and our aging infrastructure.

**3) CIP & IT Projects:**

**a. Levee Improvement Project:**

- i. The National Fish and Wildlife Foundation (NFWF) who awarded the District a 3.9 million dollar grant for the levee project will host a meeting on January 31, 2022 for all grantees.
- ii. F&L is working on the permitting of the levee project in anticipation of construction later in 2022.

**b. Construction Capital Improvement Program (CIP)**

- i. The Metal Storage Building at the Flow Equalization Resource Recovery Facility is under construction. The siding and roof are now installed as well as most of the electrical. The roll-up doors should be in by early February according to the contractor.

**4) Operations and Maintenance:**

**a. Collection System:**

- i. Crews are catching up on pipeline maintenance after the latest COVID-19 surge caused many absences.

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### Report to the District Board for the Regular Meeting of January 26, 2022

Additional information or topics may be introduced by the DM verbally during the Board meeting.

- b. **Training:**
  - i. Accident Investigation training will take place on January 31, 2022.
- 5) **Water Quality:**
  - a. **Sharon Heights Golf and Country Club (SHGCC):**
    - i. The recycled water facility is working well. Staff is investigating an odor complaint downstream of the facility adjacent to the golf course.
    - ii. The Avy Altschul Pump Station SRF loan application was submitted on December 30, 2021. If approved, the loan will be paid by SHGCC.
  - b. **Bayfront Recycled Water Facility (BRWF):**
    - i. The BRWF project has been assigned a Project Manager from the State to assist in the State Revolving Fund loan process. Staff and the District's consultant has been supplying the State with additional information on the project.
    - ii. District Counsel has drafted an agreement for certain developers in the Bayfront area for the Bayfront Recycled Water Facility. Staff will continue to engage developers regarding their contribution to the project.
  - c. **Menlo Country Club:**
    - i. The application for the Woodside Recycled Water Facility has been submitted to the State. Menlo Country Club (Club) is moving forward with a flow study to review the actual flows in the nearby collection system. According to the Club, the County is aware of the flow study and their efforts.
  - d. **West Bay:**
    - i. Staff and Legal Counsel has executed an agreement with Meta on installing recycled water pipe under the Sam Trans Railroad/ Dumbarton Rail Corridor and into the new Menlo Park Community Campus.
- 6) **Fleet and Facilities:**
  - a. **Vehicle Maintenance:**
    - i. Staff is reviewing whether a lease on Ford Escape Plug-in Hybrid is the best option at this time. The lease has been approved in the District FY21/22 budget.
- 7) **Personnel:**
  - i. Several field staff were in quarantine because of exposure to COVID-19 within their families. Most except for one staff member have now returned to work.
  - ii. The office remains opened with alternating staff overseeing the front counter.
- 8) **Upcoming Events:**
  - a. **Next Regular Board Meetings:** Wednesday, January 26, 2022 and February 9, 2022.
- 9) **Misc. Items:**
  - a. **LAFCo:** District Staff is reviewing the draft Municipal Services Review report.
  - b. **West Bay:** The District experienced 4 SSO's in 2021.
  - c. **Town of Los Altos Hills:** The Town experienced 4 SSO's in 2021.
  - d. **Town of Woodside:** The Town did not experience any SSO's in 2021.

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## Report to the District Board for the Regular Meeting of January 26, 2022

Additional information or topics may be introduced by the DM verbally during the Board meeting.





## WEST BAY SANITARY DISTRICT AGENDA ITEM 5

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Workshop and Discussion on the Sewer Service Charge Rate Study and Connection Fee Study for Fiscal Year 2022/23*

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### Background

West Bay Sanitary District procured the services of HF&H LLC, who has agreed to perform a Sewer Service Charge and Connection Fee Rate Study for FY 2022/23. HF&H LLC is in the process of analyzing the proper rate structure to support the District's Operation & Maintenance (O&M) and Capital Replacement needs and to meet O&M and Debt Service obligations for the Silicon Valley Clean Water regional treatment plant. The rate study will assess the connection fees as well.

### Analysis

From discussion on the HF&H analysis to date, the Board will be requested to provide policy direction on the potential sewer service charges for FY 2022/23. Using a 'live' rate model, HF&H will demonstrate the effects on revenue of projected rate levels in order to maintain operating and non-operating expenses, CIP projects, and reserve levels overall.

