TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING

WEDNESDAY, August 12, 2015 7:00PM

Location: Tomales Town Hall

AGENDA

1. **Call To Order**
2. **Open Communication:** (Open time is the time for community members to bring up items they wish to discuss and items that do not appear on the agenda).
3. **Additions, Corrections and Approval of July 2015 Regular and Special Board Meeting Minutes -** postponed until Administrative Support is available
4. **Financial Report**
   A. Accept Check Registers and Approve Expenditures (Action)
   B. Review and Approve Financial Statements (Action)
   C. Update on Financial Services by Melinda Bell
5. **Phillips & Associates Report**
   A. Review Reports
6. **Committee Reports**
   A. FAC-review approved July meeting minutes
   B. PAC-review June meeting minutes
7. **Pending Business**
   A. Review, Discuss and Approve Gary Phillips draft agreement for employee position as Interim District Engineer; update on legal review (Action)
   B. Stipends-tax and payroll obligations
   C. Review RFP for Administrative Support Services and meet Cynthia Hammond to ask questions and approve next steps (Action)
   D. Revised Robert's Rules on Discipline and Meeting Conduct-Review & Discuss
   E. Discuss Park Masterplan-review sample; update from PAC on progress
   F. Election Update
   G. By-Laws-Discuss
8. **New Business**
9. **Correspondence**
10. **Adjourn**

MISSION STATEMENT

Enhance quality of life, with commitment to the health of the community, by providing dependable wastewater collection, treatment and reuse in an environmentally friendly manner; maintaining safe and reliable recreational park facilities while providing a welcoming forum for active community participation and input.

P.O. BOX 303 TOMALES, CA 94971 tel. 707.878.2726 www.tomalescsd.ca.gov

Checking Account Registers July 2015

131.44 · Bank of Marin - Sewer				3,457.14
07/01/2015		Funds Transfer	19,000.00	22,457.14
07/01/2015	KD Management		-7,154.00	15,303.14
07/04/2015	Capital One Bank		-181.01	15,122.13
07/04/2015	Pt Reyes Light		-27.00	15,095.13
07/04/2015	Phillips & Associates		-5,515.17	9,579.96
07/04/2015	AT&T		-92.37	9,487.59
07/04/2015	Marin County Tax Collector		-135.44	9,352.15
07/04/2015	SDRMA		-6,429.19	2,922.96
07/08/2015	Tomales Regional Histroy Center		63.00	2,985.96
07/14/2015		Funds Transfer	45,000.00	47,985.96
07/20/2015	AT&T Uverse	7/11-8/10 138729848	-120.86	47,865.10
07/20/2015	Chivers & Taylor PC	Sept-April legal work	-2,325.00	45,540.10
07/20/2015	Marin County Tax Collector	April-June Legal 24.2 hours	-4,961.00	40,579.10
07/20/2015	Sonoma County Counsel	June 21.75 hours legal	-4,980.75	35,598.35
07/20/2015	Telstar Instruments	6/9 troubleshoot	-675.00	34,923.35
07/27/2015	Tomales Regional Histroy Center		63.00	34,986.35
07/27/2015		void check for IRS settlement too e	917.00	35,903.35
07/29/2015	Maria Martinez	should be park check	-104.16	35,799.19
07/29/2015		transfer	104.16	35,903.35
07/31/2015	KD Management	agreement	-21,606.00	14,297.35
07/31/2015		Deposit	0.12	14,297.47
Total 131.44 · Bank of Marin - Sewer			10,840.33	14,297.47
131.46 · Bank of Marin - Park Account				66,270.13
07/04/2015	Fishman Supply		-58.75	66,211.38
07/04/2015	PGE		-110.80	66,100.58
07/04/2015	Safe Play by Design Inc		-500.00	65,600.58
07/06/2015		Deposit	2,699.00	68,299.58
07/06/2015		Deposit	4,574.00	72,873.58
07/09/2015	Henry Elfstrom		70.00	72,943.58
07/17/2015	Henry Elfstrom		70.00	73,013.58
07/29/2015	Baudelio Martinez	July-September garbage disposal	-104.16	72,909.42
07/29/2015		Funds Transfer	15,943.96	88,853.38
07/31/2015		Deposit	250.00	89,103.38
07/31/2015		Deposit	0.31	89,103.69
			22,833.56	89,103.69

