

# Crockett Community Services District

## Regular Business Meeting - AMENDED AGENDA FOR WEDNESDAY, August 28, 2024

TIME: 7:00 PM – Regular Meeting  
PLACE: Crockett Community Center, 850 Pomona Street, Crockett, CA

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1. CALL TO ORDER - ROLL CALL
2. CLOSED SESSION: Conference with labor negotiators.
  - Public Employee Negotiations: Interim General Manager. Pursuant to Government Code Section 54957.6.
3. RECONVENE TO REGULAR SESSION:
4. REPORT ON CLOSED SESSION
5. CALL TO ORDER - ROLL CALL
6. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
7. PUBLIC COMMENTS ON NON-AGENDA ITEMS  
*(The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)*
8. PUBLIC HEARING: None.  
*(Public comments are limited to two minutes for each person with full discussion limited to twenty minutes unless extended by Board President.)*
9. CONSENT CALENDAR: Consideration of a motion to approve the following items:  
*(Items are subject to removal from the Consent Calendar by request of any Board Member on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Administrative Items.)*
  - a. Approve Minutes of the CCSD Board meeting on July 24, 2024.
  - b. Receive minutes of commissions and committees.
  - c. Approve payment of District Bills.
10. CONSIDER ITEMS REMOVED FROM THE CONSENT CALENDAR:
11. MANAGERS' REPORTS/REPORTS FROM COMMISSIONERS:  
*(These items are typically for the exchange of information only. No action will be taken at this time.)*
  - a. Recreation Department
  - b. District Secretary
  - c. Administrative Services Manager
  - d. Port Costa Sanitary Department

- e. Crockett Sanitary Department
  - f. Maintenance Department
  - g. Lighting & Landscape Commission
  - h. Governmental matters
  - i. Announcements and discussion
12. ADMINISTRATIVE:
- a. Consider entering into a contract with CPS HR Consulting.
  - b. Recognize the District Secretary's end of probation effective August 1, 2024, and task the Personnel Committee to facilitate the annual review.
  - c. Approve Resolution 24/25-04 Appoint an Interim General Manager.
  - d. Ending the Personnel Ad Hoc committee
  - e. Create a new General Manager Recruitment Ad Hoc committee.
  - f. Approve Resolution 24/25-05 – Establishing the District's appropriations limit for the 2024-25 fiscal year, and certifying that fiscal year 2024-25 appropriations subject to limitation do not exceed the appropriations limit.
  - g. Consider approval of allocation from Ad Valorum taxes to the Recreation Budget.
  - h. Ratify an extension of the Joint Use Agreement (JUA) negotiations to October 2024.
  - i. Discuss and recommend payment of C&H billing.
  - j. Consider a contract with Natural Systems Utilities (NSU).
  - k. Approve Salary Scale Schedule.
  - l. Update on response to Caltrans Memorandum of Understanding (MOU).
  - m. Consider Dog Park Memorandum of Understanding (MOU).
  - n. Consider Crockett Chamber of Commerce Memorandum of Understanding (MOU).
13. BUDGET AND FINANCE:
- a. Discuss financial matters related to the District.
  - b. Approve transfer of funds from Ad Valorum account no. 3240 to Recreation 3241 and to CVSAN account no.3426.
14. REPORTS FROM BOARD MEMBERS AND COMMITTEES:  
*(These items are typically for the exchange of information only. No action will be taken at this time.)*
- a. Personnel Committee/e: Cusack (chair), Martinez, Spinner, Wais
  - b. Budget & Finance Committee: Mackenzie and Barassi
  - c. Police Liaison Committee: Pennisi (chair), Ritchey (vice-chair), and Wais
  - d. CVSAN Wastewater Committee: Members Bartlebaugh and Manzione (chair)
  - e. Memorial Hall Advisory Committee: Members Goodman (chair) Peterson
  - f. Ad Hoc committees

- Personnel/District Code: Members Cusack, Martinez (chair), and Wais.
- g. Inter-agency meetings
15. FUTURE AGENDA ITEMS/BOARD COMMENTS
- a. 1 Rolph Park Drive ad hoc committee.
  - b. Caltrans Maintenance Agreement
16. ADJOURNMENT: until September 25, 2024.

**HOW TO SUBMIT PUBLIC COMMENTS:**

You will find the Minutes of this meeting posted on our website at [www.town.crockett.ca.us/meetings](http://www.town.crockett.ca.us/meetings)

Visit our [website](#) for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record related to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection. The Board has designated the District's website located at [www.town.crockett.ca.us/meetings](http://www.town.crockett.ca.us/meetings) as the place for making those public records available for inspection. The documents may also be obtained by calling the District Manager at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.*

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# CROCKETT COMMUNITY SERVICES DISTRICT

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For Review

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## MINUTES OF REGULAR BOARD MEETING: JULY 24, 2024.

1. CALL TO ORDER - ROLL CALL: The meeting was called to order at 7:12 pm by President Spinner. Present were Board Members Barassi, Mackenzie, Martinez, Peterson, and Spinner. Present staff included Administrative Services Manager (ASM) Goodman, District Engineer (DE) Murdock, Sanitary Department Manager (SDM) Barnhill, and District Secretary (DS) Rivas.
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: A request was made to report on Item 7g first; Lighting and Landscape Commission.  
  
7g. Report for Lighting & Landscape Commission: The Crockett Chamber of Commerce has presented a proposal to the L&L Commission to hang decorative baskets on select decorative light posts over two blocks. The Commissioners have approved the proposal pending insurance verification and a Memorandum of Understanding (MOU). The baskets are double arm and artificial flowers will be used for weight and ease of maintenance. Hercules Landscape Company is the supplier and insurance holder – they will add the CSDA as an additional insurer.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: The County’s Department of Conservation is seeking community volunteers for a task force to help direct where funds from P66 and Marathon refineries should be spent. The Task Force is expected to meet in September. Memorial Hall is the home to a couple of owls that could be breeding. The resident bats continue to reside as well.
4. PUBLIC HEARING: The public hearing was opened at 7:23 pm.
  - a. HEARING ON PROPOSED INCREASE OF ANNUAL SEWER USE CHARGES, WITHIN THE AREA SERVED BY THE CROCKETT SANITARY DEPARTMENT, TO BE COLLECTED ON THE TAX ROLL; RECEIVE CONFIRMATION OF PROP. 217 MAILING TO PROPERTY OWNERS AND REPORT ON HOW MANY PROPERTIES WOULD CONSTITUTE MAJORITY PROTEST IN CROCKETT; WAIVE READING OF ORDINANCE; TABULATE WRITTEN RESPONSES FROM PROPERTY OWNERS; DETERMINE WHETHER A MAJORITY PROTEST EXISTS; CONSIDER ADOPTION OF ORDINANCE NO. 24-01 DETERMINING CHARGES; CONSIDER ADOPTION OF RESOLUTION NO. 24/25-01 OVERRULING OBJECTIONS TO THE METHOD OF COLLECTION, CONFIRM ACCEPTANCE OF THE DEPARTMENT MANAGER’S SEWER USE CHARGE REPORT ORIGINALLY PRESENTED MAY 20, 2024 AND LEVYING CHARGES ON THE TAX ROLL: DS Rivas confirmed that the mailing of the Prop 218 notices for a sewer rate increase was completed beyond 45 days from the hearing and therefore in compliance. The District mailed notices to 1,167 property owners. Staff presented a quick explanation of the process of increasing water rates. A member of the community raised concerns about the Board’s communication with the public regarding the rate. Staff explained that in addition to the Prop. 218 being mailed to all properties, the proposed rate has been discussed by the Crockett Sanitary Commission and the board for months, with public input opportunities available on the website and agendas. It is the citizens' obligation to avail themselves of resources such as the bulletin board at the community

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Members: Luigi Barassi, John Mackenzie, Diana Martinez (VP), Kent Peterson, Nick Spinner (President)

center to stay informed about district business. A motion to waive the reading and approve ordinance 24-1 with an effective date correction was approved. (LB 1<sup>st</sup>, DM 2<sup>nd</sup>, 4/1, 1 No - KP). A motion was made to approve Resolution 24/25-01 was passed. It was noted that Staff received three comments and two of those comments were in opposition. (Peterson 1<sup>st</sup>, Barassi 2<sup>nd</sup>, 5/0). The motion to accept the sewer use report presented at the May 22<sup>nd</sup> Board meeting passed. (Barassi 1<sup>st</sup>, Martinez 2<sup>nd</sup>, 5/0)

- b. HEARING ON PROPOSED BUDGET FOR FY 2024/25; CONSIDER RESOLUTION NO. 24/25-02 ADOPTING AN EXPENDITURE BUDGET FOR FY 2024/25: A roll-up budget was presented that consists of a summary followed by each department's budget. The Board's Budget & Finance Committee met on Monday for an extensive and final review. A salary study has not yet been done for a new general manager therefore the budget reflects the existing salary rate. Engineering costs are sprinkled throughout the budget depending on who provides the service. The cost of the upcoming election is also included in the budget. The Maintenance account increased exponentially because the L&L Commission did not spend a significant amount of funds since their funds were received mid-year. The ASM reminded the Board that the budget can be amended in the future. Due to public accounting rules, inconsistencies in calculations found for previous years will remain in place and will be identified in a future audit. The accounting firm is working on a new simplified chart of accounts which will result in a different budget format the following year. A motion to pass the budget and update resolution 24/25-02 to reflect \$4,083,595 for expenditures and \$43,940.24 for debt service was approved. (Barassi 1<sup>st</sup>, Martinez 2<sup>nd</sup>, 5/0)

5. CONSENT CALENDAR: Approved as presented. (Martinez 1<sup>st</sup>, Peterson 2<sup>nd</sup>, Martinez, 4/0, 1 abstain)
- a. Approve Minutes of the CCSD Board meeting on June 26, 2024.
  - b. Receive minutes of commissions and committees.
  - c. Approve payment of District Bills.

- 6 ITEMS REMOVED FROM THE CONSENT CALENDAR: None.

- 7a. MANAGERS' REPORTS RECREATION: ASM Goodman reported that the ADA pool project is almost complete, pending final inspections. Pool usage has been very successful and the concession stand has been selling out consistently. The pool manager has been doing a great job with the pool and pool employees. The facilities supervisor has taken on many of the former recreation manager's tasks. Whether the pool manager will remain a year-round employee has not been determined. The Board's focus in replacing staff is prioritizing hiring support staff for the sanitary department, then a general manager, followed by a recreation manager.
- 7b. MANAGERS' REPORTS DISTRICT SECRETARY: The DS met with a representative of Supervisor Glover's office and discussed the Community Benefit Fund. A first round of funds has been distributed already. It was suggested that a wish list be prepared and submitted to their office as soon as possible. Another source of funds is the Rodeo Renewal Fund which is managed by the Rodeo MAC. The website subscribers have been increasing. A C&H real estate lawyer contacted the District to inquire about streaming meetings and that they would like to be more engaged in the community. The DS asked them for a presentation on C&H soon.
- 7c. MANAGERS' REPORTS ADMINISTRATIVE SERVICES MANAGER: ASM requested assistance from the Personnel Committee to create a human resources folder that archives and documents job descriptions and salary schedules. A job description is under development for the sanitary department support staff. Staff went on a tour with a second potential contractor out of Fairfield. The desire is to have diverse contractors who can work in both Crockett and Port Costa and ideally hire in time to overlap with Valley Operators before October 1st. Information sharing and transferring of financial matters is currently underway in anticipation of the district engineer's pending absence.

- 7d. MANAGERS' REPORTS MAINTENANCE DEPARTMENT: No updates to report. The DE supports the budget's allocation of \$200,000 towards the repair of 1 Rolph Park Drive.
- 7e. MANAGERS' REPORTS PORT COSTA SANITARY DEPARTMENT: The SDM is currently working on the second five-year NPDES (National Pollutant Discharge Elimination Systems) permit for Port Costa. This is a US EPA California Water Board permit due August 1. Moving forward, we no longer need to run acute toxicity analysis but now will have to test for DDT and DDE, a substance that was banned around 1984-86. Effective October 1<sup>st</sup>, a second NPDES permit requires testing for phosphorus, ammonia, and nitrates. These are tests performed by contractors who have prepared schedules to keep staff on track. This binder will be used in the field when a new contractor is hired.
- 7f. MANAGERS' REPORTS CROCKETT SANITARY DEPARTMENT: The Alexander Park sewer project is nearing completion. It repaired 763 feet of pipeline. The project required a new manhole but due to an East Bay MUD encroachment and County storm drain, the project required a new and larger manhole with a large vault resulting in a \$10k change order. The contractor caused some damages which they are financially responsible for fixing. The DE confirmed that the BDP proposal for a new treatment plant is no longer being considered. The District is moving forward with the JUA negotiations. The BDP contractor proposal stated that Port Costa could possibly move forward with a new treatment plant payable with grants. The proposal was an upgrade to the Crockett system, not a new treatment plant. The CVSAN chair reported that C&H is aware an upgrade is possible.

President Spinner thanked Mr. Murdock for his dedicated service and hard work during his tenure as DE.

- 7g. MANAGERS' REPORTS LIGHTING & LANDSCAPE COMMISSION: Lighting & Landscaping reported earlier.
- 7h. MANAGERS' REPORTS GOVERNMENTAL MATTERS: DS Rivas has begun looking into ADU legislation and hopes to bring back some information for discussion at a future meeting.
- 7i. ANNOUNCEMENTS AND DISCUSSION: DS Rivas announced she will complete one year with Crockett on August 1<sup>st</sup>.

- 8a. DISCUSS EMPLOYEE CONTRACTS VERSUS EMPLOYEE AGREEMENTS: This Item was tabled.
- 8b. APPROVE RESOLUTION 24/25-03 – SEWER USE CHARGE (SUC) METHOD OF COLLECTION FOR PORT COSTA FOR FY 2024/25. The Post Costa Sanitary Commission declined Staff's recommendation to increase the SUC for FY 24/25. The resolution notes that the 2022 approved rate will continue to be collected via property taxes. Director Barassi noted that the resolution does not reflect Staff's recommended rate increase amount; it does not express the accounting deficiencies or irregularities that Maze & Associates is working on reconciling; nor the potential impacts of reconciliation efforts on Port Costa's budget. At this time, it is unclear if there is an apparent surplus or shortfall in Port Costa's account which may end in significant major budget revisions. There was a short discussion on whether the resolution required a public hearing. Everyone who wished to be heard was heard. A motion was made to approve as written. (Mackenzie 1<sup>st</sup>, Martinez 2<sup>nd</sup>, 5/0)
- 8c. UPDATE ON RESPONSE TO CALTRANS MEMORANDUM OF UNDERSTANDING (MOU): Staff was able to assist in finding outside funding for the Dog Park insurance. Due to miscommunication between Staff, the rebuttal to the MOU was sent on July 24.
- 8d. CONSIDER DOG PARK MEMORANDUM OF UNDERSTANDING (MOU): The MOU was brought back to resolve the responsible party for insurance coverage. Staff identified financial supporters to cover Caltrans's required waiver of subrogation to use the bridgehead land. The Dog Park representative was previously provided with various organizations to seek financial assistance for subsequent years. The Board agreed that the District would not cover liability insurance. After a discussion on trash receptacles

and collection, the Board agreed that the District would not be responsible for dog waste collection, but the dog park volunteers could dispose of waste in District trash cans. The MOU was updated to reflect that the District will not cover liability insurance, utilities, or dog waste. The lease terms were changed from five years to one. There was a short discussion that explained that the dog park could not be incorporated into the Recreation department because there are no revenues to fund the ongoing upkeep and maintenance of the park.

- 8e. DISCUSS AN APPOINTMENT TO FILL A PERSONNEL COMMITTEE VACANCY: The Board President appointed Iris Wesselmann to the Personnel Committee, replacing the vacancy previously held by the now-retired Recreation Department Manager.
- 9a. DISCUSS FINANCIAL MATTERS RELATED TO THE DISTRICT: Staff continues to work with Maze & Associate on reconciling the accounts, updating the chart of accounts, sorting various accounting data, and verifying and constructing a debt service report. Comments for the 2022 audit have not been received yet. The ASM is meeting with Maze & Associates and David Farnsworth to discuss the next steps in closing the 2022 audit. Cash account balances: ad valorem account 3240 cash balance is \$731,606.48; Recreation account 3241 cash balance is \$197,010.53; Maintenance account 3242 is \$41,012.76; Port Costa Sanitary account 3425 is \$180,968.56; Crockett Sanitary is \$1,104,289.87. The LAIF interest rate for Q4 is 4.55%; earned interest is \$52,366. The LAIF ending balance of \$4,581,097.95. In recap, interest rates per quarter were Q1 at 3.59%, Q2 at 4.0%, Q3 at 4.30%.
- 10a. REPORT FROM PERSONNEL COMMITTEE REPORT: No report.
- 10b. REPORT FROM BUDGET & FINANCE COMMITTEE: The committee met on Monday, and extensively reviewed and recommended approval of the budget with minor corrections.
- 10c. REPORT FROM POLICE LIAISON COMMITTEE: No report.
- 10d. REPORT FROM CVSAN WASTEWATER COMMITTEE: The committee continues to work on the Joint Use Agreement with a focus on pricing, communications, and capital planning. The committee has provided comments on C&H's draft agreement. The comments have been forwarded for legal review and have not received a response yet.
- 10e. REPORT FROM MEMORIAL HALL ADVISORY COMMITTEE: No report.
- 10f. REPORT FROM AD HOC COMMITTEES: No report.
- 10g. REPORT FROM INTER-AGENCY MEETINGS: No report.
11. FUTURE AGENDA ITEMS/BOARD COMMENTS: Director Mackenzie commented that the minutes are too detailed and unnecessary.
- Caltrans Maintenance Agreement
  - 1 Rolph Park Drive Ad Hoc Committee
  - Chamber MOU
  - Dog Park MOU
  - ADU Legislation
  - Appropriations limit.
12. ADJOURNMENT. The meeting was adjourned at 9:25 pm until August 28, 2024.

Respectfully submitted,  
Sonai Rivas, MBA  
District Secretary



# **Minutes from Commissions and Committees**

For CCSD Meeting August 28, 2024

## **BOARD PERSONNEL COMMITTEE**

- July 9, 2024

## **PORT COSTA SANITATION**

- July 10, 2024

## **LIGHTING & LANDSCAPE COMMISSION**

- July 16, 2024

## **CROCKETT SANITATION**

- July 17, 2024

# BOARD PERSONNEL COMMITTEE

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of the Crockett Community Services District  
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## MINUTES OF REGULAR MEETING, JULY 9, 2024.

1. CALL TO ORDER: The meeting was called to order at 4:03 pm by Chair Cusack. Present were Commissioners Cusack, Martinez, Spinner, and Wais. Staff present were District Secretary (DS) Rivas and Administrative Services Manager Goodman.
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: Item 5c was moved to after 5g.
3. PUBLIC COMMENT ON NON-AGENDA ITEMS: The Crockett Community Foundation has provided grant funds to convert the multi-purpose room into a fully audio-digital meeting space. Staff will follow up with the Foundation for the status of funds.
4. CONSENT CALENDAR: Minutes for May 14, 2024, were approved as presented. (Spinner 1<sup>st</sup>, Matinez 2<sup>nd</sup>, 4/0). There was no June meeting.
5. ADMINISTRATION:
  - a. REPORT ON ACTIONS BY THE BOARD: The Board approved changing the district secretary's role from part-time to full-time.
  - b. UPDATE ON CALPERS MINIMUM QUALIFICATION HOURS: There was some confusion at a previous meeting on whether CalPERS require 32 or 34 hours per week to qualify for retirement benefits. Both part-time and full-time permanent employees qualify for CalPERS after a certain number of hours. The rate at which is paid into the retirement can vary depending on the part-time or full-time status of the employee. The District Code currently lists 34 hours and needs to be corrected to 32. For medical benefits, the employee must work an average of 30 hours.
  - c. REVIEW ONBOARDING TEMPLATE: This discussion was parked for a future agenda.
  - d. DISCUSS GENERAL MANAGER POSITION: ASM Goodman left the meeting anticipating the discussion to avoid any conflict of interest. The Board intends to hire a new full-time general manager (GM). The Committee discussed wording for the general manager job posting and supplemental questions. Other special districts were considered as a basis and guide to determine job duties and salary range. The Committee discussed highly desired skills and values. The job is anticipated to be posted on several job posting sites. Supplemental questions were discussed in detail and were narrowed down to five. It was suggested that the job posting include a desire for experience with sewer systems and recreation. It was noted that the budget has not been approved and funds have not been allocated for a new GM.

The discussion of responsibilities led to a discussion regarding maintenance. A formal maintenance

department does not exist. A combination of the Crockett Improvement Association and the Crockett Public Service (CPS) groups have handled maintenance issues. CPS has announced a pending closure of the organization. The Sanitary Department does not anticipate a full-time replacement. Measure L funds managed under the Lighting & Landscape Commission, will likely use contractors but the sanitary department still needs someone to oversee the contractors. Filling the position is important but requires more discussion. Hiring support staff for sanitary is more pressing.

- e. DISCUSS RECREATION DEPARTMENT MANAGER POSITION: This item was not officially discussed separately. The following is an excerpt from the discussion under the topic of the general manager. Since the District's inception, the recreation department has managed its maintenance needs. The Commission envisions general maintenance would be removed from recreation to the general manager so that the recreation manager can focus on creating recreation programs and generating revenue. The height of the recreation season is winding down and replacing the Recreation Department Manager is not urgent. Both the CSD Board and Personnel Committee want input from the Recreation Commission on their vision of the new hire and the department. The Recreation Commission does not meet in August, but a special meeting may be considered. This item will be discussed at a future meeting.
  