### Fiscal Impact

There is no fiscal impact at this time, however implementation of new sewer service charges and/or connection fees would impact District revenues. A Proposition 218 Notice would follow at a later date.

### Recommendation

The District Manager recommends the Board engage in discussion and provide staff with policy direction regarding the sewer service charges and connection fees for FY2022-23.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 6

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager**

**Subject: Consider Authorizing District Manager to Enter Into Agreement for On-Call Engineering Staff Augmentation Services with Freyer & Laureta, Inc.**

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### Background

The District's Engineering Technician has requested and was granted a three month leave of absence without pay from the District. The leave started January 10, 2022 and will end on April 11, 2022. The proposed on-call engineering services are to help the Projects and IT Manager during the Engineering Technician's absence.

### Analysis

The proposal is based on a time and material basis with a proposed augmentation of 24 hours per week for 14 weeks (13 weeks plus 1 week overlap). The Engineering Technician's leave is without pay and is not accruing benefits during this time.

### Fiscal Impact

The full burden cost for the Engineering Technician during this time would have been approximately \$58,000. The proposed on-call engineering services for part time augmentation is \$63,400 which includes one week of overlap in order to have a smooth transition of projects and duties.

### Recommendation

The Projects & IT Manager recommends the District Board Authorize the District Manager to enter into the agreement for On-Call Engineering Staff Augmentation Services from Freyer & Laureta, Inc.

January 10, 2022

Mr. Bill Kitajima  
Projects Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, CA. 94025

**Re: PART-TIME STAFF AUGMENTATION PROPOSAL  
WEST BAY SANITARY DISTRICT**

Dear Mr. Kitajima,

Thank you for your proposal request to provide staff augmentation services for the District. We are pleased to present the following Scope of Professional Services and Fee Schedule.

**SCOPE OF PROFESSIONAL SERVICES**

**Task I: Part-Time Staff Augmentation**

- Freyer & Laureta (F&L) will provide engineering staff augmentation and consultation for an average of 24 hours a week for 14 weeks, with Principal oversight and consultation.

**Proposed Fee Schedule**

All work will be on a time and materials basis, not to exceed the following limits without District authorization. Please see attached Estimated Budget Table for fee breakdown.

**Task I – Part-Time Staff Augmentation** **\$63,400**

Thanks again for this opportunity. Please let me know if you have any questions.

Sincerely,  
**FREYER & LAURETA, INC.**



Richard J. Laureta, P.E.  
President

**ESTIMATED BUDGET FOR ENGINEERING SERVICES - PART-TIME STAFF AUGMENTATION**  
West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)		TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION			ESTIMATED COST		
	Personnel & Rates (\$/hr)			UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Staff Engineer IV	F&L Principal							
	160	240							
<b>Task I: Part-Time Staff Augmentation</b>									
Staff Augmentation/Consultation (approx. 24 hrs/week, 14 weeks)	336	40	\$63,360				\$63,360		
Subtotal Labor Hours - Task I	336	40	<b>\$63,360</b>	Estimated Cost - Task I				<b>\$63,400</b>	
<b>Total Labor Hours</b>	<b>336</b>	<b>40</b>	<b>\$63,360</b>	<b>Total Estimated Cost</b>				<b>\$63,400</b>	

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN WEST BAY SANITARY DISTRICT  
AND  
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this \_\_\_\_ day of January, 2022 (the “Effective Date”), by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer and Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, District desires engineering staff augmentation services during the absence of the District’s Engineering Technician; and

WHEREAS, Consultant is available and offers to provide services to accomplish such work contemplated by this Agreement.

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide on-call support and engineering services to augment staff and average of 24 hours per week for 14 weeks.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the attached **Scope of Services** set forth as **Exhibit “A.”** from Consultant dated January 10, 2022 entitled “Part-Time Staff Augmentation Proposal”, hereinafter referred to as “Proposal”. Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District’s prior written approval.

III. TIME FOR COMPLETION

The term of this Agreement shall be on the Effective Date of this Agreement and terminating on April 30, 2022.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date as set forth herein in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

#### IV. COMPENSATION

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the **Fee Schedule** attached to Exhibit A as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum specified in Exhibit A shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with Exhibit A.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

#### V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

#### VI. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except where caused by the sole or active negligence, or willful misconduct of the District.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend the District, its directors, officers, employees, and agents shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

This section shall survive the termination or expiration of this Agreement.