Income and Expenses

July 2015

SEWER	Jul 15	Jul 14	
Income			
301.10 · Service Charges - Monthly	63.00	126.00	
301.30 · Service Charges - County	0.00	8,898.13	Paid in December and April
Total 301.00 · Service Charges	63.00	9,024.13	
311.00 · Interest Income	120.63	14.47	
315.50 · Levy 4	103.22	120.07	
315.00 · Intergovernmental Revenues - Other	0.00	0.10	
Total 315.00 · Intergovernmental Revenues	103.22	120.17	
316.00 · CSI Solar Rebate	1,111.05	1,539.73	
Total Income	1,397.90	10,698.50	
Expense			
410.00 · Sewage Collection	0.00	44.52	
411.00 · Sewage Treatment	291.60	450.99	
412.00 · Sewage Disposal	0.00	780.04	
414.05 · Administrator's Fees	28,360.00	6,754.00	settlement
414.31 · Property & Liability Insurance	5,717.31	5,312.82	
414.33 · Worker's Comp Insurance	711.88	172.00	need to investigate Annual?
414.35 · Health Insurance Allowance	400.00	400.00	
Total 414.30 · Insurance	6,829.19	5,884.82	
414.41 · Postage and Delivery	20.80	49.00	
414.42 · Printing and Copies	0.00	43.47	
414.43 · Office Supplies	29.99	9.99	
414.44 · Sonic - Web Hosting	19.95	19.95	
414.467 · Board Training	60.00	0.00	
414.46 · Board Meeting Expense - Other	0.00	93.96	
Total 414.40 · Office Expense	130.74	216.37	
414.50 · O&M Contractual Services	5,332.65	5,182.36	
414.552 - Accounting	1,225.00	152.94	not normal - year-end, transition
414.76 · Collection System Maintenance	1,189.10	0.00	chemical pump replacement
414.81 · Travel	0.00	313.78	
414.83 · Meetings and Seminars	0.00	528.80	
Total 414.80 · Travel and Meetings	0.00	842.58	
414.90 · Telephone and Internet Services	120.86	91.74	
Total 414.00 · Administration and General	43,187.54	19,124.81	
417.00 · Other Operating Expenses	-917.00	0.00	void IRS check - will pay later
415.50 · Depreciation Expense	4,300.00	4,300.00	
Total Expense	46,862.14	24,700.36	
Net Income	**-45,464.24**	**-14,001.86**	
PARK			
Income			
311.00 · Interest Income	0.31	0.21	
315.70 · SB 90 Reimbursement	7,273.00	0.00	from 2012/2013 - not predictable
315.80 · Measure A Funds	15,943.96	15,507.67	
Total 315.00 · Intergovernmental Revenues	23,216.96	15,507.67	
320.00 · Contributions Income			
320.30 · Unrestricted	0.00	70.00	
Total 320.00 · Contributions Income	0.00	70.00	
322.00 · Park Use Rental			
322.50 · Cleaning and Security Deposit	200.00	0.00	
322.00 · Park Use Rental - Other	50.00	0.00	
Total 322.00 · Park Use Rental	250.00	0.00	
322.60 · Water Tower PGE	70.00	70.00	
Total Income	23,536.96	15,647.67	
Expense			
414.80 · Measure A			
414.81 · Measure A Project Expenses	0.00	1,371.27	delayed expenses
414.82 · Measure A Maintenance Expenses	132.89	253.72	
414.83 · PGE Park	0.00	125.35	
Total 414.80 · Measure A	132.89	1,750.34	
Total Expense	132.89	1,750.34	
Net Ordinary Income	23,404.07	13,897.33	
Net Income	**23,404.07**	**13,897.33**	