- f. DISCUSS STAFFING NEEDS FOR THE SANITARY DEPARTMENT: The district engineer's last day is August 1st which will create a gap in personnel that needs to be filled as quickly as possible. The Sanitary Department Manager (SDM) is stepping up as project manager to oversee outstanding projects and cover both Crockett and Port Costa. Technical engineering needs will be outsourced to the District's consulting engineer as needed. The standing wastewater committee is responsible for overseeing construction operations, regulatory planning, and budgeting. A six-month overlap between the current district engineer and the new hire work would have been ideal to get the new hire up to speed to handle operations for the sanitary system. Hiring outside consultants for short-term contracts or as needed may be considered. The ASM provided a summary of the state of the sanitary department and how the staff is working and strategizing how the office is working together to address issues. All agreed that a support person needs to be hired to assist the SDM as soon as possible. The District has a job description for the sanitary support person, but the position has never been filled. Staff have met with a current contracted vendor who may be able to fill in on a limited contract or as needed. This is a time when our volunteers, commissioners, and staff will need to work together to fill in the gaps in Recreation and Sanitary due to the recent loss of key staff.
  
- g. DISCUSS DISTRICT NEEDS TO SUPPORT HUMAN RESOURCES / ADMINISTRATIVE SERVICES MANAGER: The Personnel Committee created a reference book referred to as the Red Book that contains job descriptions, job postings, and District Code language regarding hiring practices for the general manager and district secretary. The Committee will work on incorporating all positions and include a salary schedule. This Red Book will serve as a foundation for a human resources handbook. The ASM suggested that these updates could help guide the hiring and salary discussion for the general and recreation managers. Two commissioners have offered to provide support to the ASM with human resources needs. The salary schedule needs to be reassessed, consolidated, and simplified.

6. REPORTS/COMMENTS FROM COMMITTEE MEMBERS: It was suggested that the next Personnel Ad Hoc Committee be canceled and instead have a Personnel Committee special meeting to wrap up the job descriptions for the general manager, recreation manager, and sanitary support position. The ASM noted that due to staff loads, meeting with budget & finance committees and finalizing the budget is the District's priority now. Staff may not be able to provide the necessary documents in time for the following week.

Commissioners were made aware that new hires are to be added to CalPERS after 60 days of employment. This was not done for two positions and a fine has been imposed. The District has four positions that will need reviews. It was suggested that in lieu of a policy on reviews, the general manager can determine if a review is required. There was consensus that many District policies and procedures have been ignored since the loss of the general manager in 2020. The meeting ended with a discussion on the intended purpose of the Personnel Ad Hoc Committee.

7. FUTURE AGENDA ITEMS:
- a. Onboarding forms.
  - b. Probationary periods and reviews.
  - c. Key policy for personnel records.
  - d. Personnel record policy.
  - e. List of mandatory training for non-employees.
  - f. Update list of agencies/vendors and access:
  - g. Air Quality and the economic impacts on the pool and recreational uses.
8. ADJOURNMENT: The meeting was adjourned at 7:00 PM until July 9, 2024.

Respectfully submitted,  
Sonia Rivas, MBA  
District Secretary

# PORT COSTA SANITARY COMMISSION

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of the Crockett Community Services District

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## MINUTES OF REGULAR MEETING, JULY 10, 2024.

1. CALL TO ORDER: The meeting was called to order at 6:05 PM by Vice-Chair Cusack. Present were Commissioners Cusack, Klaiber, List, Scheer, and alternate Martini. Commissioner Surges was absent (excused). Alternate Martini served as a voting member in place of Surges. Staff present included District Secretary (DS) Rivas and Administrative Services Manager (ASM) Goodman.
2. CONSIDER ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: None.
- 4a. CONSENT CALENDAR: The June 12, 2024, minutes were approved as presented. (Scheer 1<sup>st</sup>, List 2<sup>nd</sup>, 4/0, 1 absent)
- 5a. REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD: The role of district secretary was changed from part-time to full-time. The seats on the Police Liaison Committee (PLC) have been reduced from seven to five and currently have two vacancies. The Recreation tax will continue at \$110. Three seats are open on the Board of Directors: two full-term and one half-term. Declaration of Candidacy can be submitted between July 15<sup>th</sup> and August 9<sup>th</sup>. Commissioners were encouraged to consider running for the Board or to serve on the PLC.
- 5b. SELF-MONITORING REPORT: ASM Goodman reported no permit exceedances occurred during May.
- 5c. UPDATE ON CONTRACT OPERATORS: ASM Goodman provided an update on requests for quotes for operators and has only received one letter of interest from a fairly large company based in Napa. The company provides a variety of services including water treatment, wastewater operations and maintenance, and utility systems is interested in touring the sites and potentially submitting a quote. A tentative meeting is scheduled for Tuesday, July 23<sup>rd</sup> in the AM.
- 5d. UPDATE ON FIELD SEMESTER PROJECT: Staff forwarded the Field Semester Project's engineering report produced by Stuber Stroh to the District's contracted engineer for assessment. Staff was not satisfied with the response and will forward the report to a second engineering firm that the District uses. A significant concern is that the flow to the treatment plant is already at near capacity during wet weather. The consulting engineer will assess and make recommendations as to the capacity and capability of additional flow through the treatment plant and the readiness of the collection system that the project would be hooking into. The District uses ICOMM software that automates the pipeline maintenance schedule. Staff receives the schedule, produces work orders, and hands them off to the operators. Staff expects to meet later in the month with the Field Semester project manager.
- 6a. RECEIVE WARRANT TRANSMITTALS: COLA increases will be reflected on the next pay cycle. Larry Walker Associates is a second engineering firm the District uses. They have been working on the NPDES permit and other regulatory items with Staff.

6b. DISTRICT FINANCIAL MATTERS: The District Engineer's last day is August 1<sup>st</sup>. This will result in a temporary reduction in payroll costs to Port Costa. Staff continues to make progress with reconciling the accounting with Maze & Associates. Staff expects that a full accounting reconciliation will be completed by the end of the year. The Budget & Finance (B&F) Committee met. It was noted that Commissioners Surges and Cusack have been on the B&F committee, but this year, Commissioners List and Scheer served that role.

The ASM elaborated on key items on the budget: \$125,000 was allocated for contract operators with the caveat that it may need to increase. The budget end balance is negative \$1,000 after all expenses are paid. The O&M budget expenditures cover operations and maintenance. Appropriations and capital assets include the O&M budget plus funds that are put away. The ASM cannot verify if any funds were set aside during the last fiscal year and therefore updated the allocations to \$0. These can be updated at the mid-year budget review. PCSAN has three loans issued by CVSAN. One loan is paid off and closed. A payment was made for the most current \$150,000 loan. One loan is outstanding, but the payment history is missing. It is expected that the payment history will be discovered through the accounting reconciliation. PCSAN has a cash balance of \$180,968.56. The cash account may contain payments that were not made. The total amount in the LAIF (Local Agency Investment Fund) account is unclear but could range between \$50k - \$400k. Since the Commissioners did not get to review the budget, all approved the budget as discussed.

7. WASTEWATER: None

8a. REPORT OF DEPARTMENT MANAGER: It has been determined that the electric pole fire that happened in December is on railroad property. For that reason, the Board has decided not to deposit the check from a private party for expenses incurred for the repair of the pole. A Board member has met with a railroad representative who provided him with information to file a claim. There was concern about the difficulty in working with railroads and insurance companies in general.

The Personnel Committee is working on hiring a new general manager, but no hire date has been set. A new general manager will have a wider scope of work than previous managers. A recruiting company may be considered to help with, or manage, the hiring process. An appropriate salary also needs to be determined. With the loss of the district engineer, the sanitary department will be severely understaffed. Hiring a second sanitary person is extremely important and ideally would be hired long before the wet weather season.

8b. GOVERNMENTAL MATTERS: No report.

8c. ANNOUNCEMENTS AND DISCUSSION: The DS reported that today was her "registration" day. She was born in Mexico. Often in foreign countries, a person's birthday is the date they are officially registered through their local clerk's office.

9. REPORTS/COMMENTS FROM COMMISSIONERS: A short discussion was had regarding the \$110 recreation tax specifically because the only real benefit to Port Costa residents is a discounted rate for the pool. There have been discussions that the new recreation manager hire should create revenue-generating programs and creating programs in Port Costa.

10. FUTURE AGENDA ITEMS:

- List and percentage of completed CCTV lines.
- Climate change impact on waterfront.

11. ADJOURNMENT: The meeting was adjourned at 7:00 PM until August 14, 2024.

Respectfully submitted,  
Sonia Rivas, MBA  
District Secretary

# LIGHTING & LANDSCAPE COMMISSION (L&L)

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of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525  
850 Pomona Street  
Telephone (510) 787-2992  
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website: [www.town.crockett.ca.us](http://www.town.crockett.ca.us)

## MINUTES FOR LIGHTING AND LANDSCAPING COMMISSION MEETING JULY 16, 2024.

- 1 CALL TO ORDER: The meeting was called to order at 7:04 PM by Chair Pannell. Commissioners Fisk, Garbis, Mitzel, and Pannell were present. Staff present included District Secretary (DS) Rivas, District Engineer (DE) Murdock, Administrative Services Manager (ASM) Goodman, and Event Supervisor (ES) Morales. District Board Director Peterson was also present.
- 2 CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: None.
- 3 PUBLIC COMMENTS ON NON-AGENDA ITEMS: A member of the public passed out flyers for the upcoming Relay for Life and invited the public to participate. The event will take place on August 3<sup>rd</sup> and 4<sup>th</sup>. The Chamber of Commerce announced that the Wine Stroll will take place in Crockett on August 24<sup>th</sup>.
- 4 CONSENT CALENDAR: Minutes for June 18<sup>th</sup>, 2024 were approved as presented. (Fisk 1<sup>st</sup>, Garbis 2<sup>nd</sup>, 4/0).
- 5a RECEIVE REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD: The \$50 L&L tax continues. The district secretary's role was changed from a part-time to a full-time position. The District has three seats open for the next election. Declaration of Candidacy statements are being accepted between July 15 – August 9. Election day is November 5<sup>th</sup>. The Police Liaison Committee was reduced from 7 seats to 5 seats.
- 5b DISCUSS FLOWER BASKET INSTALLATION: A representative of the Crockett Chamber of Commerce presented a formal proposal to hang four 22-inch flower baskets on decorative streetlights. The planters are 40 pounds each and contain artificial flowers for easy maintenance. The baskets are two-sided for stability and will be hung 10 to 12 feet from the ground. Hercules Landscaping Company is the installer and the insurance holder. Although the District Board does not need to approve the project, it was recommended that the Board should be informed. Staff will confirm the insurance coverage and prepare an MOU. A motion was made to approve the hanging basket project pending insurance verification. (Mitzel 1<sup>st</sup>, Garbis 2<sup>nd</sup>, 4/0).
- 5c DISCUSS MAINTENANCE PLAN: The DS prepared a worksheet based on Director Peterson's presentation at the previous meeting on how to prepare a maintenance plan to help guide the maintenance plan discussion. A maintenance schedule spreadsheet that detailed the various maintenance areas, frequency, and responsible entity was presented and discussed. The County owns the parking lot informally used as a park-and-ride is irregularly maintained but mostly by volunteers. Staff suggested that the Commission prioritize the areas outlined in Measure L and expand if the budget allows. The maintenance plan worksheet provided should be used to note maintenance done. It was noted that a full plan may take up to a year after the four seasons have been experienced. The number of Crockett volunteers continues to dwindle. A member of the public suggested incentivizing volunteers by providing food. Another person suggested offering gardening/pruning tips as a way to attract volunteers. Maintaining an ongoing list of service items was suggested.
- 5d UPDATE ON PRESSURE WASHER PURCHASE: Staff purchased a Greenworks 2000 PSI pressure washer and will be tested out in the next few days.
- 5e OUTREACH AND EDUCATION: This item was parked until further notice.

5f DISCUSS MINUTE REPORTING: A discussion was had on the most efficient and effective method to prepare minutes as they can be too detailed. There is value in being able to refer to older minutes to learn about discussions, decisions, and processes. The disadvantage to condensing summaries of actions and details relevant to a decision is that valuable details are not memorialized such as the helpful tips presented by Director Peterson when he presented his guide to creating a maintenance plan.

6a FINANCIAL REPORT ON EXPENDITURE AND AVAILABLE FUNDS: The cash account has not been reconciled. The cash account balance is \$41,012.76 with a pending \$5,000 outstanding credit. The \$327.50 charge is for the California Special District Association annual membership (CSDA) which will increase the next year. The CSDA is an invaluable resource for special districts. All commissioners have access to the organization. CSDA distributes various newsletters; members can modify the information they wish to receive on their own.

6b UPDATE ON THE BUDGET PROCESS FOR FY 24/25: Staff met with the Budget & Finance representative who approved the proposed budget for FY 24/25. The fund is healthy.

6c UPDATE ON FINANCIAL MATTERS: None.

7. REPORTS FROM STAFF: Villa Construction weed whacked the perimeter of the Bridgehead. A volunteer plans to clear the interior pending weather conditions. A recent fire in Northern California was started through mowing and the mowing operators were charged with felonies for causing the fire. The entrance to the I-80 West is owned by Caltrans and appears to not have been touched. A quote was requested to clear the frontage of the Wanda bypass up to Port Street. C&H donates funds for the Wanda bypass via the Crockett Improvement Association (CIA) and was suggested that L&L should not take that project on due to potential conflict with the District. The hillside length of Rolph Avenue from Pomona to Winslow needs addressing. The hillside is steep and costs approximately \$20,000 to clear. Recreation funded the current year, and Cal Fire funded the clearing of the previous year. Adding mulching using volunteers was suggested but could still be limited due to the steepness of the hillside. A commissioner suggested that although the process will take longer than a day, the long-term benefits may be worth the effort. There was concern that a hillside mulching project is outside of the scope and available funds of the department. It was suggested that supplemental funds from the Crockett Community Foundation could be an option. Once completed, mulching maintenance would occur every year or two. A member of the public shared that community garden planting could also be considered and double as a fire field.

8 COMMENTS FROM COMMISSIONERS: The County Public Works' scheduler confirmed that the Alhambra and Winslow medians have been addressed. The Francis median is on the schedule. The maintenance schedule is slated for twice a year. L&L may need to remind the County to schedule future maintenance. It was pointed out that the trees planted on the verges along Pomona, Rolph, and Loring were planted by the CIA and therefore Caltrans nor the County is responsible for maintaining them. L&L can ask residential property owners to remove weeds from these trees planted on their verges. There is approximately \$10,000 in an escrow account with the County set aside for tree removal of these trees if needed.

9 FUTURE AGENDA ITEMS:

- Update on maintenance plan – ongoing,
- Threshold amount for contract approvals by the commissioners.
- Adopt a Median program.
- Outreach and education.

10 ADJOURNMENT: The meeting was adjourned at 8:20 PM to August 20, 2024.

Respectfully submitted,  
Sonia Rivas, MBA  
District Secretary



# CROCKETT SANITARY COMMISSION (CVSAN)

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

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## MINUTES OF SPECIAL MEETING OF JULY 17, 2024.

1. CALL TO ORDER: The meeting was opened at 4:06 PM by Chair Manzione. Commissioners present include McDonald, Manzione, Trask, Quade, and Wais. Commissioner Quade sat as a voting member. Commissioner Bartlebaugh was absent (excused). Staff present: District Secretary (DS) Rivas, District Engineer (DE) Murdock, Administrative Services Manager (ASM) Goodman, Sanitary Department Manager (SDM) Barnhill. Board Directors Peterson and Barassi were also present.
2. REQUEST TO TAKE AGENDA ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: None.
4. PRELIMINARY REVIEW OF PUBLIC HEARINGS: None.
5. CONSENT CALENDAR: Item 5a. was pulled for discussion. Item 5b was approved unanimously.
  - a. Approve minutes of the Special Meeting of June 21, 2024.
  - b. Receive warrant transmittals.
6. CONSIDER ITEMS REMOVED FROM THE CONSENT CALENDAR:
  - a. Approve minutes of the Special Meeting of June 21, 2024. Approved with corrections. (Wais 1<sup>st</sup>, McDonald 2<sup>nd</sup>, 5/0)
- 7a. REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD AND THEIR COMMITTEES: The Annual Lighting and Landscape special tax of \$50 was continued. The specifications of the election for 2024 were approved and reflect three open seats on the Board: two full-term and one half-term. Declaration of Candidacy statements are being accepted by the County for three seats on the Board for the election on November 5<sup>th</sup>. The filing period is between July 15 – August 9. The number of seats on the Police Liaison Committee was reduced from seven to five. A new resident deputy began on July 1st. The role of the district secretary has gone from a part-time to a full-time position.
- 7b. CONSIDER OPPORTUNITIES TO REDUCE THE COMMISSION'S RECOMMENDED FY 2024/25 SEWER USE CHARGES: Staff presented a revised SUC study recommendation upon the request of the District Board for FY 24/25 at the June meeting. Director Peterson identified a potential calculation flaw and presented his findings to support his argument. The main differences were the total number of units and how C&H was considered in the calculations. After an extensive discussion, a motion was made to proceed with the recommended SUC rate increase presented at the June 26 Board meeting. (McDonald 1<sup>st</sup>, Wais 2<sup>nd</sup>, 4/0, 1 opposed- Trask)
- 7c. UPDATE ON PHONE CALLS FROM THE PUBLIC REGARDING THE SEWER USE CHARGE (SUC): Staff reported that only two phone calls were received regarding the SUC. No written protest letters were received. One caller asked why the meeting was being held after the effective date of July 1<sup>st</sup>. The second

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*Commissioners: Scott Bartlebaugh (vc), Mark Manzione (c), Dale McDonald, Valerie Quade (alt.), D'Arcy Trask, Mary Wais*

caller inquired about the apartment rate increase. Protest must be submitted in writing and include the property APN (Assessor Parcel Number).

- 7d. CONSIDER AND RECOMMEND A PROPOSED CVSAN BUDGET TO THE DISTRICT BOARD: The proposed CVSAN budget was presented and explained. A very detailed discussion was had. Clarifications were made and recommendations were made to improve the strength of the budget for accounting purposes. The ASM expects a mid-year review and update after the accounting reconciliation is completed. The Commission found the budget adequate for pursuing and going into the next fiscal year. A motion was made to move the budget forward to the board; and accept the tentative budget as presented by the Administrative Services Manager. Approved. (McDonald 1<sup>st</sup>, Wais 2<sup>nd</sup>, 4/0)
- 7e. DISCUSS THE POTENTIAL OF ACCEPTING WINE INDUSTRY WASTEWATER: The District was solicited to consider \$1 million to receive approximately 100 trucks worth of agricultural wine processing wastewater from Napa annually. Deliveries would take place mostly in the fall before wet weather. The wastewater is reverse osmosis, rejected water and contain solids. A permit modification would need to be considered and C&H would have to agree to participate. It was noted that the joint use agreement already anticipates that there may be changes in the mix or flow from Crockett. It was stressed that the revenue be net positive, that there is capacity to handle the project, and that the project should be staff driven. The extra influx of heavy truck traffic could be a significant issue for the community.
- 7f. UPDATE ON CONTRACTED OPERATORS: In anticipation of Valley Operators' last day on October 1<sup>st</sup>, Staff would like to hire a new operator that can handle both Crockett and Port Costa and overlap for training and transition. West County Wastewater is no longer servicing Crockett unless it is an emergency. Staff has met with one company and will be meeting with a second company.
- 7g. DISCUSS STAFFING TRANSITION: Staff has met with the outgoing district engineer to transition outstanding projects. The ASM and SDM are taking on additional tasks.
- 7h. DISCUSS SANITARY DEPARTMENT STAFFING NEEDS: The Interim General Manager has prioritized hiring support staff for the sanitary department. A job description is currently being created. Hiring a general manager is the second priority followed by hiring a recreation manager. Hiring a district engineer is on hold and may be reconsidered by the new general manager.
- 7i. UPDATE ON JOINT USE AGREEMENT NEGOTIATIONS: The JUA negotiation committee continues to meet and make progress. A counterproposal is being prepared. Negotiations are looking promising and Plan B to develop a separate treatment plan has been dismissed.
- 7j. PROJECT UPDATES WITH A LIST OF CURRENT PROJECTS:
- a. MOTOR CONTROL CENTER (MCC) PROJECT: Not much progress has been made. Frisch has submitted invoices for approximately \$35,000 for programming the HMI.
- b. ALEXANDER PARK SEWER PROJECT: The project has been dragging on. A new manhole was part of the project but due to the obstruction by other utility lines on Rolph Drive, the contractor was asked to build a large custom vault with the capacity for a person to stand in. There were several change orders and chargebacks. Vertical stacks were added to allow access at each sewer that enters the manhole to clear blockages or broken pipes. Each project costs \$10,000 individually. The contractor will be charged for the damage they caused. Commissioner Trask left the meeting at this time.
- 8a. UPDATE ON FINANCIAL MATTERS: The cash account balance is \$1,041,092.11.

8b. OPERATIONS, MAINTENANCE, AND CAPITAL IMPROVEMENTS: The district engineer noted various pieces of equipment that need attention sooner rather than later. The pump station is out of compliance; the District's flow meter needs replacement; the grit pump is pending repairs; the classifier is not working efficiently and needs repairs; the force main from the JTP to the C&H needs to be inspected and determined if it needs replacement. Other upgrades include painting, adding a new ladder, and clearing the roof. He estimates the costs for all repairs could be approximately \$200,000. There was a sewer lateral spill on Kendall. The contractor was asked to return with a vactor truck to properly clean the street.