#### VII. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a waiver of subrogation in the District's favor for all work performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any work under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must



also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

## VIII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. In no event will the District be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the District under the Agreement. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

## IX. SUBCONTRACTS

Except with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

## X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.

2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees and subcontractors, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final District payment for Consultant's services.
5. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
6. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
7. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated

herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.

8. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a “public work” pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District’s performance of this Agreement at the District’s sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any subconsultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney’s fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the

Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

9. Registration with DIR. Consultant acknowledges that it and/ any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subconsultant's current registration to perform public work. Labor Code section 1771.1(b).
10. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
11. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, natural disaster, or other peril, existing or future, which is beyond the reasonable control of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.
12. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
13. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
14. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.

15. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
16. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
18. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
19. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

XI. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

“DISTRICT”

“CONSULTANT”

West Bay Sanitary District

Freyer & Laureta, Inc.

By: \_\_\_\_\_  
Sergio Ramirez  
District Manager

By: \_\_\_\_\_  
Richard Laureta  
President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Tony Condotti  
District Counsel



## WEST BAY SANITARY DISTRICT AGENDA ITEM 7

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Consider Establishing February 9, 2022 as the Date of Public Hearing to Consider a General Regulation Amending the Code of General Regulations for Board Member Compensation*

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### Background

Per Government Code the compensation that may be paid to a Board Member for each day's attendance at meetings may be increased annually by five percent. Since the last increase was in January 2021, the Board could elect to increase 5% effective February 2022. This means the Board may increase its compensation from \$240.00 per meeting to \$252.00 per meeting.

### Analysis

The financial health of the District is such that a small increase in Directors fee expenses would have negligible effect on the budget and increased Director Fees may enhance the Board's efforts to find successor Board members.

Should the Board determine to approve this increase, a Public Hearing will be scheduled for February 9, 2022, at which time the Board may adopt the attached Regulation.

### Fiscal Impact

A 5% increase in 2022, in Board of Director fees would have minor impact on the budget. Generally, Board of Directors attend two meetings per month collecting approximately \$480.00 each per month in fees. The 5 % increase would allow Board of Directors to collect \$504.00 per month on average. Based on the fact that the Board of Directors attend two meeting per month throughout the year, the increase is de minimis.

### Recommendation

The District Manager recommends the Board establishing February 9, 2022 as the date of public hearing to consider General Regulation amending the Code of General Regulations for Board Member Compensation.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 8

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *January 26<sup>th</sup>, 2022 Update Report on District Response to Corona Virus*

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### **Background**

In early March of 2020, the outbreak of Corona Virus in the USA caused Federal, State and Local governments to enact several laws, regulations and guidelines to mitigate the impact of the spread and severity of the virus including Shelter in Place. The District has been busy employing measures to meet those regulations and guidelines as well as taking action to ensure the safe working conditions of staff and minimize exposure of and interaction with the public.

### **Analysis**

The District has thus far taken action in regards to: Shelter in Place, Social Distancing, Personal Protective Equipment, and the Injury and Illness Prevention Program (IIPP).

*Shelter in Place:* The District as a wastewater agency has been designated as an “Essential Service” and supplied employees with letters drafted by legal counsel that can be shown to legal authorities, if required, to justify their travel to, during and from work. In addition, the District has developed a Modified Work Schedule that requires individuals to stay at home or telecommute in order to reduce interaction and thus the potential of any spread of the virus among District staff. The District has also implemented the use of Zoom for meetings to reduce the need for consultants, partners, the public and Board member to attend in person. A camera and large screen have been installed to accommodate this mode of virtual meetings.

*Social Distancing:* District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6

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**Report to the District Board for the Regular Meeting of January 26, 2022**

foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

*Personal Protective Equipment (PPE):* The District has been engaged in supplying employees and Board members with several forms of Personal Protective Equipment and emphasizing the frequent and regular use of this equipment. These items include: The distribution of hand sanitizer to employees and Board members, wipes for counters, chairs and tables, installation of hand sanitizer at counter, tables and offices, N95 masks to all employees, increased counts coveralls, face shields, goggles etc.