Balance Sheets As of July 31, 2015

SEWER	Jul 31, 15	Jul 31, 14
ASSETS		
131.31 · Redwood Credit Union	135,782.66	85,568.49
131.42 · Bank of Marin - Money Market	49,134.03	180,482.34
131.44 · Bank of Marin - Sewer	14,297.47	9,263.80
131.48 · Bank of Marin - Solar	33,599.48	25,517.52
Total 131.00 · Cash	232,813.64	300,832.15
137.00 · Accounts Receivable	0.00	9,063.00
138.00 · Receivable - TVCSD Park	0.00	3,211.00
Total Current Assets	232,813.64	313,106.15
Fixed Assets		
100.00 · Property, Plant and Equipment	791,665.97	791,665.97
100.10 · Maps and Records	17,248.00	17,248.00
100.20 · Land and Land Rights	52,788.00	52,788.00
110.00 · Improvement Project	942,028.34	939,393.31
112.00 · Solar System	269,945.21	269,945.21
105.00 · Less Accumulated Depreciation	-481,212.01	-429,612.01
Total Fixed Assets	1,592,463.51	1,641,428.48
Other Assets		
136.00 · SUSD Note Receivable	21,104.04	22,401.04
151.00 · CREBs Unamortized Issuance Cost	15,250.00	15,250.00
152.00 · Accumulated Amortization	-5,382.24	-4,485.18
Total Other Assets	30,971.80	33,165.86
TOTAL ASSETS	**1,856,248.95**	**1,987,700.49**
LIABILITIES & EQUITY		
222.00 · Accounts Payable	7,879.04	6,147.01
211.00 · SWRCB SRF Loan	174,841.36	194,125.89
215.00 · CREBS Bond	197,352.92	215,294.10
Total Liabilities	380,073.32	415,567.00
Equity		
260.00 · Retained Earnings	1,288,586.53	1,322,730.23
261.00 · Sinking Fund - Debt Reserve	47,775.00	47,775.00
262.00 · Capital Improvement Reserve	42,758.97	45,394.00
263.00 · Emergency Reserve	33,982.00	33,982.00
264.00 · Operating Reserve	3,537.37	31,254.12
265.00 · Net Assets - Unrestricted	105,000.00	105,000.00
Net Income	-45,464.24	-14,001.86
Total Equity	1,476,175.63	1,572,133.49
TOTAL LIABILITIES & EQUITY	**1,856,248.95**	**1,987,700.49**
PARK		
ASSETS		
Current Assets		
131.46 · Bank of Marin - Park Account	89,103.69	59,397.58
137.00 · Accounts Receivable	0.00	70.00
Total Accounts Receivable	0.00	70.00
Total Current Assets	89,103.69	59,467.58
Fixed Assets		
100.20 · Land and Land Rights	132,000.00	132,000.00
111.00 · Park Equipment	299,899.00	299,899.00
105.00 · Depreciation	-43,933.00	-36,433.00
Total 111.00 · Park Equipment	255,966.00	263,466.00
Total Fixed Assets	387,966.00	395,466.00
TOTAL ASSETS	**477,069.69**	**454,933.58**
LIABILITIES & EQUITY		
222.00 · Accounta Payable	28.73	125.35
217.00 · Unearned Revenue	25,000.00	25,000.00
Total Current Liabilities	25,028.73	25,125.35
216.00 · Loan Payable - TVCSD Sewer	0.00	3,211.00
Total Liabilities	25,028.73	28,336.35
Equity		
252.50 · Investment in Capital Assets	387,966.00	395,466.00
260.00 · Retained Earnings	40,670.58	17,233.69
Net Income	23,404.38	13,897.54
Total Equity	452,040.96	426,597.23
TOTAL LIABILITIES & EQUITY	**477,069.69**	**454,933.58**

Bills payable July 31, 2015

			Date	Description	Open Balance
		SEWER			
Capital One Bank			07/06/2015	key,anti-virus	115.94
Melinda K. Bell			07/31/2015	July	1,239.80
PGE			06/20/2015	8044736439-1	-290.05
Phillips & Associates			07/24/2015	Inv#5366	6,813.35
TOTAL	**SEWER**				**7,879.04**
		PARK			
Fishman Supply			07/31/2015	7/31	28.73

Melinda K. Bell, CPA

P O Box 306
Dillon Beach California, 94929
(415) 302-3903
mkbell@jhu.edu

INVOICE

July 31, 2015

Tomales Village Community Services District
Post Office Box 303
Tomales, CA 94971

Accounting and Tax Services:

July 2, 2015	2.25 hours
July 4, 2015	3.75 hours
July 6, 2015	.75 hours
July 8, 2015	1.50 hours
July 10, 2015	3.00 hours
July 13, 2015	2.50 hours
July 14, 2015	3.00 hours
July 15, 2015	.50 hours
July 21, 2015	3.50 hours
July 22, 2015	3.00 hours
July 23, 2015	2.00 hours
July 24, 2015	1.50 hours
July 26, 2015	1.00 hour
July 27, 2015	1.75 hour
July 28, 2015	3.00 hours
July 29, 2015	2.00 hours
Total	35.00 hours

35 hours @ $35/hour	$1,225.00
15 postage stamps for audit, payments and bank forms	7.35
Certified mailing of IRS reclassification form with return receipt	7.45
Grand Total for July, 2015	$1,239.80

I certify that this invoice is accurate and reflects hours and expenses spent on contract duties during the invoice period
Melinda Bell

From: **MKBCPA** mkbcpa@sonic.net
Subject: My Contract and the RFP
Date: July 26, 2015 at 1:52 PM
To: Deborah Parrish deborahparrish@mac.com

MB

Hi Deborah,
Please forward this to either the other board members or the other financial advisory committee members; I'm not sure which would be appropriate.