An RFQ is recommended to hire a new contractor for sewer overflow spills. The Chair requested a list of risk management issues including whether the District wants to bill property owners for overflow spills. The District's attorney should consider the legality of this potential policy. The question of long-term planning was asked. The DE explained that working in Crockett has always been a catch-up environment with little to no room for future planning.

In his outgoing comments, the DE expressed that he has enjoyed working for Crockett, especially the CVSAN Commission. He has learned a lot, but the experience has convinced him not to work in a political job again. Chair Manzione and the Commissioners thanked Mr. Murdock for his time and contribution to Crockett Sanitary.

8c. GOVERNMENTAL MATTERS: None.

8d. ANNOUNCEMENTS AND DISCUSSION: None

9a. WASTEWATER COMMITTEE: The JUA negotiation team continues to meet. The Wastewater Committee has not met.

9b. BUDGET & FINANCE COMMITTEE: The budget committee met with Staff to review and approve the Sanitary Department budget for FY 24/25.

9c. INTER-AGENCY MEETINGS: None.

10. FUTURE AGENDA ITEMS:

- Update on wine wastewater opportunity.
- Initiate a project for a new contract with C&H for their sewer discharge.
- Form an Ad Hoc for an SUC consultant and planning.
- Pursue improved flow metering and data sharing from C&H.
- Hire an engineering specialist to review the sewer use study structure and consider a 5-year equalized rate increase plan.
- Hire a firm to check data on single-family residences, apartment quantities, commercial dischargers, and mixtures.
- 1 Rolph Park Drive repairs.
- Monthly Maintenance Operations Reports.
- Pump Station Grit Detritter Condition report.

11. COMMISSIONER COMMENTS: None.

12. ADJOURNMENT: The meeting was adjourned at 7:05 PM until August 21, 2024.

Respectfully submitted,  
Sonia Rivas, MBA  
District Secretary

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*Commissioners: Scott Bartlebaugh (vc), Mark Manzione (c), Dale McDonald, Valerie Quade (alt.), D'Arcy Trask, Mary Wais*

CROCKETT COMMUNITY SERVICES DISTRICT  
Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
<b>FUND 3241 - RECREATION</b>				
07/01/2024	CONTRA COSTA COUNTY TREASURER	Netchex payroll nbr 29, SPLIT	45,895.31	14957
Total FUND 3241 - RECREATION			45,895.31	
<b>TOTAL</b>			<b>45,895.31</b>	

*[Handwritten Signature]* 7/1/2024

**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**

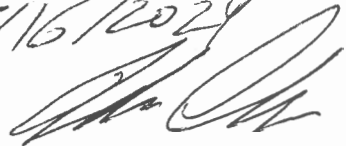
Auditor's Date: \_\_\_\_\_ Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
<b>FUND 3241 - RECREATION</b>				
07/02/2024	DC Construction, Inc	INV#2200, Park ADA project	25,966.08	14958
07/02/2024	Let's Dig, Inc.	Inv #02 Alex. Park, Pool, Com Ctr, Memorial Hall	2,811.00	14959
07/02/2024	Lincoln National Life Insurance Company	Life Ins, Acct# CCSVCD-BL-1564438, SPLIT	158.41	14960
07/02/2024	PG&E	Acct# 8212111930-7, Pool Electricity	4,311.80	14961
07/02/2024	PG&E	Gas and Electricity, Acct#6757445609-0 (comm ctr)	3,158.21	14962
07/02/2024	PRECISION SECURITY SOLUTIONS	INV# 24-SE5-103, INV# 24-SE6-240	3,780.00	14963
07/02/2024	Sonia Rivas	Retirement reimbursement, SPLIT	70.34	14964
07/02/2024	Ron Wilson	June 2024 Travel Reimbursement	89.78	14965
07/02/2024	Sierra Chemical Company	Pool Chemicals, INV#151818	1,545.73	14966
07/02/2024	STATE COMPENSATION INSURANCE FUND	INV#1001642808, SPLIT Workers comp	723.49	14967
07/02/2024	Studio 144 Architects	INV#16 Pool ADA project	1,936.75	14968
07/02/2024	TERMINIX	pest control, customer #529892	186.00	14969
07/02/2024	UNIVERSAL BUILDING SERVICES	inv #s 526261, 526176, 526175	720.00	14970
07/02/2024	USBank	Credit Card Payment May and June 2024, Master acct# 8450	18,144.94	14971
07/02/2024	The Real Yellow Pages	Advertising	136.27	14972
Total FUND 3241 - RECREATION			63,738.80	
<b>TOTAL</b>			<b>63,738.80</b>	

*John Doe* 7/2/2024

**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**  
Auditor's Date: \_\_\_\_\_ Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
<b>FUND 3241 - RECREATION</b>				
07/16/2024	Alisa Maria	Snack bar Food, Reimbursement	1,441.03	14973
07/16/2024	ALLIANT INSURANCE SERVICES	24-25 ACIP Crime Ins Renewal, INV# CROCCOM-01	216.00	14974
07/16/2024	Campbell Business Solutions	INVs 6072,7123,7400, SPLIT	4,256.72	14975
07/16/2024	CINTAS FIRE 636525	INV# 0F44823853, kitchen inspection and supplies	604.28	14976
07/16/2024	CONTRA COSTA CO AUDITOR-CONTROLLER	LAFCO Net Cost Appnt. FY 2024-25	582.14	14977
07/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 30, SPLIT	18,602.23	14978
07/16/2024	DC Construction, Inc	INV# 2205, Pool ADA project	22,142.79	14979
07/16/2024	DENALECT ALARM CO.	INV# R7360, Annual Alarm Charge	504.00	14980
07/16/2024	DOLORES M. MORALES	Mileage Reimbursement June 2024	22.78	14981
07/16/2024	EBMUD	Pool Water Charges, 5/7/24-7/8/24, Acct#30385200001	1,927.44	14982
07/16/2024	EBMUD	Com Ctr Water Charges, 5/7/24-7/8/24, acct#30385100001	350.31	14983
07/16/2024	EBMUD	Mem Hall Water, 5/7/24-7/8/24, acct# 14347900582	66.12	14984
07/16/2024	Jasmine Martuscello	Event Deposit Refund, 7/13/24	700.00	14985
07/16/2024	LESLIE'S POOL SUPPLIES	Pool Supplies, Inv# 00137-01-099877, 3/24/24	244.32	14986
07/16/2024	Lincoln National Life Insurance Company	Ins payment Acct# CCSVCD-BL-1564438, SPLIT	105.61	14987
07/16/2024	PG&E	acct# 2501517473-0	915.84	14988
07/16/2024	Richard Luchini	Diving Board Project and Supplies, 7/10/24	64.32	14989
07/16/2024	STATE COMPENSATION INSURANCE FUND	Inv#1002363119, SPLIT	848.34	14990
07/16/2024	The Real Yellow Pages	Advertising Com Ctr, Acct# 800431701	75.96	14991
07/16/2024	yanira Melgar	Cancelled event Refund 7/7/24	200.00	14992
07/16/2024	TERMINIX	Pest Control, INV# 447719737	186.00	14993
Total FUND 3241 - RECREATION			54,056.23	
<b>TOTAL</b>			<b>54,056.23</b>	

7/16/2024  


**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 324100 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>1000 - County Operating Funds</b>				
<b>1010 - Fund 3241 - Recreation</b>				
07/18/2024	Maze & Associates	Inv#s 53394 & 53301, May and June Services	4,479.52	14994
07/18/2024	CONTRA COSTA COUNTY TREASURER	CalPERS, June 2024 SPLIT	3,546.70	14995
Total 1010 - Fund 3241 - Recreation			<u>8,026.22</u>	
Total 1000 - County Operating Funds			<u>8,026.22</u>	
<b>TOTAL</b>			<u><u>8,026.22</u></u>	

*Jan [Signature]*  
7/10/24

**CROCKETT COMMUNITY SERVICES DISTRICT  
Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
<b>1000 · County Operating Funds</b>				
<b>1010 · Fund 3241 - Recreation</b>				
07/22/2024	Applied Materials & Engineering, Inc.	ADA pool project Inspection, Inv# 1240256-0524	4,967.50	14996
Total 1010 · Fund 3241 - Recreation			4,967.50	
Total 1000 · County Operating Funds			4,967.50	
<b>TOTAL</b>			<b>4,967.50</b>	

*John [Signature]*  
7/22/24



CROCKETT COMMUNITY SERVICES DISTRICT

Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 324200 Account : 0830

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<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>FUND 3242 - MAINTENANCE</b>				
07/01/2024	CONTRA COSTA COUNTY TREASUR...	Netchex payroll nbr 29, SPLIT	144.32	606
Total FUND 3242 - MAINTENANCE			144.32	
<b>TOTAL</b>			<b>144.32</b>	

*[Handwritten Signature]* 7/11/2024

CROCKETT COMMUNITY SERVICES DISTRICT  
Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 324200 Account : 0830

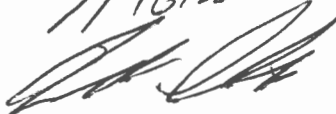
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<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>FUND 3242 - MAINTENANCE</b>				
07/02/2024	Villa's Landscape	Pomona sidewalk clean up, INV# ...	750.00	607
Total FUND 3242 - MAINTENANCE			750.00	
<b>TOTAL</b>			<u>750.00</u>	

 7/2/2024

**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**  
 Auditor's Date: \_\_\_\_\_ Fund: 324200 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>FUND 3242 - MAINTENANCE</b>				
07/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 30, SPLIT	443.92	608
07/16/2024	DOLORES M. MORALES	Reimbursement for supplies; Gloves and Pressure Washer	202.81	609
Total FUND 3242 - MAINTENANCE			<u>646.73</u>	
<b>TOTAL</b>			<u><u>646.73</u></u>	

7/16/2024  


CROCKETT COMMUNITY SERVICES DISTRICT

Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 342500 Account : 0830

Date	Name	Memo	Credit	Num
<b>FUND 3425 - PC SANITARY - O&amp;M</b>				
07/01/2024	CONTRA COSTA COUNTY TREASURER	Netchex payroll nbr 29, SPLIT	2,020.55	1873
Total FUND 3425 - PC SANITARY - O&M			2,020.55	
<b>TOTAL</b>			<b>2,020.55</b>	

*[Handwritten Signature]* 7/1/2024

**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 342500 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>FUND 3425 - PC SANITARY - O&amp;M</b>				
07/02/2024	Lincoln National Life Insurance Company	Workers Comp Ins, Split	35.20	1874
07/02/2024	L.R. PAULSELL CONSULTING	Inv # PCSD 24-7 and Inv # PCSD 24-8	2,700.00	1875
07/02/2024	Sonia Rivas	Retirement reimbursement, split	70.34	1876
07/02/2024	STATE COMPENSATION INSURANCE FUND	Inv# 1001642808, workers comp SPLIT	160.77	1877
07/02/2024	U.S. BANK	Credit Card Payment May and June 2024, SPLIT	1,113.14	1878
Total FUND 3425 - PC SANITARY - O&M			<u>4,079.45</u>	
<b>TOTAL</b>			<u><b>4,079.45</b></u>	

*[Handwritten Signature]* 7/2/2024

**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 342500 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>FUND 3425 - PC SANITARY - O&amp;M</b>				
07/16/2024	ALLIANT INSURANCE SERVICES	Insurance, SPLIT INV# 2706958	48.00	1879
07/16/2024	Campbell Business Solutions	IT svcs, Inv#s 6072, 7123, 7400, SPLIT	945.94	1880
07/16/2024	CONTRA COSTA CO AUDITOR-CONTROLLER	LAFCO Net Cost Appnt. FY2024-25, SPLIT	129.37	1881
07/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 30, SPLIT	380.50	1882
07/16/2024	LINCOLN FINANCIAL GROUP	Life Ins, SPLIT Acct# CCSVCD-BL-1564438	23.46	1883
07/16/2024	L.R. PAULSELL CONSULTING	INV# PCSD 24-9, high pressure cleaning	1,950.00	1884
07/16/2024	STATE COMPENSATION INSURANCE FUND	INV# 1002363119, SPLIT WC INS	188.51	1885
07/16/2024	V.W. Housen & Associates	Inv# 1555, Assist with annual report April 2024, SPLIT	486.00	1886
Total FUND 3425 - PC SANITARY - O&M			<u>4,151.78</u>	
<b>TOTAL</b>			<b><u>4,151.78</u></b>	

*7/16/2024*

CROCKETT COMMUNITY SERVICES DISTRICT  
Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 342500 Account : 0830

Date	Name	Memo	Credit	Num
1000 · County Operating Funds				
1020 · Fund 3425 - PCSan - O&M				
07/18/2024	Maze & Associates	Inv#s 53301 & 53394, May and June Accounting Svcs	995.48	1887
Total 1020 · Fund 3425 - PCSan - O&M			995.48	
Total 1000 · County Operating Funds			995.48	
<b>TOTAL</b>			<b>995.48</b>	

*fena Hood*  
7/10/24

CROCKETT COMMUNITY SERVICES DISTRICT

Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 342600 Account : 0830

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Date	Name	Memo	Credit	Num
<b>FUND 3426 - CV SANITARY - O&amp;M</b>				
07/01/2024	CONTRA COSTA COUNTY TREASURER	Netchex payroll nbr 29, SPLIT	24,102.25	7198
Total FUND 3426 - CV SANITARY - O&M			24,102.25	
<b>TOTAL</b>			<b>24,102.25</b>	

*[Handwritten Signature]* 7/1/2024



**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 342600 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
<b>FUND 3426 - CV SANITARY - O&amp;M</b>				
07/02/2024	Campbell Business Solutions	INV# 6852, IT support	80.00	7199
07/02/2024	Lincoln National Life Insurance Company	Life Ins, SPLIT, INV# CCSVCD-BL-1564438	158.41	7200
07/02/2024	L.R. PAULSELL CONSULTING	INV#s CVSD 24-12 and 24-13	3,650.00	7201
07/02/2024	Sonia Rivas	Retirement Reimbursement, SPLIT	70.34	7202
07/02/2024	Redwood Public Law	Legal expenses, CS and TP, INV#s 10808 & 10809	2,573.80	7203
07/02/2024	STATE COMPENSATION INSURANCE FUND	Workers Comp, SPLIT, INV# 1001642808	723.49	7204
07/02/2024	U.S. BANK	Credit card payment May and June 2024, SPLIT	7,531.12	7205
07/02/2024	Villa's Landscape	INV# CCC-011, SPLIT	5,640.00	7206
Total FUND 3426 - CV SANITARY - O&M			<u>20,427.16</u>	
<b>TOTAL</b>			<b><u>20,427.16</u></b>	


*[Signature]* *[Signature]* 7/2/2024

**CROCKETT COMMUNITY SERVICES DISTRICT**

**Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 342600 Account : 0830

Date	Name	Memo	Credit	Num
<b>FUND 3426 - CV SANITARY - O&amp;M</b>				
07/16/2024	ALLIANT INSURANCE SERVICES	24-25 ACIP Crime renewal, SPLIT Acct#CROCCOM	216.00	7207
07/16/2024	Campbell Business Solutions	IT Svcs, INV#s 6072, 7123, 7400, SPLIT	4,256.72	7208
07/16/2024	CONTRA COSTA CO AUDITOR-CONTROLLER	LAFCO Net Cost Appt. FY 2024-25, SPLIT	582.14	7209
07/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 30, SPLIT	1,712.25	7210
07/16/2024	EBMUD	Water 5/9/24-7/8/24, 500 Port St	163.93	7211
07/16/2024	EBMUD	Water 4/23/24-6/26/24, 1 RPD	126.88	7212
07/16/2024	Frisch Engineering, Inc.	June 2024 Engineering services, Task No. 1 MCCP	34,425.00	7213
07/16/2024	LINCOLN FINANCIAL GROUP	Ins Acct# CCSVCD-BL-1564438, SPILT	105.61	7214
07/16/2024	L.R. PAULSELL CONSULTING	INV CVSD 24-14 & CVSD 24-15	7,005.50	7215
07/16/2024	Soxna Dice	supplies for Garden 1 RPD	1,031.89	7216
07/16/2024	STATE COMPENSATION INSURANCE FUND	WC Ins, INV# 1002363119 SPLIT	848.34	7217
07/16/2024	TELSTAR INSTRUMENTS, INC.	Repairs INV # 122363, MCCP INV # 122165	11,837.50	7218
07/16/2024	Villa's Landscape	May 2024 Maintenance, 1 RPD	300.00	7219
07/16/2024	V.W. Housen & Associates	Apr 2024 Annual Report, SPLIT	486.00	7220
Total FUND 3426 - CV SANITARY - O&M			63,097.76	
<b>TOTAL</b>			<b>63,097.76</b>	

7/16/2024  


**CROCKETT COMMUNITY SERVICES DISTRICT**  
**Crockett Community Services District**

Auditor's Date: \_\_\_\_\_ Fund: 342600 Account : 0830

Date	Name	Memo	Credit	Num
<b>1000 - County Operating Funds</b>				
<b>1025 - Fund 3426 - CVSan - O&amp;M</b>				
07/18/2024	Maze & Associates	Inv#s 53394 & 53301, May and June Accounting Ser...	4,479.52	7221
07/18/2024	CONTRA COSTA COUNTY TREASURER	CalPERS, June 2024 SPLIT	3,546.70	7222
Total 1025 - Fund 3426 - CVSan - O&M			<u>8,026.22</u>	
Total 1000 - County Operating Funds			<u>8,026.22</u>	
<b>TOTAL</b>			<u><b>8,026.22</b></u>	

*Gene Hood*  
7/18/24

CROCKETT COMMUNITY SERVICES DISTRICT  
Crockett Community Services District

Auditor's Date: \_\_\_\_\_ Fund: 342600 Account : 0830

Date	Name	Memo	Credit	Num
<b>1000 · County Operating Funds</b>				
<b>1025 · Fund 3426 - CVSan - O&amp;M</b>				
07/22/2024	CONTRA COSTA COUNTY TREASURER	Additional Payment to CalPERS, June 2024	850.99	7223
Total 1025 · Fund 3426 - CVSan - O&M			850.99	
Total 1000 · County Operating Funds			850.99	
<b>TOTAL</b>			<b>850.99</b>	

*Jan Hood*  
7/22/24

**CONSULTING SERVICES AGREEMENT**

Crockett Community Services District  
HR Consulting Services

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of the second signature below (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client’s governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Reserved.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR’s net income, all Taxes shall be Client’s responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from the date of the second signature below through December 31, 2024.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all undisputed work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all undisputed work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.

**Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

- 1. Ownership.** Upon CPS HR’s receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors,

produced as a result of CPS HR's work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, exams, survey content, and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR's willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR's liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover

reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, pandemic, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject

matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

**Crockett Community Services District**  
850 Pomona Street, Crockett, CA 94525

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR shall assist the Crockett Community Services District with HR Consulting Services as detailed in the CPS HR proposal dated July 25, 2024 and included herein as Attachment 1 to Exhibit A.
2. CLIENT RESPONSIBILITIES:
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. CPS HR PROJECT MANAGER: Debbie Gutman [dgutman@cps hr.us](mailto:dgutman@cps hr.us)
4. CLIENT PROJECT MANAGER: Nicholas Spinner [spinnernicholas@gmail.com](mailto:spinnernicholas@gmail.com)
5. SERVICE FEES: Not to Exceed \$9,000
  - a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
  - b. CPS HR will invoice Client at the following hourly rates.

Project Manager	\$180.00
Principal Consultant/Technical Advisor	\$150.00
Senior Consultant	\$130.00
HR Consultant	\$120.00
Administrative Technician	\$100.00
  - c. Invoices will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such undisputed amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.



PROPOSAL

Crockett Community Services  
District  
HR Consulting Services

July 25, 2024

SUBMITTED BY:  
CHRISTINA BATORSKI PEACOCK  
*Manager, Talent Acquisition & HR Services*

CPS HR Consulting  
2450 Del Paso Road, Suite 220  
Sacramento, CA 95834  
P: 916-471-3426  
cbpeacock@cpsshr.us  
Tax ID: 68-0067209

[www.cpsshr.us](http://www.cpsshr.us)



Your Path to Performance

July 25, 2024

Diana Martinez, Board Vice President  
Crockett Community Services District  
850 Pomona Street  
Crockett, CA 94525

***Submitted via email to: [anewme1067@gmail.com](mailto:anewme1067@gmail.com)***

**Subject: HR Consultation Services**

Dear Diana,

CPS HR Consulting (“CPS HR”) is pleased to have the opportunity to submit a proposal to assist the Crockett Community Services District (“District”) with HR Consulting Services provide support for your agency’s HR needs. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies as necessary.

We can assist with any of your Human Resources functions as well as providing strategic HR consultation to support the day-to-day HR function as needed and on-demand. With a rich history of assisting government agencies with a full range of human resources services, we at CPS HR are confident that together we can provide expert solutions to meet your needs in a cost-effective manner.

We have a deep bench of experts in a broad array of human resources disciplines, long-term experience providing services within the public sector, and an emphasis on quality and value that can be confirmed by our current and past clients.

CPS HR also delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- ***We are practiced at providing exemplary and responsive service for a variety of HR services.*** CPS HR has held many contracts with local government agencies, so we know how to be responsive to your unique needs. We have the staff, expertise, and resources to provide top-notch professional audit and review services and we are also full-service HR practitioners.
- ***We bring in-depth understanding of all local government operations, programs, and services.*** CPS HR has been helping public agencies meet their human resource needs ***for 35 years.*** Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate content in an innovative and engaging manner.