This has caused the District to reassess its inventory and at what levels of existing stock should trigger new orders so that the District can maintain adequate levels of important supplies to carry us not only through traditionally thought of natural disasters but pandemics such as this. To that end staff has developed an improved inventory check list that includes contact information for ordering, expected lag times in ordering, minimum levels of stock, Trigger-levels for ordering, dates of stock added to inventory and so on. This should help us be better prepared for future events where PPE can be in short supply or difficult to obtain and District operations can continue uninterrupted.

*Injury and Illness Prevention Program:* The District has made a significant effort in the way of training employees in how to deal with the COVID 19 response. We have developed SOP's for both field staff and office staff in dealing with customers while maintaining social distancing, utilizing PPE, and remote permitting etc. We have complied with local health officials requirement to complete and post at all entrances the Social Distancing Protocols and used that and our SOP's as a basis for developing a comprehensive COVID 19 Preparedness and Response program.

The District has taken great efforts to inform the public of changes in business procedures during this time including website postings, posting notices and information on all entrance doors, mailings of letters and flyers to residents, and ads in Facebook and YouTube. The use of Wipes has emerged as a huge problem for the District and our outreach has included addressing this problem in the flyers, ads, and correspondence to persuade our constituents to refrain from flushing wipes.

*May 13 update:* The District has found that it takes at least 3 weeks from the date of order to delivery of consumable PPE items such as; N95 face masks (we have received 2,000 masks since the first March order), 500 face shields, and 150 goggles to protect the field staff from droplets and mist while cleaning the sewer lines.

The District will now be faced with transitioning back to normal operations. The District Office is open on Friday by appointment only. Construction activities are increasing and inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

*May 27 update:* The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have been placed in the bathrooms. All the departments except Administration have returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

*June 10 update:* Staff is resuming normal Pre-COVID 19 work schedules beginning June 8, with the exception of some of the Admin staff. Office hours will open up to Monday through Thursday 9am to 3pm.

*June 24 update:* As of Friday, June 12 the Administration Office was open by appointment. Office hours continue to be open Monday through Thursday 9am to 3pm. Staff is continuing to make a concerted effort to be available to the public and contractors for business.

*July 8 update:* The current YouTube advertisement advising customers not to flush wipes or towels has been viewed by 220,653 people and 24% or 50,759 have viewed the video to completion.

*August 12 update:* When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19. If the employee is well enough during the self-quarantine period, they will work from home during this time. As soon as the employee is COVID 19 negative, they will be asked to return to work.

*September 9 update:* The District's COVID-19 Preparedness and Response Program has been updated through DuAll Safety to include usage of current San Mateo County Health Department signage, updated social distancing protocol (verbiage and links for continuing SIP order), CDC updates on Coronavirus symptoms, addition of cloth face mask and San Mateo County Health guidelines. Training to be scheduled for September with DuAll Safety (by ZOOM) for all current updates. Staff has purchased two disinfecting fog machines to disinfect surfaces in the Admin and Maintenance Buildings, and Operations Building at FERFF. Disinfection of surface are being done weekly.

*September 23 update:* Two employees are currently out sick and in quarantine due to a possible exposure to COVID-19 per District's protocol memorialized in our August 12, 2020 update (above) "*When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19.*" Once the

employees test negative for COVID-19, or quarantine for 14 days, they will be allowed back to work.

*October 14 update:* No updates at this time.

*October 28 update:* Updated training on the Response Program will be conducted in October. Two office employees were experiencing COVID-19 symptoms and were asked to work from home until test results were available. Both employees tested negative and have returned to work.

*November 18 update:* Updated training on the Response Program will be conducted on November 16.

*December 9 update:* The District is following all County of San Mateo increased COVID-19 restrictions and has cancelled our Holiday Luncheon out of an abundance of caution.

*January 13, 2021 update:* The front office is now limiting customers inside the lobby to no more than one. Others are asked to socially distance outside while they wait. Staff is working on the new COVID-19 Prevention Emergency Temporary Standards regarding prevention and reporting outbreaks.

*January 27, 2021 update:* The new COVID-19 Prevention Plan is complete and staff will receive training shortly.

*February 10, 2021 update:* Updated training on the Response Program was provided on February 2.