- ***We have local presence and commitment to maintaining open communications with the District.*** Our project team will focus on integrating with your team and maintaining open communication with your staff to ensure that every activity is completed in a quality manner and adheres to the timeline and budget.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at [cbpeacock@cps hr.us](mailto:cbpeacock@cps hr.us) or (916) 471-3426.**

Sincerely,



Christina Batorski Peacock  
Manager, Talent Acquisition & HR Services

## About CPS HR Consulting

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ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Headquarters	<b>Physical:</b> 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 <b>Mailing:</b> 2450 Del Paso Road, Suite 160, Sacramento, CA 95834
Main Phone	(800) 822-4277
Regional Offices	20211 Guadalupe Street, Suite 260, Austin, TX 78705 9233 Park Meadows Dr #139, Lone Tree, CO 80124 1968 S. Coast Hwy # 961, Laguna Beach, CA 92651
Year Established	1985
# of FTEs	110
Type of Organization	Joint Powers Authority
Website	<a href="http://www.cpshr.us">www.cpshr.us</a>

CPS HR is a client-centric human resources and management consulting firm specializing in addressing the unique challenges and complexities encountered by government and non-profit organizations. With a history dating back to 1985, **we have consistently served as a trusted advisor to our clients**, understanding their specific needs as self-supporting public agencies.

***Our mission is to advance excellence in human resources within the public sector, and our vision is to empower individuals to fulfill the ideals of public service.*** CPS HR's core competency lies in our in-depth knowledge and expertise in the public sector landscape. Being a public agency ourselves, we possess a deep understanding of the intricacies and issues faced by our client base.

For nearly four decades, CPS HR has been delivering ongoing HR consultation services to a wide spectrum of clients, ranging from state, federal, and local governments to special districts and non-profit organizations. CPS HR is headquartered in Sacramento, California with regional offices in Texas, Colorado and Southern California. Our extensive experience includes numerous projects with agencies of similar size and scope.

### Core Services

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas listed below.

# CPS HR CONSULTING CORE SERVICES



**Comprehensive HR solutions for advanced organizational performance.**



## CLASSIFICATION & COMPENSATION

- Classification
- Compensation



## DIVERSITY, EQUITY & INCLUSION (DEI)

- DEI Strategic Planning
- DEI Training



## HR CONSULTING

- Audit & Compliance
- HR Outsourcing
- HR Membership
- Complaint Investigations



## LICENSING & CERTIFICATION

- Accreditation
- Candidate Management
- Program Management
- Testing Services



## ORGANIZATIONAL STRATEGY

- Organizational Assessment
- Change Management
- Employee Engagement
- Performance Management
- Succession Planning
- Workforce Planning



## RECRUITMENT & SELECTION

- Executive Search
- Mid-Management and Specialized Recruitment
- General Recruitment
- Employer Branding



## TESTING

- Assessment Center
- Job Analysis
- Test Rental
- Test Administration
- Selection Tools Development



## TRAINING & DEVELOPMENT

- Executive Coaching
- Training Center
- Open Enrollment Training
- On-Site Training

## CORE MARKETS



Federal



State



Local



Special Districts



Education



Non-Profit Organizations

## Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a “Joint Powers Agreement” by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers “to discuss, study and solve common or similar problems with respect to modern human resource and related management processes.”

Our Chief Executive Officer (CEO) reports to a Board of Directors representing diverse public sector agencies across the nation. Our Board members are listed in the chart on the next page.



## CPS HR BOARD OF DIRECTORS

1. Linda Andal, HR Director, City of Anaheim (CA)
2. Vincent Zamora, HR Director, City of Las Vegas (NV)
3. Fernando Yañez, Exec Director of Classified HR, Hayward Unified School District (CA)
4. Vacant, Pinellas County (FL)
5. Kimberly Crum, Director of HR, County of Mecklenburg (NC)
6. LaShon Ross, HR Director/Risk Management, City of Plano (TX)
7. Joseph Hsieh, Personnel Services Manager, County of Sacramento (CA)

### *Approach to Providing Outstanding Customer Service*

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. **At CPS HR Consulting, our philosophy for delivering outstanding customer service is deeply rooted in our commitment to client satisfaction and success.** We understand that every client is unique, and we tailor our approach to meet their specific needs and objectives. Our core principles for exceptional customer service include:

- **Client-Centric Approach:** We prioritize the client's goals and vision, ensuring that our solutions align with their objectives. By actively listening and engaging with our clients, we develop a comprehensive understanding of their challenges, allowing us to provide tailored and effective solutions.
- **Open Communication:** We believe in transparent and open communication throughout the project lifecycle. Our dedicated project managers maintain regular contact with clients, providing updates, addressing concerns, and seeking feedback to ensure alignment and satisfaction.
- **Responsive and Accessible:** Our team is readily available to address client inquiries and concerns promptly. Whether through scheduled meetings, e-mail, or phone calls, we maintain accessibility to support our clients whenever needed.
- **Expertise and Innovation:** Our consultants bring a wealth of knowledge and experience to each project. We stay current with industry best practices and innovative approaches to deliver solutions that drive success.

# HR Consultation

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## Our Understanding of the Scope of Work

We understand that the District is currently looking for a professional consulting firm to provide a human resources consultant to perform human resources services such as performance management and employee relations, in the absence of having a dedicated in-house HR staff, to support your District's ongoing HR needs. We are committed to provide the District with public sector HR Consultants that are significantly experienced and able to meet the level of effort to respond and satisfy the needs and requirements of your District. We are committed to respond in a timely manner to all requests within a 24-hour period.

Our HR Consulting services include but are not limited to supporting all the areas requested in your RFQ on the topic of Employee Recruitment, Selection, and Retention Services, Classification and Compensation, Employee Benefits Administration, Employee Relations Services, Coordination with District Legal Counsel General Staff Support & Program Administration as defined by the District.

## Value Added Service

### VALUE PROPOSITION

We deliver comprehensive HR solutions built on unparalleled government expertise to meet our clients' unique needs. Our experienced HR advisors bring an unmatched perspective.

### We help clients succeed by:

- **Understanding Their Goals:** We listen to your needs, understand your business, and focus on achieving your desired outcomes.
- **Unlocking New Perspectives:** Together we explore new ideas, expand possibilities, and consider the broader impact on those you serve.
- **Bringing Solutions to Life:** We put plans into action, making strategies operational and effective.
- **Empowering Their Growth:** Provide you with the tools and knowledge to elevate performance and expand capabilities for your organization and those you serve.

## HR Consulting Services

Our standard approach includes providing human resources expertise, advice, and consultation to ensure appropriate research, analysis, and professional HR guidance are utilized for all assigned duties and responsibilities. These duties would include delivery of HR services as well as providing best practice recommendations and assistance with implementation in the requested service areas.

CPS HR staff assigned would work remotely and can assist with a specific project or provide operational or strategic HR consultation to support the day-to-day HR function as needed and on-demand. We will comply with any confidentiality and system requirements the District has determined are necessary to maintain the integrity and confidentiality of its data.

**HR Support and Consultation:** In addition to the items you have specified in the request, CPS HR can provide the District with virtual HR consultation in the areas requested by the District, and we also provide support in these primary areas below. Some typical tasks listed below:

***HR Administrative Services (administration, policy development and review, compliance audits, etc.)***

- Assist with the review and interpretation of current, revised, and/or new HR-related laws, policies, and/or procedures
- Write new policies, as needed, or requested
- Periodically audit HR records and practices for compliance
- Recommend best practices for ongoing compliance
- Leave management administration

***Recruitment, Examination, and Selection***

- Work with hiring managers to develop job postings and ideal candidate profiles
- Devise a recruitment strategy and timeline
- Develop recruitment flyers or brochures, if needed
- Create and post advertising in appropriate channels
- Perform outreach to build awareness of the position and attract diverse candidate pools
- Review application materials
- Conduct scoring and screening processes
- Conduct reference and background checks, if requested (background checks incur a cost per candidate)

***Benefit Administration***

- Field employee questions
- Process benefit enrollments, changes, and terminations
- Work with third party providers
- Assist with open enrollment activities

***Employee Relations (investigations, mediation, etc.)***

- Provide advice, counsel, recommendations, and training to ensure a positive and productive work environment



- Provide direction for employee related matters such as time-off, medical leave, formal and informal employee complaints, discipline, termination of employees, and unemployment
- Prepare and implement strategies to prevent and resolve employee problems or disputes
- Provide mediation or investigative services if needed (and at an additional cost/higher pay rate)

***Labor Relations***

- Ensure compliance with MOUs or other bargaining agreements
- Policy creation relative to MOUs
- Respond to grievances
- Union communications

***Classification and Compensation Studies***

- Draft or revise job descriptions
- Perform single classification studies
- Conduct market rate base salary compensation studies

***Performance Management***

- Review performance management processes, procedures, tools, and resources and updated, if needed.
- Ensure performance management schedule is updated and communicated to employees and supervisors.
- Facilitate training of performance management process with new employees and supervisors.
- Ensure all required documentation is submitted for the employee's personnel file at the completion of the performance period.

## Human Resources Consulting Experience

CPS HR frequently works with government organizations to assist with day-to-day human resources activities which include but are not limited to recruitment and selection, policy review or development, employee relations and performance evaluations, progressive discipline, and PIPs, processing new hires and personnel record administration, classification/compensation, and providing analysis and consultation and correspondence on a variety of human resource related policies and procedures. Some examples include:

- City of Hawaiian Gardens, CA
- City of Oakland, CA
- City of Ontario, CA
- City of Rialto, CA
- City of Salinas, CA
- City of Santa Rosa, CA
- City of Turlock, CA
- Contra Costa Youth Services Board, CA
- Contra Costa Community College District, CA
- City of Moreno Valley, CA
- City of Cathedral City
- Las Gallinas Valley Sanitation District, CA
- City of Claremont, CA
- City of Menifee, CA
- San Bernardino Valley Municipal Water District, CA
- San Bernardino Valley Water Conservation District, CA
- Ventura County Transportation Commission, CA
- Jurupa Area Recreation and Parks District, CA
- Riverside Community College District, CA
- City of Sheridan, CO
- Park County, CO
- Town of Eaton, CO

## *Examples of Similar Work*

### **City of Santa Rosa, CA**

In Santa Rosa, we placed a principal consultant to work 20 hours a week onsite to handle specific human resources related activities which include but are not limited to general human resource administration, recruitment and selection efforts including public safety, classification and compensation studies, review and/or development of desk manuals related to recruitment and selection processes, review of City's current recruitment and selection processes to include recommendations of best practices.

### **City of Sheridan CO**

In Sheridan, we have placed a consultant to work 30 hours a week both onsite and remote to handle all of the day-to-day human resources activities which include, but are not limited to, general human resources administration and records management; manage hiring, onboarding, promotion and separation of employees; handle employee relations and conflict resolution; review compensation and benefits package; administer leave policies; performance management; administer worker's compensation; ensure employee handbook is current; and administer and interpret personnel policies. This engagement is current and has been in place since 2018.

### **City of Turlock, CA**

In Turlock, we have placed a senior consultant and administrative technician to work a combined 30 hours a week both remote and onsite to handle all recruitment and selection activities for the City. This engagement is current.

### **San Bernardino Valley Municipal Water District**

At San Bernardino, we provided remote human resources support up to 20 hours a week on an as needed basis. A senior consultant provided support in the areas of recruitment and selection, policy and procedure review, handbook update, employee relations, and recommendations for best practices. CPS HR also conducted an assessment of the human resource functions and determined the City needed a designated HR Manager and presented this recommendation to the District's Board for approval. CPS HR assisted with the recruitment and selection for this newly added position.

### Similar Work References

#### Reference #1

Agency:	Ventura County Transportation Commission
Type of Agency:	Public Sector – Local Government
Size of Agency:	20 employees
Contact Person/Info:	Sally DeGeorge, Finance Director; (805) 642-1591; ssellers@goventura.org
Description of Services:	Assigned a consultant to work 20 hours a week remotely to provide HR support, as needed including: general human resources administration and records management; manage hiring, onboarding, promotion and separation of employees; handle employee relations and conflict resolution; review compensation and benefits package; administer leave policies; performance management; and administer and interpret personnel policies. (September 2022 to present)

#### Reference #2

Agency:	City of Turlock, CA
Type of Agency:	Public Sector – Local Government
Size of Agency:	530 employees
Contact Person/Info:	Jessie Dhami; (209) 668-5810; JDhami@Turlock.ca.us
Description of Services:	We have placed a senior human resource consultant and administrative technician for a combined 30 hours a week both onsite and remote to assist with the City's recruitment and selection needs. (March 2021 to January 2023)

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## Pricing Structure

In response to the needs described, CPS HR will assign a highly skilled and fully knowledgeable Human Resource Consultant who will be available to provide **virtual** ongoing HR support to the District for up to 10 hours per month from contract execution (expected to begin August 12, 2024 through February 12, 2025 (approximately 6 months x 10 hours/month = 60 hours) at which times the agency may extend the agreement for continued services based upon the set hourly rates for 2025. In the event the District no longer needs HR Consulting Services, there is no obligation to expend the NTE amount set forth in the Agreement. CPS HR will invoice the District on a monthly basis for any hours expended.

CPS HR proposes a time and materials contract with a **not-to-exceed amount of \$9,000** for the first year for all labor and expenses related to HR Consulting services. At any time by mutual agreement the District may extend the NTE amount for ongoing HR Consulting services if needed.

Project Team Roles and Hourly Rate	
CPS HR Staff Classification	Hourly Rate
Project Manager	\$180/hour
Principal Consultant/Technical Expert	\$150/hour
Senior Consultant	\$130/hour
HR Consultant	\$120/hour
Administrative Support	\$100/hour

It is assumed the scope of services will be performed remotely. If onsite meetings are requested, travel time will be billed at 50% of the hourly rate and travel expenses will be billed at the standard IRS rates. Actual out-of-pocket reimbursable expenses for such items as advertising for a recruitment, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to the City for actual expenses incurred. The District will have final approval on any expenses utilized for each recruitment effort. CPS HR is open to discussing alternative work plans which may alter the cost of the project.

# Project Team

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## Key Personnel

### *Project Manager*

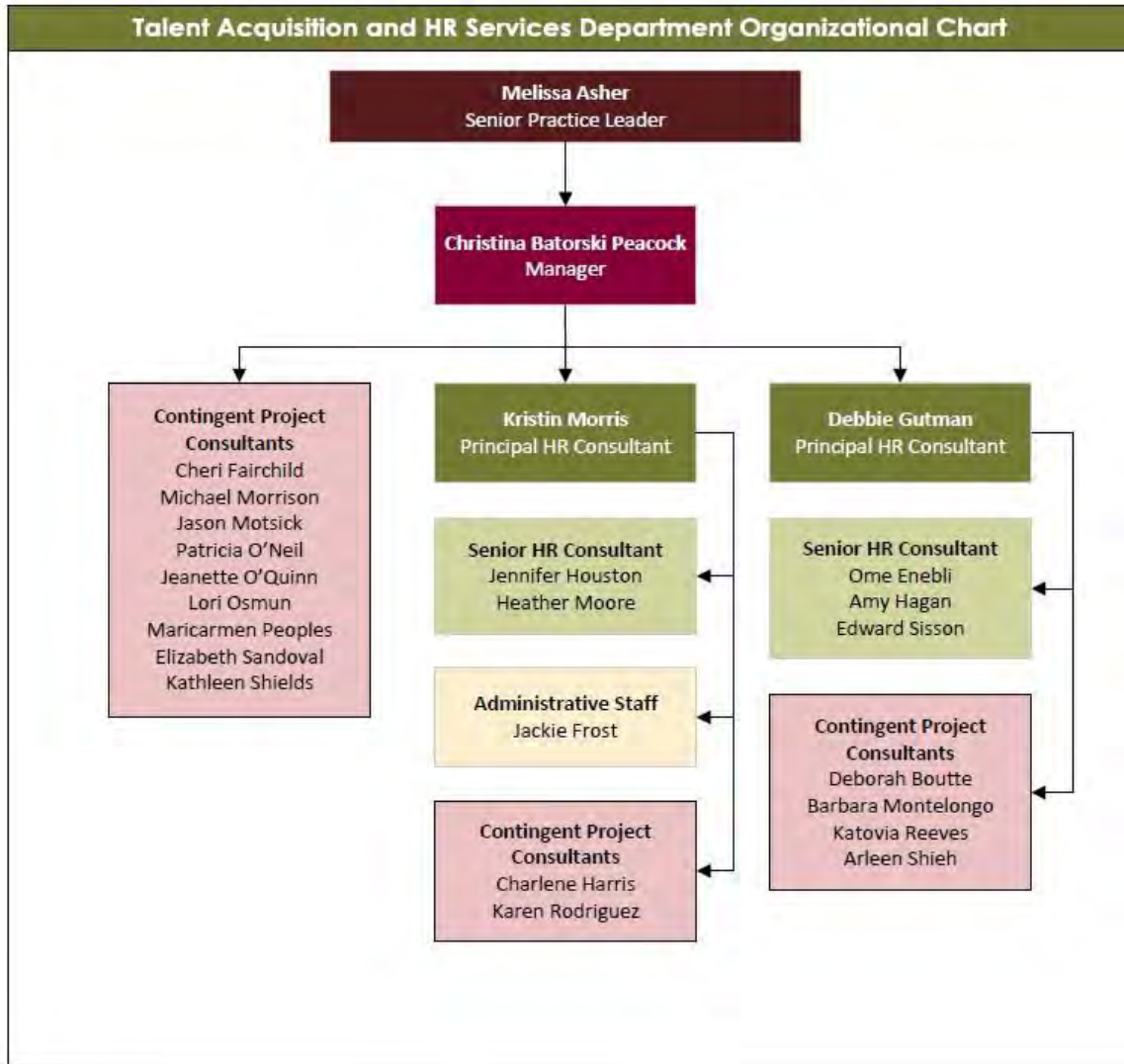
We have assembled a strong project team, with each member selected for their specific expertise, experience working in the public sector, and professionalism. We have selected **Ms. Debbie Gutman M.A., SPHR, PHR-CA** to be the Project Manager for this assignment because of her strong project management skills. She will serve as the main point of contact for the District coordinating all aspects of the project including the project staff, finalizing project plans and deliverables, organizing and securing resources, managing communications, monitoring project progress, resolving any problems, and ensure timely and successful completion of the engagement.

Ms. Gutman has over 25 years of comprehensive experience in Human Resources, including both public and private sector. She has a knowledge and understanding of federal and state labor laws, full-cycle recruiting, employee relations, compensation, training, budget administration, and policy development.

### *Project Team*

The specific project team will be based on team member availability and expertise at the time of contract execution. We have included an organizational chart of the team that will be supporting this scope of work.

All our project staff have extensive experience working with public agencies and are skilled in using programs in the Microsoft Office Suite.



**RESOLUTION NO. 24/25-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CROCKETT COMMUNITY SERVICES DISTRICT APPOINTING AN INTERIM GENERAL MANAGER**

**WHEREAS**, the Crockett Community Services District is a Special District in the State of California with an elected governing board; and

**WHEREAS**, Government Code §61050 allows the District Board to fill the role of General Manager by appointment with a qualified individual; and,

**WHEREAS**, the Board President has served as Interim General Manager on a part time basis without pay since February 28, 2024; and,

**WHEREAS**, the Administrative Services Manager has served as a full-time employee for the District for over a year, and is now well-versed in the business and administrative challenges facing the District,

**NOW, THEREFORE, BE IT RESOLVED** that the Crockett Community Services District hereby appoints Jena Goodman, the current Administrative Services Manager, to also serve as Interim General Manager, effective immediately.

**THE FOREGOING RESOLUTION** was adopted at the District's Regular Meeting held on August 28, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Nicholas Spinner, President

**ATTEST:**

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Sonia Rivas, MBA, District Secretary



**RESOLUTION NO. 24/25-05**

**A RESOLUTION OF THE CROCKETT COMMUNITY SERVICES DISTRICT  
ESTABLISHING THE DISTRICT'S APPROPRIATIONS LIMIT FOR THE 2024-  
25 FISCAL YEAR, AND CERTIFYING THAT FISCAL YEAR 2024-25  
APPROPRIATIONS SUBJECT TO LIMITATION DO NOT EXCEED THE  
APPROPRIATIONS LIMIT**

**RECITALS**

**WHEREAS**, the Crockett Community Services District was formed on July 11, 2006; and

**WHEREAS**, Article XIII B of the California State Constitution, adopted as Proposition 4 (the "Gann Initiative") by the voters of California on November 6, 1979, as expanded by Proposition 111, prohibits, with certain exceptions, an agency's annual Appropriations Subject to Limitation from exceeding a base year Appropriations Limit, except by a formula which adjusts the Appropriations Limit by changes in population and changes in cost-of-living; and

**WHEREAS**, pursuant to Government Code Section 56811, at the first district election that was held following the first full fiscal year of operation, District voters approved a fiscal year 2008-2009 Appropriations Limit of \$\_\_\_\_\_; and

**WHEREAS**, the Appropriations Limit for fiscal year 2024-25 is calculated to be \$\_\_\_\_\_, as determined by applying a percentage increase of \_\_\_\_\_ % to the fiscal year 2023-24 Appropriations Limit of \$\_\_\_\_\_; with such percentage increase being comprised of the 2024 change in the California per capita personal income of a \_\_\_\_\_ % increase, as determined by the US Department of Commerce, and the annual change in the Contra Costa County countywide population as of January 1, 2024 showing a decrease/increase of \_\_\_\_\_ % as determined by the California Department of Finance; and

**WHEREAS**, the 2024-25 Appropriations Subject to Limitation have been determined to be \$\_\_\_\_\_; and

**WHEREAS**, the documentation for the fiscal year 2024-2025 Appropriations

**12.f**

Limit and Appropriations Subject to Limitation have been made available to the public at least fifteen days prior to the Board of Directors' consideration of this resolution;

**NOW, THEREFORE BE IT RESOLVED** by the Crockett Community Services District, as follows:

1. The Board of Directors selects the US Dept. of Commerce Contra Costa County changes in cost-of-living and the State of California Dept. of Finance Contra Costa County countywide population change as the factor to be used in determining the fiscal year 2024-2025 Appropriations Limit.
2. The Board of Directors hereby adopts an Appropriations Limit of \$\_\_\_\_\_ for fiscal year 2024-2025.
3. The Board of Directors hereby certifies that the Appropriations Subject to Limitation for fiscal year 2024-2025 do not exceed the fiscal year 2024-2025 Appropriations Limit.

**THE FOREGOING RESOLUTION** was adopted at the District's Regular Meeting held on August 28, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Nicholas Spinner, President

**ATTEST:**

---

Sonia Rivas, MBA  
District Secretary

# CROCKETT COMMUNITY SERVICES DISTRICT

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P.O. Box 578 - Crockett, CA 94525  
850 Pomona Street  
Telephone (510) 787-2992  
Fax (510) 787-2459  
e-mail: admin@town.crockett.ca.us  
website: www.town.crockett.ca.us

TO: Budget & Finance Committee / Board of Directors

FROM: Administrative Services Manager

SUBJECT: Proposal: Modification of FY 24/25 Allocation of Ad Valorem Taxes (Property Tax)

DATE: August 11, 2024

The Crockett Community Services District proposed allocation of Ad Valorem Property Taxes for the FY 24/25 will need modification to reflect the current conditions of the Recreation Department Financial needs. The District currently allocates the Property Taxes using Resolution No. 18/19-25 Allocation of Ad Valorem Property Taxes, which states:

*BE IT FURTHER RESOLVED that the following constitutes the allocation policy as it relates to ad valorem taxes:*

- 1. The Crockett Sanitary Department shall receive a base minimum of \$239,918 annually, derived from the allocation rate of 85.315% as was set in FY 07/08.*
- 2. The Crockett Recreation Department shall receive a base minimum of \$42,293 annually, derived from the allocation rate of 14.684% as was set in FY 07/08.*
- 3. The base minimum amounts are guaranteed unless the property taxes received drop below \$281,211 at which point the historical Tax Rate Area (TRA) allocation formulas will be used to determine the taxes due each department.*
- 4. Property taxes received above \$281,211 shall be allocated to departments that serve the town of Crockett based on budgetary needs identified during the annual budget process, taking into consideration the historical (TRA) property tax allocation rates but not requiring them to be followed.*
- 5. The General Manager is instructed to update the TRA allocation formulas annually and alert the Board if there is a significant change year-over-year.*
- 6. The County assessed Property Tax Administrative Charges for the 1% ad valorem property tax and unitary tax shall be prorated by the same TRA formula used to prorate the taxes received.*

The modification requested would carry the cost burden of the Pool ADA renovation *(as well as carry the salary for a new Recreation Manager)* for FY 24/25. It should be noted that the Property Tax account 3240 has not had a transfer of funds in at least the last year, and currently stands at

**12.g**

\$731,621.66. Also to be noted, CVSAN has allocated a total of \$475,000 in their FY24/25 budget. According to our resolution a minimum of \$239,918 can be transferred to CVSAN fund 3426.

- To cover the cost burden, a minimum of \$180,000.00 would need to be transferred from Ad Valorem fund 3240 to Recreation fund 3241, leaving \$551,621.66 in account 3240.
- To cover the cost burden *plus 2 years' salary for a new Recreation Manager*, a minimum of \$380,000 would need to be transferred from Ad Valorem fund 3240 to Recreation 3241, leaving \$451,621.66 in account 3240.
- A minimum transfer of \$239,918 into CVSAN fund 3426, and to ensure the stability and increased community presence of the Recreation Department, availability of \$491,703.66 in Ad Valorem fund 3240 to be on hand to cover costs in Recreation fund 3241, *to fund a new Recreation Manager and stabilize the Recreation Department.*

The total District proposed budget for FY 24/25 would have to increase for fund 3241, resulting in modifying the budget for expenses, salary & benefits.

STAFF RECOMMENDATION:

*The Budget & Finance Committee should receive the report on the state of Recreation finances and form opinion on the solutions presented.*

*The Board should then receive report from the Budget & Finance Committee on the proposed changes along with recommendations and form opinion on the solutions presented in order to save the Recreation Department.*

\*\*\*\*\*

Recreation Financial Overview

As of August 11, 2024

Pool ADA Project Remainder			
TOTALS	Outstanding Expenses	Company/Arrival	Grant Reimbursement
	\$ 24,342.12	DC Construction	
	\$ 39,778.75	DC Construction	
	\$ 15,732.93	SamClar	
		On the way	\$ 28,000.00
		2 wks min	\$ 49,000.00
		4 wks min	\$ 36,000.00
<b>TOTAL:</b>	<b>\$ 79,853.80</b>		<b>\$ 113,000.00</b>
		Grant Reimbursement	\$ 113,000.00
		Less Expenses	\$ (79,853.80)
<b>Balance Forward:</b>			<b>\$ 33,146.20</b>

Pool Project Totals			
TOTALS	Expenses	Source	Grant Reimbursement
	\$ 65,000.00	Studio 144	
	\$ 406,589.46	DC Construction	
	\$ 31,465.87	Inside Source (SamClar)	
	\$ 5,000.00	Applied Materials	
<b>Total Costs</b>	<b>\$ 508,055.33</b>		
		State of CA	\$ 177,952.00
		CCF	\$ 150,000.00
		CCC	\$ 80,000.00
<b>Total Grants</b>			<b>\$ 407,952.00</b>
<b>TOTAL Costs less Grants</b>	<b>\$ (100,103.33)</b>		<b>(Out of Pocket Rec Cost)</b>

Project Costs of Essentials over Next 6 Months		
Type	Projected Costs over 6 Months	Notes
Payroll, Pool Close	\$ 42,838.00	Only 2 more payrolls
Payroll, Post Pool	\$ 69,409.35	Est 5 months
Chemicals	\$ 18,000.00	Sierra Chemical
PG&E	\$ 27,272.22	6 month est
EBMUD	\$ 8,944.44	6 month est
Eqpt	\$ 12,000.00	AC Unit repair, Pump for Pool
Maintenance	\$ 36,488.00	Landscape, Cintas, UBS
Security	\$ 9,000.00	Precision
Travel/Milage	\$ 1,200.00	est
Benefits	\$ 32,565.74	CalPERS and Medical
<b>TOTAL:</b>	<b>\$ 257,717.75</b>	

<b>Current Cash Account</b>	<b>Balance Forward and Cash</b>
<b>Balance:</b> \$ 44,863.25	<b>in Acct</b> \$ 78,009.45

Source	Potential Income
Com rental	\$ 32,748.00
Concession stand	\$ 10,000.00
<b>Total:</b>	<b>\$ 42,748.00</b>

<b>TOTAL DEFICIT With Potential Income:</b>	<b>\$ (136,960.30)</b>
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<b>TOTAL DEFICIT Without Potential Income:</b>	<b>\$ (179,708.30)</b>
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**Operations and Maintenance Agreement**

**Natural Systems Utilities  
1070 Horizon Drive  
Fairfield, CA. 94533**

And

**Crockett Community Services District  
Crockett Sanitary Department  
Port Costa Sanitary Department  
850 Pomona St  
Crockett, CA. 94525**

PREPARED BY

**Natural Systems Utilities**

August 2024

[www.nsuwater.com](http://www.nsuwater.com)

This Operations and Maintenance Agreement (“Agreement”) is dated upon 7/28/2024

(the “Effective Date”), and is between Natural Systems Utilities, a corporation organized and existing under the laws of the State of California and having its principal place of business at 1070 Horizon Dr. Suite A Fairfield CA. 94533 (“NSU”) and Crockett/Port Costa Community Services District, organized and existing under the laws of California and having its principal place of business at 850 Pomona St, Crockett, CA. 94525 NSU and the Client shall be individually referred to as a “Party” and collectively as the “Parties”.

## **RECITALS**

**WHEREAS**, the Client owns and is responsible for the operation of a Wastewater Treatment, Discharge of Port Costa, and Collection system containing 2 pump stations and 2 million gallon EQ for Crockett. (“System”); and

**WHEREAS**, the System consists of facilities and equipment as more particularly described in Exhibit C, annexed hereto and incorporated herein (collectively, “System”); and

**WHEREAS**, the Client has determined that it is in the Client’s best interest to procure the services of a contractor to operate and maintain the System in accordance with the Client’s Permit; and

**WHEREAS**, NSU is in the business of providing licensed operations and maintenance services at water and wastewater treatment facilities; and

**WHEREAS**, the Client and NSU wish to enter into an agreement for the operations and maintenance of the System and the Parties have agreed upon the terms and conditions under which NSU will provide the services to the Client.

**NOW, THEREFORE**, in consideration of the mutual rights, duties, agreements, and covenants contained herein, and agreeing to be legally bound thereby, the Client and NSU agree as follows:

1.0 **DEFINITIONS.** For purposes of this Agreement, the following standard definitions shall apply:

1.1. "Acceptable Finished Water" means treated water leaving the Water System that complies with all applicable guidelines and criteria under Applicable Law.

1.2. "Acceptable Influent" means domestic, commercial, institutional, industrial, and other wastewater received at the Facility, in quantities not exceeding the design capacity of the Facility, and which does not include any substances or contaminants that the Facility is not currently designed to treat or is not capable of pumping.

1.3. "Raw Water" means untreated influent wastewater.

1.4. "Agreement Price" means the sum of (1) the Base Monthly Fee and (2) the Additional Services Fees and Costs (as are defined in Section 5).

1.5. "Applicable Law" means any federal, state or local statute, local charter provision, regulation, ordinance, rule, mandate, order, decree, permit, code, or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any governmental authority, which applies to the services or obligations of either Party under this Agreement.

1.6. "Capital Improvement" means the purchase and installation of new equipment, System structures, or other System components, or rehabilitation of equipment, existing System structures or other System components, which are planned and non-routine.

1.7. "Change in Law" means the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Law that takes effect after the Effective Date of this Agreement.

1.8. "Emergency Call-Out" means services provided by NSU pursuant to this Agreement outside of Normal Business Hours.

1.9. "Maintenance" means those routine or repetitive activities, including preventive and predictive activities required by the equipment guidelines or manuals and those activities recommended by NSU to maximize the service life and performance of the System's equipment and the components thereof.

1.10. "Normal Business Hours" means the hours between 7:00 AM and 3:30 PM, Monday through Friday, excluding holidays.

1.11. "Repair" means those unplanned, non-routine and non-repetitive activities required for operational continuity, safety, and performance, generally due to failure, or to avert a failure of, equipment, vehicles, structures, and the System or a component thereof.

1.12. "Replacement" means the complete substitution of a piece of equipment, a component of a piece of equipment, vehicles, structures, or a component of the System due to wear, breakage, or other failure in order to return the equipment, vehicle, structure, System or some component thereof to designed functionality.

1.13. "Uncontrollable Circumstance" means any act, event, condition, or circumstance that (1) is beyond the reasonable control of NSU, (2) by itself or in combination with other acts, events, conditions, or circumstances adversely affects, interferes with or delays NSU's ability to perform its obligations under this Agreement, expands the scope of NSU's obligations under this Agreement, or increases NSU's cost of performing its obligations under this Agreement, and (3) is not the direct result of the willful or negligent act, intentional misconduct, failure to exercise proper due diligence, or breach of this Agreement by NSU. Subject to clauses (1), (2) and (3) above, an Uncontrollable Circumstance shall include, but not be limited to, the following:

1.13.1. a change in law;

1.13.2. any change that takes place between the Effective Date and the date that NSU commences performance of the services under the Agreement, which impacts NSU's performance of the services;

1.13.3. any injunction or similar order issued by a governmental or regulatory body;



1.13.4. delays or denials of any licenses, permits and approvals that are required to be maintained by NSU in order to perform the services;

1.13.5. the existence of a concealed or latent environmental condition at the System or adjoining sites;

1.13.6. contamination of the System's site from groundwater, soil or airborne substances migrating from sources outside of the System;

1.13.7. naturally-occurring events such as earthquakes, hurricanes, tornadoes, floods, fires, landslides, underground movement, lightning, epidemics and other acts of nature;

1.13.8. war, terrorism, explosion, sabotage, extortion, blockade, insurrection, riot, civil disturbance, or acts of a declared public enemy;

1.13.9. labor disputes or strikes, except labor disputes involving employees of NSU;

1.13.10. the failure of any vendor or third party to furnish services, materials, chemicals, equipment or otherwise perform its contractual obligations;

1.13.11. the result of any act, error or omission of any other contractor engaged by the Client to perform services at the System;

1.13.12. the failure of any governmental body or private utility having operational jurisdiction in the area in which the System is located to provide and maintain utilities, or telephone and telecommunication services;

1.13.13. a defect in title or placement of any encumbrance on the System;

1.13.14. the receipt of raw water at the System other than Acceptable Raw Water;

1.13.15. any breach by a Party, other than the Party claiming the occurrence of an Uncontrollable Circumstance, of its representations, warranties and covenants as set forth in this Agreement;

1.13.16. any failure, non-performance or non-compliance by a Party, other than the Party claiming the occurrence of an Uncontrollable Circumstance, with respect to its obligations and responsibilities under this Agreement;

1.13.17. the failure of the Client to proceed with a Replacement or Capital Improvement that NSU determines is necessary to provide the services in this Agreement;

1.13.18. any Replacement or Capital Improvement that interferes with NSU's obligations and responsibilities under this Agreement;

1.13.19. the action of any third party; or

1.13.20. without prejudice to the generality, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

## **2.0 TERM OF AGREEMENT.**

2.1. The initial term of this Agreement shall be for a period of five (5) years ("Initial Term"), commencing on the Effective Date **September 1<sup>st</sup>, 2024**.

2.2. Unless earlier terminated pursuant to the provisions set forth hereunder, the Agreement shall automatically renew upon completion of the Initial Term for additional consecutive twelve (12) month periods (each, a "Renewal Term" and collectively, the "Renewal Terms"), unless either Party notifies the other, in writing, of its intent to terminate at least sixty (60) days prior to the conclusion of the Initial Term or then-current Renewal Term. Unless otherwise agreed to by and between NSU and the Client, the terms and conditions of this Agreement shall remain in full force and effect during the Renewal Terms, except with respect to the fees for the services.

2.3. The Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term".

2.4. Either party may terminate with or without cause given a written sixty (60) days' notice to the other party.

### **3.0 SCOPE OF SERVICES**

3.1. NSU shall provide the work or services (the "Work" or the "Services") at one or more facilities (collectively, the "Property"), both of which are described in more detail in Exhibit A. The Services will include furnishing all skilled labor and/or materials, supervision, management, tools, and equipment necessary to perform and complete the Services. The Services will be performed in a professional manner in accordance with applicable industry standards and in accordance with the specifications set forth in Exhibit A. All Services are to be performed during normal working hours, Monday through Friday 7:00 AM — 3:30 PM (or at such other times if specifically agreed to by the parties in Exhibit A). Services include all reports, memoranda, or other materials in written form or other work product prepared by NSU pursuant to this Agreement and furnished to Client ("Deliverable"). Should there be any discrepancy in the terms of Exhibit A and this Agreement, the terms of this Agreement will prevail.

3.2. It is assumed that Client will continue to provide NSU secured access to all sampling locations. NSU will provide the following licensed operations services all of which will be included in the Services.

3.3. Certified Personnel and Subcontractors. NSU shall provide Services under the direct supervision of NSU personnel who possess valid water operator certifications as required by Applicable Law; or if no such certification is required, by personnel NSU deems qualified to perform the Basic Services. The Client acknowledges and agrees that NSU may retain subcontractors to assist NSU in the performance of the Services, who will be bound to the same duties and obligations for performance of the services as NSU. The use of subcontractors shall not relieve NSU of its responsibility or obligations under this Agreement.

### **4.0 CAPITAL IMPROVEMENTS**

4.1. During the term of this Agreement, NSU may, without obligation, provide the Client with a listing of recommended Capital Improvements, identifying the Capital Improvements that are necessary to improve the performance, safety, or increase the capacity of the System, to address or anticipate the obsolescence of portions of the System, to reduce the cost of this Agreement, to produce cost savings or efficiency innovations to the System, or are necessary to comply with existing or anticipated changes to Applicable Law (each, "Capital Improvement Project" and collectively, "Capital Improvement Projects"). The decision to proceed with construction and implementation of any such Capital Improvement Project shall be at the sole discretion and decision of the Client. If the Client decides not to proceed with construction and implementation of a Capital Improvement Project recommended by NSU that is necessary to address or anticipate the obsolescence of portions of the System or comply with existing or anticipated changes to Applicable Law, then that decision may be considered an Uncontrollable Circumstance as defined herein. If the Client implements a Capital Improvement Project, such implementation may be considered or lead to an Uncontrollable Circumstance, as more particularly set forth hereunder.

### **5.0 COMPENSATION**

5.1. Commencing on the Effective Date, the Client will pay the fees set forth in Exhibit B.

5.2. Payment Terms. NSU will invoice the Client on a monthly basis and the Client shall pay NSU for any increase in costs or expenses attributable to (1) a change in the scope of services to be provided by NSU, including any Capital Improvements, as may be agreed to by the Parties ("Change in Scope") and (2) any excise, sales, use, value added tax ("VAT"), gross receipts or other tax that may be imposed on NSU in connection with the performance of its obligations under this Agreement. The increase in costs or expenses shall be added to the Base Monthly Fee effective upon the date of the Change in Scope, and will be included in the Agreement Price. If the Parties are unable to agree upon the amount of the increase in costs and expenses attributable to a Change in Scope, the dispute will be submitted for resolution in accordance with Section 16, hereof.

5.3. Annual Rate Adjustment. NSU's fee for service payable under this agreement shall be subject to an annual upward adjustment of three and one-half percent (3.5%). The first such adjustment shall become effective commencing on the first annual anniversary of the "Effective Date" of this agreement, and subsequent adjustments shall become effective on every successive annual anniversary of the "Effective Date" during the Term.

5.4. NSU will invoice the Client for Additional Services upon completion of the work at the rates set forth in Exhibit D, or such other rate mutually agreed upon by the Client and NSU. If the work spans thirty (30) days or longer, NSU will invoice the Client for the Additional Services on a monthly basis until complete.

5.5. The Client shall be responsible for providing all Excluded Services at its sole cost and expense.

5.6. All invoices submitted by NSU shall be paid by the Client no later than thirty (30) days after the date of the invoice (for each invoice, "Due Date"). If the Client disputes any portion of an invoice in good faith, the Client shall pay the undisputed portion to NSU by the Due Date and shall provide NSU with written notice of the disputed amount and basis therefore by the Due Date. Disputes will be submitted for resolution in accordance with Section 16, hereof. Failure of the Client to provide timely and detailed written notice of any such dispute will act as a waiver of any defense or justification for failing to pay the full amount of the invoice by the Due Date.

5.7. All undisputed portions of an invoice not paid by the Due Date for such invoice shall bear interest at the rate of one and one-half percent (1.5%) per month from the Due Date. Such interest shall be calculated and added to any unpaid amounts on a monthly basis, but shall not be compounded or treated as recomputed principal.

5.8. Notwithstanding any default provision contained hereunder, if the Client fails to pay any undisputed sum to NSU when due, then NSU may, without limiting any other remedies that it may have under this Agreement or Applicable Law, upon five (5) days written notice to the Client, and provided the Client does not remedy such failure within such five (5) day period, immediately suspend performance of its obligations under this Agreement until any and all amounts due to NSU, including interest, are paid in full by the Client.

5.9. If NSU pursues a collection action for unpaid fees, the Client will be liable for all costs in connection with the collection procedures, including reasonable collectors' fees, attorneys' fees and court costs.

## **6.0 REPRESENTATIONS AND WARRANTIES**

6.1. NSU and the Client, each with respect to itself, do hereby represent, warrant, and covenant to the best of their knowledge, information and belief, with such representations, warranties, and covenants being true as of the Effective Date of this Agreement, as follows:

6.1.1. NSU and the Client have the legal authority pursuant to state and local rules, regulations, and statutes to enter into this Agreement; and;

6.1.2. NSU and the Client are authorized to do business and are in good standing under the laws of the state in which they are formed and the state in which the System is located;

6.1.3. The persons signing this Agreement on behalf of NSU and the Client have the power and authority to execute and deliver this Agreement pursuant to the Party's respective by-laws and organizational documents, and the execution, delivery, and performance of this Agreement have been duly authorized and approved by all requisite action;

6.1.4. The execution and delivery of this Agreement and the performance by NSU and the Client of their obligations hereunder (a) does not conflict with or result in a violation of (i) NSU's Articles of Incorporation, by-laws, and other organizational documents and (ii) Client's formation and organizational documents, and any applicable governing statute, law or regulation, including without limitation, those governing the operation of a public body corporate; (b) shall not violate or result in a default, immediately or with the passage of time, under any agreement, contract or instrument to which NSU or the Client is a party or by which it is, or may be, bound; and (c) shall not conflict with or violate any order, writ, judgment, or decree, issued by a governmental agency having jurisdiction, to which NSU or the Client is subject;

6.1.5. No additional approval, authorization, or other action by, or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by NSU or the Client; and;

6.1.6. Each of the provisions, covenants, and obligations contained in this Agreement is enforceable by and against the Parties under Applicable Law.