*February 24, 2021 update:* District Manager issued COVID-19 Vaccine letter to staff so they may schedule their vaccine on or after February 22, 2021 as part of the Phase 1B.

*March 10, 2021 update:* To date 7 employees have received at least one vaccine shot and approximately 3 others have received appointments.

*March 24, 2021 update:* Approximately 10 employees have been vaccinated.

*April 14, 2021 update:* The front office is back open to the public with limited hours of 9am-3pm Monday thru Friday with one customer being allowed in the lobby at a time. All four front office staff have received their second vaccine. Approximately, 33% of all staff have received one or more vaccine shots.

*April 28, 2021 update:* Approximately 50% of West Staff has been vaccinated. Effective May 3<sup>rd</sup> the Administrative staff will begin to work in the office full time, rather than from home, as they were for one to two days per week.

*May 12, 2021 update:* West Bay staff is back to working in the office full time and we are continuing have the front office opened to the public Monday through Friday. Over 50% of all staff are now vaccinated.

*May 26, 2021 update:* According to voluntary data, approximately 70% of West Bay staff have been vaccinated. Staff continues to follow Health Department guidelines.

*June 9, 2021 update:* Staff is following the County and State updates closely as restrictions ease up.

*June 23, 2021 update:* The District has made no changes to our existing COVID-19 policy but it is currently under review for updates and we are following Cal/OSHA and County of San Mateo requirements.

*July 14, 2021 update:* Staff is working with legal counsel and Du-All Safety to update the COVID 19 Response Plan. Training will take place in July on the updated plan.

*July 28, 2021 update:* There is no update since the July 14, 2021 Board meeting.

*August 18, 2021 update:* There is no further update since the July 14, 2021 Board Meeting.

*September 8, 2021 update:* The District is considering mandatory vaccination for staff.

*September 22, 2021 update:* District Manager and Legal Counsel will meet with Teamsters Local 350 to discuss mandatory vaccination.

*October 13, 2021 update:* There is no further update since the September 22, 2021 Board meeting.

*October 27, 2021 update:* There is no further update since the October 13, 2021 Board meeting.

*November 10, 2021 update:* An email was sent to staff letting them know that West Bay will mandate COVID-19 vaccinations.

*December 8, 2021 update:* On November 8, 2021 the District Manager and Safety Officer (Water Quality Manager) held training regarding the COVID-19 vaccine mandate. Staff has been submitting proof of vaccination to Human Resources since the training was held.

*January 12, 2022 update:* All employees and Board Members have provided proof of vaccination by the December 30 deadline.

*January 26, 2022 update:* State indoor mask mandate in effect until February 15. Front office staff is working from home two days per week to limit exposure.

### **Fiscal Impact**

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses were absorbed in the Operating budget. The FY2020-21 Budget was impacted by the effects of the national COVID 19

response. To date approximately \$5300.00 has been spent in PPE, \$2000.00 in disinfecting equipment, and \$1927.00 in producing and updating the COVID 19 Response Plan. Cost are continuing to be tracked in FY2021-22.

### **Recommendation**

The District Manager recommends the Board accept this report and provide comments to the District Manager in regards to the report. Additional information may be available at the Board meeting as conditions and responses are rapidly changing throughout the COVID-19 pandemic.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 9**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility**

A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have opportunity to provide direction to staff and legal counsel.

**Recycled Water Facility Production Data:**

<b>2020</b>	<b>Treated</b>	<b>Delivered</b>
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
<b>2021</b>	<b>Treated</b>	<b>Delivered</b>
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0

\* Sharon Heights substantially tapered off their water usage for September which is the reason for the large discrepancy between treated and delivered.

\*\* Treatment was reduced in the second half of the month. Rain in late October and an irrigation equipment malfunctions caused water delivery to decrease.

*The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights: Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.*

**Report to the District Board for the Regular Meeting of January 26, 2022**

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 10**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Discussion and Direction on the Bayfront Recycled Water Project  
and Status Update**

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A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have opportunity to provide direction to staff and legal counsel.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 11**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Report and Discussion on South Bayside Waste Management Authority (SBWMA)**

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The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 12**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Report and Discussion on Silicon Valley Clean Water (SVCW)  
Plant**

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The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

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