6.2. Except as noted in Exhibit E, the Client hereby warrants, represents, and covenants as follows:

6.2.1. That the System has been designed and constructed in accordance with all Applicable Law, governmental permits, and all approvals issued therefore;

6.2.2. That the System has the capacity to receive and treat Acceptable Raw Water and deliver Acceptable Finished Water in accordance with Applicable Law, and all governmental statutes, regulations, permits, and approvals required for same;

6.2.3. That the System is in good working order, operating within the parameters required by Applicable Law and its intended use, and is without any known defect or damage;

6.2.4. That there are presently no citations, summons, complaints, penalties, actions, suits, investigations, or other proceedings pending or threatened against the Client in connection with the operation or maintenance of the System, nor are there any judgments, decrees or orders of any court, governmental or administrative agency against the Client that may adversely affect the Client's or NSU's ability to perform its obligations under this Agreement;

6.2.5. That all licenses, permits, certificates, approvals, registrations, and authorizations necessary for NSU's operation of the System as set forth hereunder will be obtained and maintained by the Client and provided by the Client to NSU; and

6.2.6. That, as of the Effective Date of this Agreement, the operation and maintenance of the System is currently in compliance with all licenses, permits, certificates, approvals, registrations, and authorizations necessary for the operation of the System, as well as all provisions of Applicable Law.

## **7.0 PERMITS, APPROVALS AND CERTIFICATIONS**

7.1. Application for the renewal, modification, and payment of charges and fees in connection with any governmental permit, approval, or certification for the System required by Applicable Law are the sole responsibility of the Client. Any such governmental permits, approvals, or certifications are to be held in the Client's name.

## **8.0 SAFETY**

8.1. During the term of this Agreement, should NSU become aware of any unsafe conditions or safety violations at the System arising from the construction or condition of the System, NSU will notify the Client of such condition within a reasonable time after such discovery. Thereafter, the Client shall determine the actions needed to correct such conditions and proceed diligently, at the Client's sole cost and expense, to implement such corrective measures. The Client will notify NSU in writing of the steps the Client shall take to correct these conditions and the proposed time for implementing them. Should NSU disagree with the steps or the proposed time to implement the corrective measures, NSU will notify the Client of such disagreement and the reasons therefore, whereupon the Parties will negotiate to arrive at a mutually agreeable program for safety upgrades and a schedule therefore. Failing such agreement, either Party shall have the right to terminate the Agreement upon thirty (30) days written notice to the other Party.

## **9.0 UNCONTROLLABLE CIRCUMSTANCES**

9.1. If an Uncontrollable Circumstance occurs, NSU shall be entitled to: (1) relief from its performance obligations under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance prevents NSU's performance of such obligations; (2) an extension of time to perform its obligations under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance prevents NSU's ability to perform such obligations in the time specified in this Agreement; and (3) an increase in the Agreement Price or other fee to be paid under this Agreement to the extent that the occurrence of the Uncontrollable Circumstance increases NSU's costs of performance of its obligations under this Agreement. The occurrence of an Uncontrollable Circumstance shall not, however, excuse or delay the Client's obligation to pay monies previously accrued and owing to NSU under this Agreement, or for NSU to perform any obligation under this Agreement not affected by the occurrence of the Uncontrollable Circumstance. The Client shall continue to pay the Agreement Price to NSU during the continuance of any Uncontrollable Circumstance.

9.2. If an Uncontrollable Circumstance occurs, NSU shall notify the Client by telephone or electronic mail after NSU first learns of the occurrence thereof. Within fifteen (15) days of NSU learning of the Uncontrollable Circumstance, NSU shall provide the Client with a written description of the Uncontrollable Circumstance, the cause thereof (to the extent known), the date the Uncontrollable Circumstance began, its expected duration and an estimate of the specific relief requested or to be requested by NSU.

9.3. NSU shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Uncontrollable Circumstance, fulfill its performance obligations under the Agreement, and otherwise mitigate the adverse effects of the Uncontrollable Circumstance. While the Uncontrollable Circumstance continues, NSU shall give the Client a monthly update of the information previously submitted. NSU shall also provide written notice to the Client of the cessation of the Uncontrollable Circumstance.

## **10.0 DEFAULT**

10.1. The following shall constitute an “Event of Default” hereunder:

10.1.1. The failure of the Client to make any undisputed payment by the Due Date; and

10.1.2. The failure of either Party to perform any material term, covenant, or condition of this Agreement (“Defaulting Party”) and the default continues for more than thirty (30) days following the other Party (“Non-Defaulting Party”) giving notice of such default to the Defaulting Party; provided, however, that if the default cannot reasonably be cured within such thirty (30) day period and the Defaulting Party has attempted to cure the default within such thirty (30) day period and thereafter continues to diligently attempt to cure the default, then the cure period provided for herein shall extend up to, but in no case more than sixty (60) days.

10.1.3. If an Event of Default occurs, the Non-Defaulting Party may terminate this Agreement upon written notice to the Defaulting Party. The Non-Defaulting Party may enforce any and all rights and remedies it may have against the Defaulting Party under Applicable Law.

## **11.0 PERMITTING REQUIREMENTS, FINES AND PENALTIES**

11.1. NSU shall be responsible for all fines and penalties relating to and arising from failure of NSU to operate the System in accordance with its obligations hereunder, but only to the extent of and in proportion to the degree of fault, failure or negligence of NSU. The Client shall be responsible for all other fines and penalties relating to and arising from the System, including, without limitation, the Client’s failure to fulfill its obligations hereunder.

11.2. NSU will not be responsible for fines, claims, or penalties resulting from violations or a failure to meet the finished water quality requirements of the Client’s Permit for any period(s) and subsequent recovery period(s) in which:

11.2.1. The influent wastewater is inconsistent with system design;

11.2.2. The System is inoperable or can operate only at a reduced capacity due to construction activities, fire, flood, adverse weather conditions, labor disputes, or other causes beyond NSU’s control;

11.2.3. Discharges into the Client’s System violate any local, state, or federal rules and regulations;

11.2.4. The Client fails to make necessary Capital Improvements, other improvements that are needed to meet permit requirements, or equipment repair or replacement, or delays authorizations for items needed to meet permit requirements.

11.3. If a fine or penalty is assessed against NSU or the Client with regard to the System, the Party receiving such fine or penalty (“Notifying Party”) shall promptly notify the other Party (“Receiving Party”) in writing of such fine and penalty and include a copy of any documents received. Such notice shall also contain a statement of the Notifying Party’s position as to which party or parties bear responsibility for the fine or penalty. The Notifying Party’s notice shall include assumption of all or partial responsibility of such fine or penalty, if applicable, or its rejection of any responsibility. If the notice asserts that the Receiving Party is either wholly or partially responsible, then, within five (5) business days of receipt of such notice, the Receiving Party shall either assume all responsibility if that Party is wholly responsible, or assume partial responsibility for its portion of such fine or penalty, or reject such assertion in writing. If both Parties are partially responsible for the fine or penalty, then they shall apportion the costs of the fine or penalty in proportion to the percentage of their respective responsibility. If either Party denies responsibility or the Parties are unable to come to an agreement as to the allocation of responsibility, the Parties shall attempt to resolve the dispute amicably, failing which the Parties shall submit the matter to dispute resolution in accordance with Section 16.

11.4. As to any fine or penalty for which the Client or NSU assumes responsibility, the Party or Parties assuming responsibility shall be entitled to request and pursue an appeal or administrative hearing to review the fine or penalty at the sole cost and expense of the responsible Party or Parties; provided, however, that the Parties shall cooperate in providing access to documents and information, and execution of any consents or authorizations reasonably required. Any testimony, investigations, reports, representation, and advisory services provided by NSU are not included in the Basic Services or Additional Services, and will be provided at an additional cost to the Client, in accordance with NSU’s per diem rates then in effect, unless it is ultimately determined that NSU is responsible for the fine or penalty.

11.5. As to any fine or penalty for which responsibility is disputed, either the Client or NSU, or jointly, may request and pursue an appeal or administrative hearing to review the fine or penalty without prejudice to the allocation of ultimate responsibility between them, which would be submitted for resolution in accordance with Section 16.

11.6. The Client and NSU shall cooperate in assertion of any appropriate affirmative defenses to any alleged permit violation prior to assessment of a fine or penalty. NSU will prepare and submit the documentation to assert an affirmative defense. Any testimony, investigations, reports, representation, and advisory services provided by NSU in asserting appropriate affirmative defenses are not included in the Basic Services or Additional Services, and will be provided at an additional cost to the Client, in accordance with NSU's per diem rates then in effect, unless it is ultimately determined that NSU is responsible for the fine or penalty.

## **12.0 INDEMNIFICATION**

12.1. NSU shall indemnify and hold the Client, its employees, officers, directors, agents, consultants, contractors, and representatives harmless from and against all liability, including attorneys' fees and costs, for all damages of any nature whatsoever, including employee related injury or illness, any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the fault, failure, error, omission, negligent, or wrongful act of NSU, its employees, officers, directors, agents, consultants, subcontractors, and representatives for which it may be responsible in the performance or purported performance of its obligations under this Agreement, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of NSU, its employees, officers, directors, agents, consultants, subcontractors, and representatives.

12.2. The Client shall indemnify and hold NSU, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives harmless from and against all liability, including attorneys' fees and costs, for all damages of any nature whatsoever, including employee related injury or illness, any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the fault, failure, error, omission, negligent, or wrongful act of the Client, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives for which it may be responsible in the performance or purported performance of its obligations under this Agreement, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of the Client, its employees, officers, directors, agents, consultants, contractors, subcontractors, and representatives.

12.3. NSU shall not be responsible or liable for any casualty loss to the System unless the casualty loss is due to NSU's or its employees', officers', directors', agents', consultants', subcontractors' and representatives' fault, failure, or negligence, but only to the extent of and in proportion to the degree of fault, failure, error, omission, negligent, or wrongful act of NSU, its employees, officers, directors, agents, consultants, subcontractors, and representatives.

## **13.0 LIMITATION OF LIABILITY**

13.1. Notwithstanding any other term in the Agreement, in no event shall NSU's total liability to the Client and any of the Client's officers, directors, employees, agents, contractors, or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Agreement from any cause or causes, including, but not limited to, NSU's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed an amount equal to \$250,000.

## **14.0 CONSEQUENTIAL DAMAGES**

14.1. In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special, or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or any other theory of legal liability.

## **15.0 INSURANCE**

15.1. NSU will provide Workers Compensation Insurance and Employers' Liability Insurance in the amount of \$1,000,000 for each accident, \$1,000,000 for each employee, with a policy limit of \$1,000,000 for its employees at the statutory limit for the state in which the System is located.

15.2. NSU and its subcontractors will procure and maintain, in full force and effect during the term of this Agreement, Commercial General Liability Insurance with limits of liability of \$1,000,000 each occurrence and in the aggregate, along with an excess liability umbrella policy with limits of liability of \$2,000,000 each occurrence and in the aggregate, protecting NSU and its

subcontractors from liability resulting from bodily injury, death and property damage arising out of the acts of NSU or its subcontractors. Such acquired insurance shall extend to liability risks relating to this Agreement.

15.3. In addition, NSU will procure and maintain, in full force and effect during the term of this Agreement, Automobile Liability Insurance with a combined single limit in the amount of \$1,000,000 each occurrence.

15.4. NSU shall not be required to carry, and will not carry, any property insurance covering the System and such property insurance shall be the responsibility of the Client at its expense.

## **16.0 DISPUTE RESOLUTION**

16.1. If a dispute between the Parties arises out of, or relates to this Agreement, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation, the Parties will try to resolve the dispute by non-binding mediation, through a mutually agreed upon dispute resolution agency.

16.2. If a dispute as contemplated by Section 16.1 cannot be resolved through non-binding mediation, the Parties will submit the dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction in the state in which the System is located.

## **17.0 GENERAL PROVISIONS**

17.1. **Ownership of Records.** All regulatory records relating to the System are the property of the Client; however, NSU shall be entitled to copies of such records and reasonable use thereof. NSU shall retain ownership of its own business records and the Client shall have no right to view or obtain copies of such business records.

17.2. **Governing Law.** This Agreement and its interpretation shall be governed by the laws of the state in which the System is located.

17.3. **Entire Agreement.** No oral agreement or conversation with any officer, agent, or employee of the Client or NSU, either before or after the Effective Date of this Agreement, shall affect or modify any of its terms or obligations herein contained. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous or contemporaneous communications, representations or agreements. The terms and conditions of this Agreement may be amended by and between NSU and the Client; however, no changes, alternations, or modifications to this Agreement shall be effective unless in writing and signed by both Parties hereto. Any changes, alternations, or modifications to this Agreement, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Agreement, shall be covered by a written amendment signed by both Parties.

17.4. **Successors and Assigns.** The terms of this Agreement shall be binding upon the successors, assigns, and legal representatives in privity of contract with NSU or the Client.

17.5. **Assignment.** NSU may assign this Agreement with the prior written consent of the Client, which consent shall not be unreasonably withheld by the Client; provided, however, that NSU shall not require the consent of the Client if assignment of this Agreement is to an affiliate, subsidiary, or related entity of NSU. The Client may assign this Agreement with the prior written consent of NSU or its assignee, which consent shall not be unreasonably withheld by NSU.

17.6. **Waiver.** The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

17.7. **Conflicts.** To the extent there are any conflicts, inconsistencies or discrepancies between the terms and conditions contained in the main body of this Agreement and any attached Exhibits and Schedules attached hereto, the terms and conditions of the main body of this Agreement shall govern.

17.8. **Recitals.** The Recitals set forth above are hereby incorporated into and made part of this Agreement.

17.9. **Hiring of NSU Employees.** As further consideration for this Agreement, Client agrees that it shall not, during the term of this Agreement or for a period of one (2) years following its termination for any reason, retain the services or hire for its own employment any of the employees of NSU who performed services at any time in carrying out the terms of this Agreement,

unless Client obtains NSU's prior written consent, which shall be given at NSU's sole discretion, and upon terms and conditions acceptable to NSU. Should Client choose to retain the services of or hire employees of NSU, Client agrees to pay NSU monthly payments of five thousand dollars (\$5,000) or thirty percent (30%) of the monthly gross paid to employee for twelve months, whichever is greater.

17.10. Notices. All notices or other communications required or permitted hereunder shall be given in writing and delivered personally or mailed, by certified or registered mail, postage prepaid and return receipt requested, or by a nationally recognized priority delivery service, such as Federal Express, and addressed to the Party or Parties at the following address:

To Client: James Barnhill  
Crockett Community Services District  
PO Box 578  
Crockett, CA. 94525

To NSU: Jim Huntington  
Vice President Operations  
Natural Systems Utilities  
1070 Horizon Dr Suite A  
Fairfield, CA. 94533



Addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by mail shall be deemed to have been received by the addressee on the third (3rd) business day after posting in the United States mail, or if by a priority service, on the first (1st) business day after transmittal, or, if delivered personally, on the date of such delivery.

**IN WITNESS WHEREOF** the Client and NSU have hereto executed this Agreement under their respective corporate seals, and by the hands of their proper officers duly authorized as of the day and year first above written.

**Crockett/Port Costa Community Services Department and Sanitary Departments**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Natural Systems Utilities NSU-CA**

Signature: \_\_\_\_\_

Name: Brandon Jacka

Title: Operations Manager

## **EXHIBIT A – SCOPE OF SERVICES**

### **ROUTINE SERVICES**

- Provide CPO for Port Costa WWTP and appropriate level licensed operators and back up operators available at all times.
- Make 3 routine site visits to the System per week, as required by the respective Permit and O&M agreement, and perform the following:

#### Port Costa WWTP Task 1

- Maintain the System in a neat and orderly condition. Remove trash and coordinate with client to remove larger items if needed.
- Perform water quality sampling to comply with the respective Permits. This includes sampling per NPDES permit, semi-annual and annual nutrient sampling, and onsite 3x/week sampling for pH and chlorine residual. Transport samples to lab or coordinate with lab courier. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Record flow 3x/week.
- Coordinate the removal excess bio-solids (sludge) from the facility. NSU will notify client or hauling service for pump outs. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Coordinate with vendor to have lower line jetted monthly for grease removal. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Coordinate annual generator maintenance with vendor. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Perform monthly scum and sludge readings from all compartments of septic tank. Record logs electronically.
- Record chemical levels 3x/week and coordinate refills of chemical storage tanks. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Adjust chemical pumps as needed to achieve target dose rates. Batch smaller feed tank as needed.
- Check HMI onsite for alarm conditions or abnormal ranges.
- Inspect wet well for level and normal conditions.
- Inspect siphon/overflow tank for normal conditions.
- Inspect recirculation pumps, recirc system, and dosing structure for normal conditions.
- Inspect sand filters.
- Inspect effluent compartment.
- Conduct monthly safety inspections of the System and maintain records for review.

- Update O&M manual as required. NSU will assist client with updating O&M to current on T&M basis initially, then routine updates will be covered in scope.
- Provide all consumables required for operations of the System (e.g, paper towels, nitrile gloves, hand soap, etc.).
- Other than emergencies that present a risk to health, safety, or the environment, NSU will submit a work authorization for approval before any repairs are performed.
- Perform routine weeding inside sand filters. Weeding outside sand filters will be done on T&M basis.
- Record all readings and logs electronically
- Complete data sheets and monthly SMR upload for client to review and certify.
- NSU will be onsite for all regulatory inspections maximum of two per year included in base fee
- Test alarm dialer monthly.
- Maintain a preventive maintenance schedule and logs electronically.
- Provide 24/7 alarm coverage for the System (alarm responses will be billed at current rates)
- Provide monthly update report to client with updates on equipment needs, plant operations, plants needs, open work orders, etc.

#### Crockett Loring at Vallejo Pump Station and Main Pump Station Task 2

- Weekly inspection of small pump station for routine observations.
- Monthly amp readings of pumps at small pump station.
- 3x/week inspection of main pump station.
- Monthly Inspection of EQ tank and area. Check for intrusion, abnormal conditions, etc.
- Annual preventive maintenance on EQ blower (grease, belt, oil)
- Monitor dumpster levels and swap out dumpsters as needed. Coordinate dumpster pick up with client. Client holds contract with vendor.
- Inspect grit separator for normal conditions.
- Inspect bubbler system and record lift station levels.
- Spray down and blast scum in recirc/grit chambers.
- Spray down grit separator.
- Inspect grinder pumps for normal operation.
- Flush potable line monthly.
- Inspect grit pumps for normal operation.
- Inspect effluent transfer pumps for normal operation.
- Coordinate annual generator maintenance with vendor. Owner is responsible for fees associated either by separate contract or billed cost plus per NSU published rates
- Assist client with coordination of repairs and vendors being onsite.
- Provide 24/7 alarm coverage for the System (alarm responses will be billed at current rates)
- Provide monthly update report to client with updates on equipment needs and operation.

- Prior to rainy season inspect 2 million gallon EQ tank area for problems.
- Coordinate with client for increased coverage needs during storms and rainy season. Additional coverage will be invoiced at NSU current published rates.
- Assist client with developing preventive maintenance schedule. Once developed NSU can be available for routine visits on T&M or contract amendment.

**EXHIBIT B – COMPENSATION**

	<b>ROUTINE SERVICES TASK A</b>	<b>\$6495.00/Month</b>
	<b>ROUTINE SERVICES TASK B</b>	<b>\$2670.00/Month</b>

**EXHIBIT C- SYSTEM DESCRIPTION**

**EXHIBIT D – STANDARD BILLING RATES 2024**



**2024 Rates**

<b>Engineering</b>		<b>2024 Rates</b>	<b>Operations</b>		<b>2024 Rates</b>
Chief Technical Officer (095)		\$328.00	Operations Officer (500)		\$268.00
Principal (100)		\$305.00	Operations Director (501)		\$210.00
Principal Engineer (102)		\$235.00	Field Services Manager (503)		\$175.00
Senior Managing Engineer (105)		\$218.00	Operations Managing Engineer (504)		\$178.00
Project Director (106)		\$218.00	Site Services Supervisor- 506		\$140.00
Managing Engineer I (110)		\$202.00	Operations Manager (510)		\$193.00
Managing Engineer II (112)		\$187.00	Compliance Coordinator (515)		\$107.00
Project Manager (TBD)		\$186.00	OPSLead Oper (518)		\$134.00
Senior Project Engineer I (115)		\$175.00	Operations Supervisor (520)		\$153.00
Senior Project Engineer II (116)		\$165.00	Operations Coordinator (521)		\$98.00
Associate Project Manager (118)		\$154.00	Regional Operations Supervisor (522)		\$168.00
Sr. Designer (207)		\$154.00	Operations Lead Operator (523)		\$141.00
Project Engineer I (120)		\$149.00	W/WWTP Operator 5 (524)		\$114.00
Project Engineer II (125)		\$138.00	W/WWTP Operator 4 (525)		\$129.00
Designer/CAD Tech I (210)		\$133.00	W/WWTP Operator 3 (526)		\$121.00
Designer/CAD Tech II (212)		\$122.00	W/WWTP Operator 2 (527)		\$114.00
Engineering Intern I (460)		\$122.00	W/WWTP Operator 1 (528)		\$101.00
Engineering Intern II (465)		\$106.00	Field Service Technician I (550)		\$130.00
Technical Assistant (200)		\$101.00	Field Services Lead Mechanical Tech (551)		\$145.00
<b>Construction / Site Services</b>		<b>2024 Rates</b>	Field Svces Lead PLC& Controls Tech (552)		\$145.00
Construction Manager (400)		\$225.00	Field Service Technician II (555)		\$120.00
Construction Supervisor (405)		\$162.00	Field Service Technician III (556)		\$109.00
Construction Foreman (410)		\$140.00	Field Service PLC & Control Tech (557)		\$140.00
Construction Laborer (415)		\$105.00	Field Services Lead Fabricator (558)		\$141.00
Construction Coordinator (420)		\$110.00	Field Services Fabricator I (559)		\$124.00
Chief Inspector (PE/CM) (450)		\$176.00	Field Services Fabricator II (560)		\$110.00
Inspector (455)		\$122.00	Field Services Laborer (565)		\$92.00
<b>Administration</b>		<b>2024 Rates</b>	Fld Svc Crew Two Man Trk & Tools (578)		\$335.00
Administrative Intern (645)		\$80.00	<b>Environmental Science</b>		<b>2024 Rates</b>
Administrative Assistant (652)		\$95.00	Environmental Scientist (900)		\$98.00
			Environmental Scientist (901)		\$117.00
			Environmental Scientist (902)		\$122.00
			Environmental Scientist (903)		\$129.00
			Environmental Project Manager(910)		\$135.00
			Project Leader(915)		\$159.00
			Licensed Site Professional /LSP(920)		\$217.00
<b>Other Services</b>					
Court appearances, depositions, or professional testimony before Government authorities	Case By Case		Materials billed at cost plus 20%		
Confined Space Entry - 2 person minimum with safety equipment	\$400/hr		Emergency Hours - any hours worked not considered regular hours 1.5 X Hourly Rate		

## **EXHIBIT E – OWNER DISCLOSURES**

The Client acknowledges and agrees that it has not disclosed any non-compliant conditions existing at the System to NSU, nor is the Client aware of any non-compliant conditions existing at the System as of the Effective Date of this Agreement.



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**SALARY SCHEDULE OF WAGES BY JOB CLASSIFICATION**  
**CROCKETT COMMUNITY SERVICES DISTRICT**  
 (Proposal 8-13-2024 - ADOPTED - EFFECTIVE DATE

**CCSD Administration**

**General Manager <sup>(1)</sup> - Full Time, Salary, Exempt**

Probation	Level I			Level II			Level III			Level IV			Level V		
Per Hour	Step a	Step b	Step c	Step a	Step b	Step c	Step a	Step b	Step c	Step a	Step b	Step c	Step a	Step b	Step c
\$	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93	\$ 76.58	\$ 80.41	\$ 84.43	\$ 88.65	\$ 93.08	\$ 97.73	\$ 102.62	\$ 107.75	\$ 113.14	\$ 118.80
* Monthly salary		Monthly Income=			\$10,400	min.	\$20,593	max.	Annual Base Full Time Equivalent=			\$124,800	minimum	\$247,104	maximum

Current Rate: Not filled, Level I.a = \$60/hour      5% increase per step

**District Secretary - Full Time, Hourly, Non-Exempt**

max. benefits

Probation	Level I					Level II					Level III					Level IV			Level V		
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step a	Step b	Step c
\$ 36.00	\$ 36.00	\$ 36.90	\$ 37.82	\$ 38.77	\$ 39.74	\$ 40.73	\$ 41.75	\$ 42.79	\$ 43.86	\$ 44.96	\$ 46.08	\$ 47.24	\$ 48.42	\$ 49.63	\$ 50.87	\$ 52.14	\$ 53.44	\$ 54.78	\$ 56.15	\$ 57.55	\$ 58.99
* Hourly salary, paid bi-weekly		Monthly Income=			\$4,320	min.	\$ 6413	max.	Annual Base Full Time Equivalent=			minimum	\$74,880	maximum	\$111,155						

Current Rate: \$40.48      (Step Level II.a is \$40.73/hr)      2.5% increase per step

max. benefits

**Administrative Services Manager <sup>(1)</sup> - Full Time, Hourly, Exempt**

Probation	Level I					Level II					Level III					Level IV			Level V		
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step a	Step b	Step c
\$ 25.77	\$ 25.77	\$ 27.06	\$ 28.41	\$ 29.83	\$ 31.32	\$ 32.89	\$ 34.53	\$ 36.26	\$ 38.07	\$ 39.98	\$ 41.98	\$ 44.08	\$ 46.28	\$ 48.59	\$ 51.02	\$ 53.57	\$ 56.25	\$ 59.07	\$ 60.54	\$ 62.06	\$ 63.61
* Monthly salary, paid monthly		Monthly Income=			\$5,581	min.	\$8,333	max.	Annual Base Full Time Equivalent=			\$66,976	minimum	\$100,000	maximum						

max. benefits

**SALARY SCHEDULE OF WAGES BY JOB CLASSIFICATION**  
**CROCKETT COMMUNITY SERVICES DISTRICT**  
 (Proposal 8-13-2024 - ADOPTED \_\_\_\_\_ - EFFECTIVE DATE \_\_\_\_\_)

**CCSD Sanitary Staff**

<b>Sanitary Department Manager<sup>(2)</sup> - Salary, Exempt</b>																					
Probation	Level I					Level II					Level III					Level IV					Level V
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a
\$ 27.00	\$ 27.06	\$ 28.49	\$ 29.98	\$ 31.56	\$ 33.22	\$ 34.97	\$ 36.81	\$ 38.75	\$ 40.79	\$ 42.94	\$ 45.20	\$ 47.58	\$ 50.08	\$ 52.72	\$ 55.49	\$ 58.41	\$ 61.33	\$ 64.40	\$ 67.62	\$ 71.00	\$ 74.55
* <i>Monthly salary</i> 5% step increase      Monthly Income=      \$4,691 min.      \$12,922 max.      Annual Base Full Time Equivalent=      \$56,292 minimum      \$155,058 maximum																					
<b>Sanitary Department Field Assistant<sup>(2)</sup> - Full-time, Hourly, Non-Exempt</b>																					
Probation	Level I					Level II					Level III					Level IV					Level V
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a
\$ 25.00	\$ 25.00	\$ 25.63	\$ 26.27	\$ 26.92	\$ 27.60	\$ 28.29	\$ 28.99	\$ 29.72	\$ 30.46	\$ 31.22	\$ 32.00	\$ 32.80	\$ 33.62	\$ 34.46	\$ 35.32	\$ 36.21	\$ 37.11	\$ 38.04	\$ 38.99	\$ 39.97	\$ 40.97
* <i>Monthly salary</i> 2.5% step increase      Monthly Income=      \$4,510 min.      \$7,832 max.      Annual Base Full Time Equivalent=      \$54,120 minimum      \$93,984 maximum																					

# SALARY SCHEDULE OF WAGES BY JOB CLASSIFICATION

CROCKETT COMMUNITY SERVICES DISTRICT

(Proposal 8/13/2024 - ADOPTED

- EFFECTIVE DATE

)

## CCSD Recreation

### Recreation Dept. Manager (3) - Full-time, Exempt Position

Probation	Level I					Level II					Level III					Level IV					Level V		
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a		
\$ 27.33	\$27.33	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88	\$36.62	\$ 38.46	\$40.38	\$42.40	\$44.52	\$46.74	\$49.08	\$51.53	\$54.11	\$56.82	\$59.66	\$ 62.64	\$65.77	\$69.06	\$ 72.51		
* Monthly salary																							
					Monthly					\$4,940 min.					\$13,108 max.								
												Annual Base Full Time					\$56,845 minimum					\$150,840 maximum	

Based on  
Ron's Scale.  
Only at Full-time

(3) Recreation Department Manager serves as the Maintenance Department Manager and Aquatics Manager and performs the duties when positions are vacant.

### Recreation Facilities Manager (4)- Hourly Position, Non-Exempt - Average work load 32 hours per week

Probation	Level I					Level II					Level III					Level IV					Level V		
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a		
\$24.35	\$25.65	\$26.30	\$26.95	\$27.60	\$28.25	\$28.90	\$29.55	\$30.20	\$30.84	\$31.50	\$32.50	\$33.50	\$34.50	\$35.50	\$36.50	\$37.50	\$38.50	\$ 39.50	\$ 40.50	\$ 41.50	\$ 42.50		
* Hourly, paid bi-weekly																							
					Monthly					\$4,446 min.					\$7,367 max.								
												Annual Base Full Time					\$53,352 minimum					\$88,400 maximum	

Susan is at  
\$42.04/hour

(4) Recreation Facilities Manager performs the duties of the Assistant District Secretary when position is vacant.

\$13,592 max.

### Event Supervisor - Hourly Position, Non-Exempt - Average work load 16 to 30 hours per week.

Probation	Level I					Level II					Level III					Level IV							
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e			
\$17.52	\$18.30	\$18.82	\$19.34	\$19.86	\$20.38	\$20.90	\$21.42	\$21.94	\$22.46	\$22.98	\$23.50	\$24.02	\$24.54	\$25.06	\$25.58	\$26.10	\$26.62	\$ 27.14	\$26.62	\$26.62			
* Hourly salary, paid bi-weekly																							
					Monthly Income=					\$1,121.28 min.					\$1,703.68 max.								
												Annual Base Full Time Equivalent=					\$36,441.6 minimum					\$55,369.6	
																		\$5,820 max. benefits					

Dolores is at  
\$24.93/hour  
Ray is at  
\$21.69/hour

### Aquatics Manager / Aquatics Administrative Assistant - Seasonal - 0 to 34 hours per week

Probation	Level I					Level II					Level												
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e	Step a												
\$21.50	\$21.75	\$22.25	\$22.75	\$23.25	\$23.75	\$24.25	\$24.75	\$25.25	\$25.75	\$26.25	\$26.75												
* Hourly salary, paid bi-weekly																							
					Monthly Income=					\$0 min.					\$3,941.17 max.								
												Annual Base Full Time Equivalent=					\$47,294 minimum					\$55,640	

Alisa is at  
\$20.76/hour

### Head Lifeguard / Pool Office Manager - Seasonal - 0 to 34 hours per week

Probation	Level I					Level II																	
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e													
\$16.75	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00													
* Hourly salary, paid bi-weekly																							
					Monthly Income=					\$0 min.					\$2,799.33 max.								
												Annual Base Full Time Equivalent=					\$33,592 minimum					\$39,520 maximum	

## SALARY SCHEDULE OF WAGES BY JOB CLASSIFICATION

CROCKETT COMMUNITY SERVICES DISTRICT

(Proposal 8/13/2024 - ADOPTED - EFFECTIVE DATE )

### CCSD Recreation

#### Lifeguard (5) (6) - Seasonal - 0 to 34 hours per week

Probation	Level I					Level II						
Per Hour	Step a	Step b	Step c	Step d	Step e	Step a	Step b	Step c	Step d	Step e		
\$16.25	\$16.25	\$16.40	\$16.55	\$16.70	\$16.85	\$17.00	\$17.15	\$17.30	\$17.45	\$17.60		
* Hourly salary, paid bi-weekly												
Monthly Income=			\$0 min.		\$2,593.07 max.			Annual Base Full Time Equivalent=			\$31,116.80 minimum	\$36,608

#### Aquatics Office Assistant - Seasonal - 0 to 34 hours per week

Probation	Level I								
Per Hour	Step a	Step b	Step c	Step d	Step e				
\$16.00	\$16.00	\$16.15	\$16.30	\$16.45	\$16.60				
* Hourly salary, paid bi-weekly									
Monthly Income=		\$0 min.		\$1,438 max.		Annual Base Full Time Equivalent=		\$33,280 minimum	\$34,528 maximum

#### Maintenance Attendant (7)- Seasonal- 0 to 20 hours per week

Probation	Level I								
Per Hour	Step a	Step b	Step c	Step d	Step e				
\$16.00	\$16.00	\$16.15	\$16.30	\$16.45	\$16.60				
* Hourly salary, paid bi-weekly									
Monthly Income=		\$0 min.		\$1,438 max.		Annual Base Full Time Equivalent=		\$33,280 minimum	\$34,528 maximum

(5) Additional .25 on top of Level/Step for each approved advanced certification (ie. WSI etc.) for Lifeguards.

(6) Instructors moving to Lifeguard maintain their same Level/Step resulting in .25 increase for lateral move.

(7) Maintenance Attendant position can be filled by seasonal aquatics employee. Employee will retain the higer of the two rate schedules.

## Communications with the Department of Transportation regarding the lease between CCSD and Caltrans for the Bridgehead area.

Emails are in order of newest to oldest.

**From:** districtsecretary@town.crockett.ca.us <districtsecretary@town.crockett.ca.us>

**Sent:** Friday, August 23, 2024 12:34 PM

**To:** 'Bolanos, Hassen@DOT' <hassen.bolanos@dot.ca.gov>

**Cc:** 'Al-Zireeni, Waddah@DOT' <waddah.al-zireeni@dot.ca.gov>; Nick Spinner, Systems Engineer | Political Activist | Beard Enthusiast <spinnernicholas@gmail.com>; 'Diana Martinez' <anewme1067@gmail.com>

**Subject:** RE: Response to Crockett/Caltrans MOU

Good morning Hassen,

This is unfortunate news. The intention was not to absolve ourselves from continuing to maintain the park. We simply cannot afford many of the maintenance obligations described in the draft lease.

We would like the opportunity to resubmit a revised response with what we can realistically manage and hope that it will be satisfactory to all.

I expect you are aware of the pending dog park project which is almost complete. They have a separate lease agreement, but we are concerned that if we cannot obtain this lease if this will negatively impact the continuance of that project.

Please advise if DOT is open to a resubmittal and if the delay of this lease could impact the dog park project.

If possible, I would like to schedule a call to you to clarify some things regarding the lease.

Thank you in advance.

**Sonia Rivas**

District Secretary

[DistrictSecretary@town.Crockett.ca.us](mailto:DistrictSecretary@town.Crockett.ca.us)

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**From:** Bolanos, Hassen@DOT <[hassen.bolanos@dot.ca.gov](mailto:hassen.bolanos@dot.ca.gov)>

**Sent:** Friday, August 23, 2024 7:01 AM

**To:** [districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)

**Cc:** Al-Zireeni, Waddah@DOT <[waddah.al-zireeni@dot.ca.gov](mailto:waddah.al-zireeni@dot.ca.gov)>

**Subject:** RE: Response to Crockett/Caltrans MOU

Greetings, Sonia.

The proposed maintenance agreement recently submitted to the Crockett Community Services District ("CCSD") was intended for CCSD to solely take on the maintenance responsibility for the seven-acre park at the State Route 80 (04-CC-PM13.6) interchange at Wanda Street in Crockett. However, based on the CCSD's recent review comments, it has been determined that CCSD is not interested in assuming this responsibility. A review of State records shows that there are no previous Cooperative or Freeway agreements obligating CCSD to maintain this area. Therefore, the proposed maintenance agreement has been withdrawn.

We thank the CCSD for its cooperation and wish you success with the dog park endeavor.

Sincerely, HB.

**From:** [districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us) <[districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)>

**Sent:** Thursday, August 22, 2024 10:31 AM

**To:** Bolanos, Hassen@DOT <[hassen.bolanos@dot.ca.gov](mailto:hassen.bolanos@dot.ca.gov)>

**Subject:** RE: Response to Crockett/Caltrans MOU

Good morning Hassen,

Just quickly circling back. We have our Board meeting and was checking on the status of the review.

Thank you.

Sonia

**Sonia Rivas**

District Secretary

[DistrictSecretary@town.Crockett.ca.us](mailto:DistrictSecretary@town.Crockett.ca.us)

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**From:** Bolanos, Hassen@DOT <[hassen.bolanos@dot.ca.gov](mailto:hassen.bolanos@dot.ca.gov)>

**Sent:** Friday, July 26, 2024 6:16 AM

**To:** [districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)

**Subject:** RE: Response to Crockett/Caltrans MOU

Greetings, Sonia.

We thank the CCSD for reaching out to us and providing an update regarding Gaunt.

We will submit the CCSD review comments to the Caltrans HQ Maintenance Department for review and will get back to you in about four weeks. Typically, it takes 3-4 weeks for the review process as there is only one department that handles these documents.

Sincerely, HB.

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**From:** [districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us) <[districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)>

**Sent:** Thursday, July 25, 2024 3:45 PM

**To:** Bolanos, Hassen@DOT <[hassen.bolanos@dot.ca.gov](mailto:hassen.bolanos@dot.ca.gov)>

**Subject:** Response to Crockett/Caltrans MOU

Good afternoon Hassen,

I am the District Secretary for the Crockett Community Services District. Gaunt will no longer be with the District effective August 1<sup>st</sup> and I am taking over the Caltrans MOU task for now.

We understand you are waiting to hear from us regarding what we can manage in the MOU. I've attached a response prepared by the founder of the CCSD. Our apologies, this was supposed to have been sent to you since May.

Thank you so much for your help on this.

Regards,

Sonia

**Sonia Rivas, MBA**

District Secretary

Town of Crockett

1 Rolph Park Drive, Crockett, CA 94525

Phone: (510) 787-2992 / Mobile: (510) 375-8545

Email: [DistrictSecretary@town.Crockett.ca.us](mailto:DistrictSecretary@town.Crockett.ca.us)

# Crockett Community Services District

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P.O. Box 578 - Crockett, CA 94525

850 Pomona Street

Telephone (510) 787-2992

Fax (510) 787-2459

e-mail: [districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)

website: [www.town.crockett.ca.us](http://www.town.crockett.ca.us)

July 24, 2024

CA Dept. of Transportation, District 4  
Right of Way Property Management  
MS 13 P.O. Box 23440  
Oakland, CA, 94623-0440

**Sent via email: [hassen.bolanos@dot.ca.gov](mailto:hassen.bolanos@dot.ca.gov)**

ATTN: Hassan Bolanos

Thank you for submitting a draft "Landscape Maintenance Agreement" to the Crockett Community Services District ("CCSD") for comment. We do have concerns with the possible interpretations of certain passages that we would like to resolve. Therefore, we have drafted alternate wording that we consider acceptable for Crockett. Additional comments are shown in *italics*.

*Clarification is needed in any maintenance agreement that CCSD is not understood by Caltrans to be capable of a level of landscape maintenance on a par with California cities. The unincorporated town of Crockett, being very small, has severely limited resources. CCSD provides sanitary sewer service and recreation facilities in Crockett but largely depends on volunteers for general town maintenance activities. CCSD's ability to fund maintenance by contractors is quite modest, and yet the draft agreement is worded toward cities and counties with large budgets. CCSD requests only to participate in the general maintenance of the Crockett bridgehead, identified by Exhibit A, for public benefit, just as local volunteers have done for decades.*

*CCSD is also mindful that much has changed in the bridgehead landscaping since it was installed decades ago. There has been no irrigation within the Exhibit A area since the backflow prevention devices were destroyed in a car crash long ago. Also, a substantial amount of irrigation tubing was destroyed during previous maintenance efforts due to its failure to have been undergrounded or even securely stapled. Finally, a substantial amount of plants have died over the years for various reasons.*

*We have serious concerns that your draft is worded in ways that could be interpreted by any one attorney or Caltrans employee to be more burdensome than understood by CCSD (or intended by Caltrans?). In fact, we have already encountered just such a problem concerning an earlier permit issued by Caltrans. Therefore, we request that the limits of the State's expectations of CCSD be better defined through revision of the draft language in the paragraphs referenced below. Our suggested wording is shown in **YELLOW**. Strikeouts are shown in **GREY**.*



## LANDSCAPE MAINTENANCE AGREEMENT WITH THE CROCKETT COMMUNITY SERVICES DISTRICT

THIS AGREEMENT is made effective on \_\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the Crockett Community Services District; hereinafter referred to as “CCSD” and collectively referred to as “PARTIES”.

*First, CCSD must insist that your Paragraph 1 be revised. Any reference to the expired Encroachment Permit number 0412-N-LF-0287 would imply that CCSD agrees to restore the entire 7 acres of State property to its initial landscaping after the construction of the Alfred Zampa Bridge and deconstruction of the original Carquinez Bridge. No such effort by CCSD is feasible, and CCSD in no way agrees to undertake or assume any such restoration responsibility.*

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CCSD for newly constructed or revised improvements within STATE’s right of way by Encroachment Permit number **04-23-N-AS-1161**. ~~0412-N-LF-0287~~

*The lease agreement referenced in your Paragraph 2 is for a small area within the larger acreage for the construction of a public dog park under Encroachment Permit number 04-23-N-AS1161. That should be the sole permit referenced in this draft agreement.*

2. On March 17, 2023, a Freeway Lease Area Agreement Number 04-CCX-080-0010 was executed between CCSD and STATE, wherein the PARTIES consented to certain improvements within STATE's right of way within the jurisdictional limits of the County of Contra Costa.

3. PARTIES agree this Agreement shall not supersede in its entirety the said Freeway Lease Area Agreement executed by PARTIES on March 17, 2023.

4. This Agreement addresses CCSD’s responsibility for the landscaping, including **pre-existing** flowers, shrubs, and trees, as well as irrigation system, mulch, soil, fertilizer, landscaping water, and amenity furnishings (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 80, as shown on Exhibit A, attached to and made a part of this Agreement.

5. Maintenance responsibilities includes, but is not limited to, inspection, providing emergency repair, replacement, litter/trash removal, pest control, graffiti removal, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on said Exhibit “A.”

6. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

7. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part

hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

**7.1.** The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

**8.** CCSD agrees, at CCSD expense, to do the following:

*Nothing in this Agreement shall reference plans and specifications for landscaping improvements other than those "newly constructed or revised improvements" authorized and constructed under Encroachment Permit number 04-23-N-AS-1161.*

**8.1.** CCSD may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE **for newly constructed or revised improvements authorized and constructed under Encroachment Permit number 04-23-N-AS-1161.**

*Paragraph 8.2 is consistent with our comments above, suggesting that CCSD's responsibility shall not extend over the entire acreage but shall be limited to the much smaller area of the dog park improvements. Are we agreed that the referenced PS&E is the same one already approved by Caltrans for the dog park project and that the referenced encroachment permit is the same one already issued as 04-23-N-AS-1161?*

**8.2.** CCSD will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

**8.2.1.** CCSD contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

**8.2.2.** An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.

*CCSD cannot ENSURE that the entire area of Exhibit A is provided with water to sustain healthy plant growth or that the lack of water will not favor unattractive weed growth and brown grasses.*

**8.3** CCSD agrees to do what it can to foster "a neat and attractive appearance" of the entire area of Exhibit A, noting that the benefits of doing so voluntarily accrue principally to Crockett residents. Caltrans acknowledges that, during this era of climate change, water conservation is essential and that plants and trees must be native to local conditions and be more than drought-tolerant. The native oak trees planted throughout the Exhibit "A" area have been growing beautifully under drought conditions while non-native species have struggled and often died out. It is expected in this agreement that such transition will progress into an oak woodland of substantial merit, as was Crockett's original vision for this area. CCSD agrees to foster this more drought-tolerant landscape as nature takes control of our bridgehead. The

non-native Chitalpa is expected to give way to an alternate tree species better suited to a hot, dry climate. Other appropriate plants will be introduced, as well, subject to pre-approval by the State. CCSD shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

**8.3.1.** To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

*Most of the dead growth over the years has been the volunteer coyote brush that was not planted by Caltrans. CCSD would be happy to take counsel from Caltrans landscape architects regarding replacement species but would not agree to replace unsuccessful species, like the Chitalpa, in-kind.*

**8.3.2.** CCSD agrees to REMOVE but not replace unhealthy or dead plantings when observed. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

**8.3.3.** To expeditiously MAINTAIN, replace, repair, or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

**8.4.** To furnish electricity for irrigation system controls, and lighting system controls for all irrigation systems and street lighting systems installed by CCSD.

*CCSD agrees to "PREVENT irrigation systems from flooding or spraying onto State highway, etc., etc." However, CCSD cannot agree to "Maintain, repair and operate" any irrigation system that is not fully functional at the time of signing this agreement or is not installed by CCSD.*

**8.5.** To maintain, repair, and operate functioning the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

**8.6.** To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: ATTN: Office Chief, Environmental Maintenance, California Department of Transportation, District 4, Division of Maintenance, Landscape Maintenance, MS4A, P.O. Box 23660, Oakland, CA 94623-0660.

*The existing pedestrian/bicycle path already requires substantial work to eliminate severe cracks in the asphalt. CCSD cannot agree to repair the existing damage to asphalt.*

**8.7.** CCSD shall ensure landscaping within the dog park project area the Agreement limits provide an acceptable walking and riding surface, with the exception of the pre-existing asphalt pedestrian/bicycle path through the Exhibit "A" area, and will provide for the repair and removal of dirt, trash, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

**8.8.** To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

*CCSD agrees to HELP Caltrans to “maintain all pedestrian improvements,” with the exception of pre-existing defects such as tripping hazards caused by Chitalpa roots that are raising sidewalks in places.*

**8.9.** To MAINTAIN all pedestrian improvements encompassed within the area of the LANDSCAPING, including but not limited to, benches, bike racks, fences, interpretive signage, **other than pre-existing sidewalks and paths.** ~~and sidewalks.~~

*CCSD agrees to HELP Caltrans to “maintain the parking lot facility” but cannot agree to be held solely responsible. Cars in public parking lots will sometimes be abandoned, stolen or vandalized. Catalytic converters get stolen. People can be attacked. CCSD cannot agree to be held responsible for uninsured losses and unanticipated attacks in a State parking lot that is not under constant supervision by the State.*

**8.10.** To **ASSIST the STATE with maintenance of** ~~MAINTAIN~~ the parking lot facility within the Agreement limits, ~~including but not limited to, pavement, street sweeping, litter removal and removal of dangerous tree limbs., and maintenance of all striping and pavement markings required for the direction and operation of traffic.~~

*Clarification is requested here to define what constitutes a restoration of the dog park project area “to a safe and attractive condition acceptable to the State.” CCSD cannot further agree to the restoration of the greater Exhibit A area to some original condition, as we fully expect the site to continue transitioning into a more natural environment in better harmony with changing climatic conditions.*

**8.11.** To remove LANDSCAPING and appurtenances **constructed by CCSD** and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

*The existing pedestrian/bicycle path already requires substantial work to eliminate severe cracks in the asphalt. CCSD cannot agree to repair the existing damage to asphalt. CCSD cannot agree to be held SOLELY responsible for any improvements other than those constructed under the dog park permit. CCSD agrees to HELP Caltrans to “maintain a safe facility for bicycle travel along the entire length of the pedestrian/bicycle path” but only “by providing sweeping and debris/litter removal.” CCSD cannot agree to be held responsible for eliminating the existing hazard of severe cracks in the asphalt.*

**9. PEDESTRIAN/BICYCLE PATHS** constructed as permitted encroachments within STATE’s right of way. ~~CCSD is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, guard railing, bollard, drainage facilities, slope and structural adequacy.~~ **STATE agrees to repair existing asphalt damage along the entire length of the pedestrian/bicycle path. Following such repairs acceptable to CCSD, the** CCSD will maintain, at CCSD expense, a safe facility for bicycle travel along the entire length of the path/lane by providing sweeping and debris/litter removal when necessary, and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

10. STATE may provide CCSD with timely written notice of unsatisfactory conditions that require correction by the CCSD. However, the non-receipt of notice does not excuse CCSD from maintenance responsibilities assumed under this Agreement.

11. STATE shall Issue encroachment permits to CCSD and CCSD contractors at no cost to them.

## 12. LEGAL RELATIONS AND RESPONSIBILITIES:

12.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction, and maintenance of these STATE highway improvements or CCSD facilities different from the standard of care imposed by law.

*CCSD cannot agree to pay State expenses to cure some alleged default unless CCSD concurs that the intended maintenance is reasonably CCSD's sole responsibility. This paragraph can be better worded to reflect that Crockett is not a city and CCSD is merely a small special district with good intentions but severely limited means.*

12.2 If during the term of this Agreement, CCSD should cease to maintain the landscaping to the satisfaction of the State as provided by this Agreement, **CCSD shall remove all improvements constructed under the dog park permit at CCSD's sole expense, upon written notice to cure the default** and restore STATE's right of way to ~~its prior or~~ a safe operable condition. ~~However,~~ Prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CCSD to cure the default and CCSD will have thirty (30) days within which to affect that cure. **If CCSD fails to act within that time,** STATE may ~~either~~ undertake to perform that MAINTENANCE on behalf of CCSD at CCSD's expense. ~~or direct CCSD to remove or itself remove LANDSCAPING at CCSD's sole expense~~

CCSD hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE.

12.3. Neither CCSD nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CCSD and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CCSD.

12.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CCSD under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CCSD shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and

description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CCSD under this Agreement.

## **12.5. PREVAILING WAGES:**

**12.5.1. Labor Code Compliance** - If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CCSD must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CCSD agrees to include prevailing wage requirements in its contracts for public works. Work performed by CCSD'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

**12.5.2. Requirements in Subcontracts** - CCSD shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CCSD's contracts.

*Are we agreed that the stated liability insurance requirement is NOT ADDITIONAL to the insurance requirement of the lease agreement cited in Paragraph 2? If not in agreement, we may be at an impasse.*

**13. INSURANCE** - CCSD and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

**14. TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CCSD's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

**15. TERM OF AGREEMENT** -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

**PARTIES** are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

CROCKETT COMMUNITY SERVICES DISTRICT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Initiated and Approved by:

\_\_\_\_\_

Nicholas Spinner  
General Manager, CCSD

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

LEAH BUDU  
Deputy District Director Maintenance Division  
District 04

\_\_\_\_\_

Sonia Rivas, MBA  
District Secretary, CCSD

\_\_\_\_\_

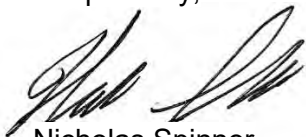
Richard Pio Roda  
District Counsel, CCSD

EXHIBIT "A"

(Plan map identifying the applicable STATE Routes (Freeway proper), Crockett roads and CCSD facilities).

Thank you for your consideration of our comments on your draft agreement. CCSD has every intention of being a responsible partner with Caltrans in the maintenance of the Crockett bridgehead property within the financial constraints of our unincorporated town.

Respectfully,



Nicholas Spinner  
President of the Board  
Crockett CSD

# CROCKETT COMMUNITY SERVICES DISTRICT

P.O. Box 578 - Crockett, CA 94525 ♦ 850 Pomona Street  
 Telephone (510) 787-2992 | Fax (510) 787-2459  
 e-mail: DistrictSecretart@town.crockett.ca.us  
 website: www.town.crockett.ca.us

TO: Board of Directors  
 FROM: District Secretary  
 SUBJECT: Dog Park MOU  
 DATE: August 28, 2024

For discussion on August 28, 2024.

Minutes of CCSD Board meeting of July 24, 2024

8d. CONSIDER DOG PARK MEMORANDUM OF UNDERSTANDING (MOU): The MOU was brought back to resolve the responsible party for insurance coverage. Staff identified financial supporters to cover Caltrans's required waiver of subrogation to use the bridgehead land. The Dog Park representative was previously provided with various organizations to seek financial assistance for subsequent years. The Board agreed that the District would not cover liability insurance. After a discussion on trash receptacles and collection, the Board agreed that the District would not be responsible for dog waste collection, but the dog park volunteers could dispose of waste in District trash cans. The MOU was updated to reflect that the District will not cover liability insurance, utilities, or dog waste. The lease terms were changed from five years to one. There was a short discussion that explained that the dog park could not incorporated into the Recreation department because there are no revenues to fund the ongoing upkeep and maintenance of the park.

Modifications to the Crockett Dog Park MOU.

Original language:	Modification:
E. Following the construction of the dog park, the CCSD shall serve as the fiduciary sponsor for liability insurance (Waiver of Subrogation) between the Dog Park and Caltrans where the insurance will be paid through outside grants and corporate donations. If the liability insurance is not paid, Caltrans has the right to terminate the lease.	E. Following the construction of the dog park, the CCSD shall serve as the fiduciary sponsor for liability insurance (Waiver of Subrogation) between the Dog Park and Caltrans where the insurance will be paid through outside grants and corporate donations. If the liability insurance is not paid, Caltrans has the right to terminate the lease.
F. Following the construction of the dog park, the CCSD shall pay the costs of utilities (water) and shall assume responsibility for frequent dog waste disposal.	<i>This bullet was removed, and the order was adjusted automatically.</i>
K. The initial term of this MOU is five (5) years beginning on _____, after which this MOU will automatically renew for successive one (1) year terms unless either party gives notice to the other within thirty (30) days of the end of the initial term or the end of any subsequent renewal period.	J. The initial term of this MOU is one (1) year beginning on _____, after which this MOU will automatically renew for successive one (1) year terms unless either party gives notice to the other within thirty (30) days of the end of the initial term or the end of any subsequent renewal period.

\*\*\*\*\*



**On Thursday, August 22, 2024 at 03:00:45 PM PDT, Nancy Rieser <[gofindnancy@yahoo.com](mailto:gofindnancy@yahoo.com)> wrote:**

Hello Sonya,

Yes, please request that this MOU be put on the agenda.

Not only were the past proposed changes not shared with us *before* the July meeting, we were not advised the MOU changes were on the July agenda. We found out about the changes in MOU after the meeting.

I should also add that the minutes were only available to the public when they finally were posted on the website, well after the meeting itself. I did see the proposed draft that sent to Glenn after the meeting.

Suffice it to say, the lack of transparency has been surprising and disquieting.

But further -- and even more important -- the specific (and deliberate) omission of CCSD's obligation to provide water to the dog park violates the terms of the 47,290.00 Crockett Community Foundation (CCF) grant. Violating the terms of the grant is a legal risk and comes with financial consequences.

Finally, I would remind CCSD that Crockett has shared long, successful financial relationship with the CCF that goes back about 30 years.

The community of Crockett has the Crockett Community Foundation to thank for all the upgrades to the Community Center, swimming pool, and tennis courts. and the creation of the bocce courts (half of them sited in Rithert Park, owned by C&H).

One would think that the CCSD would honor that 30-year partnership and enable it to continue through good decision-making.

As I said before, I am aware that the CCSD finds itself "against the ropes" financially. We would like to assist -- in a limited fashion -- from our previous fundraisers to reimburse -- as a gift -- the start-up fee (\$69) the deposit (\$100) and monthly water useage (about \$35 a month) for the first year.

I need to repeat: It will be from our private funds, not the grant monies. To use grant monies for an expenditure that CCSD -- years ago -- said it would provide violates the terms of the CCF grant.

Three Crockett volunteers on this project have served on the CCF board in the past. We take compliance very seriously!

Thanks so much, Sonia.

Please let me know (now that C&H have made their separate contributions to cover the insurance piece) if the Waiver of Subrogation has been written and submitted to CalTrans.

If so, please send us a copy of the waiver so we can include it our leasing records.

Again, thanks, and have a wonderful day....and weekend!

Nancy

On Tuesday, August 20, 2024 at 11:00:02 AM PDT, <[districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)> wrote:

Good morning Nancy,

I believe you may have misunderstood Jena. She said you can ask me to add this to the Board's agenda if you wish you contest the changes.

Neither I nor Jena have the authority to override the Board's decision on the utilities as noted in the most recent MOU.

Luigi was being helpful with EBMUD by reaching out to them on your behalf, but there was no indication that the District would cover the costs. You have to remember we are a Sanitary, Recreation, and Maintenance special district, not a typical municipality, and therefore, the Dog Park is outside of the services we provide for the public.

I'm sorry I can't help with EBMUD. Let me know if you want me to add this to the Board agenda for next week.

Enjoy this beautiful day!

Sonia Rivas

District Secretary

[DistrictSecretary@town.Crockett.ca.us](mailto:DistrictSecretary@town.Crockett.ca.us)

From: Nancy Rieser <[gofindnancy@yahoo.com](mailto:gofindnancy@yahoo.com)>

Sent: Tuesday, August 20, 2024 9:41 AM

To: Sonia Rivas <[districtsecretary@town.crockett.ca.us](mailto:districtsecretary@town.crockett.ca.us)>; Jena Goodman <[goodman.jena@gmail.com](mailto:goodman.jena@gmail.com)>

Cc: Glenn Hummel <[glenn@ghummel.com](mailto:glenn@ghummel.com)>

Subject: Water service and the dog park

Good morning, Sonia!

Last week, Jena gave me the approval to reach out to you and request that CCSD activate the water service for the dog park. Please reach out to Jena to obtain any necessary billing information you may need to start the service. (I've cc'd Jena on this email.)

Quick summary about the meters up on Pomona: There are two meters up on the Pomona Street berm overlooking the dog park. Years ago, one of those meters provided water for the irrigation system for the entire Bridgehead area. However, the other meter ( meter # 8 4 3 1 8 3 2 4 ) was dedicated to a smaller, more standard level of water usage.

For a good overview of the two meters (with pictures) please see the attached pdf, *EBMUD Meters\_Dog Park*.

The second meter mentioned above ( meter # 8 4 3 1 8 3 2 4 ) -- that's dedicated to a more standard water useage -- is featured on page two. That will be the meter that will be activated for the dog park.

Regarding costs: Back in March, Luigi called EBMUD directly and got information regarding the pricing associated with the two different meters. In the attached pdf, the financial information Luigi obtained for both meters is shown in blue text.

As per EBMUD, the cost associated with activating meter # 8 4 3 1 8 3 2 4 is just \$67 (plus a minimum \$100 deposit.) The actual water useage should cost (approximately) a little under \$33 a month.

We understand that CCSD is going through a tough financial patch these days. Please send the dog park committee an invoice so that we can reimburse those costs out of our funds for now. The reimbursement invoice can be sent to Glenn Hummel (also cc'd above.)

*Thank you, Sonia!*

Nancy

Crockett Community Services District 850 Pomona Street PO Box 578 Crockett, CA 94525  
[to be replaced with CCSD letterhead]

September 26, 2018

Crockett Community Foundation  
PO Box 155  
Crockett, CA 94525

Dear Board Members,

CCSD is pleased to submit this request for your review. We look forward to your support in our cooperative efforts to establish Crockett's first community dog park at the bridge head between Pomona Street and Ceres.

The Crockett Bridge Head land is owned by CalTrans and is managed by CCSD through an encroachment permit. CCSD is also authorized to provide recreation services to the public including but not limited to parks by the Contra Costa Local Agency Formation Commission (LAFCO) Resolution No. 04-22 adopted October 12, 2005.

This proposal for a dog park in Crockett builds on a successful 25-year history of CalTrans collaboration with local communities that have allowed dog parks to be constructed on underutilized CalTrans property. This project will be the 3rd dog park on CalTrans land in the East Bay.

Our proposal is seeking \$43,605 to help with the development and installation of an enclosed, securely fenced and double-gated, community dog park. The area has many essentials for a good dog park, namely:

- It is centrally located and within walking distance to the greater part of downtown, especially to senior housing.
- It has great parking (20 spaces) with 2 handicap ramps to the sidewalk.
- The site has water on a controllable timer and electricity.
- It is large enough to accommodate large and small dog parks.
- The curvy overhead bridge structures will provide shade in the summer when it's hot and shelter when it's rainy.
- It has a magnificent view of the bridge and the Carquinez Strait.

The Crockett dog park will be open to the general public, but operated in accordance with county safety rules and guidelines.

**This dog park supports Crockett Community Foundation's objectives to provide long-lasting benefits and to serve a large segment of the community.**

Dog ownership cuts across all Crockett's demographic groups: age, gender and race. A Crockett dog park will provide a place where dogs and their owners can socialize and create a sense of community. This enclosed space will enable dogs to get good off-leash exercise and social activity with other dogs. Exercise and socialization will help decrease the level of troublesome behavior, which will benefit the larger community as well. Research has shown that community dog parks improve public health by providing receptacles for dog waste.

Historically, dog parks have proven to transform questionable or under-used spaces into vibrant safe havens for the community by providing an influx of caring and involved people who historically self-maintain the space. Because of that, the anticipated maintenance load for CCSD is relatively light as much of the day-to-day maintenance and welfare of the dog parks is volunteer and peer-driven.

Unlike the beautiful (and sometimes challenging) hiking trails that surround Crockett, Port Costa and Tormey, the Crockett dog park will be fully ADA accessible. With sustainability and disability access in mind, we have chosen EZ Roll gravel pavers for the pathways and seating areas. The pavers are made up of hexagonal cells, joined together, that are able to handle heavy structural loads and meet ADA requirements. The "geotextile" fabric comes in large rolls. The cells are filled with gravel and covered with crushed granite. Unlike concrete, this system is porous, allows for water filtration and reduces erosion.

**There are also three features that will mitigate the possible impacts.**

- The area was landscaped by CCSD several years ago. The bushes and trees around the edges are thriving and will soften the presence/impact of the new fencing. Plants, that are either toxic to dogs or in danger of being destroyed, inside the enclosure, will be carefully dug up by CREEC volunteers, repotted and sold to support that non-profit organization.
- There is an ample 20-foot set-back between the multi-use path and the entrance gates that will provide plenty of space for dog owners to approach the park and open the gates without clogging up the path behind them (so the occasional jogger and/or biker will be able to pass with ease.)
- The presence of an already existing of seldom used (and occasionally abused) parking lot can provide parking for visitors who need to drive there. Therefore, nearby residents will not be impacted by an increase of visitors taking up parking spaces.

The dog park will enhance the quality of life for those who live in communities of Crockett, Port Costa, and Tormey. It will be within walking distance of most residents and will provide a safe, enclosed park with ADA accessible parking and pathways where folks of all ages and abilities can gather to exercise and socialize their dogs off-leash.

**This project had broad community support and will easily meet the 10% matching funds requirement.**

A group of *can-do* local citizens created the dog park plans based on successful dog park designs in nearby municipalities (Vallejo, Pleasant Hill, Pinole and Hercules). This dog park committee has been working in a close partnership with CCSD. Some committee members have many years of experience working in the non-profit field, specifically in Donor Relations and Fundraising. There has already been an effort to reach out to the community, and commitments from various local organizations have been received.

The Crockett Lion's Club has offered to donate benches, the amount of which will exceed the grant's 10 % matching funds requirement (see attached budget). The local scout leader has approached us expressing an interest in some aspects of the dog park for possible Eagle Scout project. There will be many opportunities for eager volunteers of *all* ages when we are ready to put this in this ground: Operating a small Bobcat excavator and churning soil; rolling out the gravel pavers; installing benches, water features and fencing.

In addition, Sugar City Pet Supply, Club Tac, Toot's Tavern, *ExpressYourSelfie* Photo Booth, Four Corners Pizza, and many others, have committed to providing fundraising opportunities!

Thank you for your interest in the development of the Crockett Community Dog Park. We envision creating a successful and vibrant partnership with you.

Sincerely,

Dale McDonald  
General Manager

*We (I) certify that the information contained in this proposal is to the best of our (my) knowledge true and accurate and that the proposal is submitted with the Board of Director's full knowledge and endorsement.*