I don't want to finalize my contract until the other two scopes of work are finalized. I have three areas of concern:

1. I am budgeted for 10 hours a month. I have already worked over 30 hours this month, and I have an endless list of issues on which to follow up. I normally do not like to exceed the budget, but my first month here is setting a pattern about which I need to speak up. These hours are being spent on:
a. explaining to all contacts that I am now the person with whom to communicate, getting all bank forms signed and returned to the banks, notifying vendors not to use Karl's fax number, making contact with those at the County to be sure we are up-to-date, etc.
b. year-end close, getting signature for and mailing all confirmation letters. making year-end adjustments, sending reports to auditor, getting engagement letter signed and mailed, preparing all schedules requested for audit
c. getting resolutions signed and sent to County, sending transmittals to County, sending budgets to County
All of the above are one-time or annual chores. They will not be occurring every month. I have also been spending time with Karl, learning how everything is done, what needs to be done, how the software works and where the documents are. These tasks will also not be continually taking my time every month.

However, I am concerned because Gary says he will not work on any issues except the sewer system. I am already receiving a park reservation, depositing the check, notifying the person that he did not send the deposit check, notifying David and Henry, and I will have to follow up to get the deposit and the insurance certificate. Founders' Day is fast approaching; who will be coordinating that work? There is a significant body of park work, and I would like to see it on someone's Scope of Work or acknowledged as board or park committee assignments before I finalize my contract. I really don't like to exceed the budget, but there is work to be done, and I don't know who will be doing it.

2. The budget for my services is $4,200 a year. Yet the RFP requires me to get insurance which would cost me half what I will be paid. The professional liability insurance alone would cost $1,000. I think the insurance required is unreasonable; it would be appropriate for someone being paid $80,000 a year. I have purchased a $250,000 professional liability insurance policy for $600. I don't believe I have any property to insure with a commercial policy, and the professional liability policy will cover any commercial liability. I already have $1,000,000 in automobile liability insurance and a $3,000,000 umbrella liability policy anyway. My insurance agent says only employers can get workers' comp insurance policies. I think she is wrong, but i also don't think I need workers' comp insurance because I have no employees and I have never turned in a workers' comp claim ever. My Kaiser insurance pays all my medical bills.

3. Gary was not required to submit an RFP for the general manager position. I think the same procedure should be followed for the secretarial position. The RFP is quite intimidating, and I don't think you will have secretarial applicants willing to complete it. I think a Scope of Work and an application form would be more appropriate for that level of position. I would hope that you would be contacting the local papers, posting places, high school, junior college, etc. The person I know is still interested, but you need to have a choice.

I am sending you this not to complain, but to ask you to reconsider my scope of work and hours budgeted at the same time as the other two positions as a package deal. I don not want to be left with an outdated scope of work and budget. I will certainly continue doing the work that has to be done; I don't mind, and I can do it. It's just that it can't be done in 10 hours a month. If the other positions are filled and my assigned work is reduced to 10 hours a month, that's fine. If my Scope of Work and budget is increased at that point instead, that's fine, too. I just can't be pretending to be working 10 hours a month right now.

Thank you for listening,
Melinda

Financial Advisory Committee Meeting Minutes

July 13, 2015

Present: Deborah Parrish (Chairperson), Donna Clavaud, Venta Leon

Absent: Chick Petersen (excused)

Visitors: Melinda Bell, Terry Duffy

The meeting was convened at 6:30pm and Donna Clavaud recorded the minutes. We finalized the RFP Scope of Work for the Administrative Support position and made minor revisions to the 2015-16 Budget prior to the Special Hearing, namely removed the line item for Health Allowance.

1. Administrative Support RFP-We finalized the scope of work borrowing from the secretarial duties identified in Karl's former duties. Deborah will send copy of complete RFP to us. We also discussed oversight for this new position and agreed that a Board member might be able to do this.
2. Amend 2015-16 Budget-In reviewing the Budget, we noted that it there is an error in that the Health Allowance line item needs to be removed.

The meeting was adjourned at 7:30pm.

Tamales Park Committee meeting minutes

April 27, 2015
Meeting began @ 6:40pm

Margaret Graham chaired the meeting.
Walter Earle served as secretary.
Present were: Patty Oku, Beth Koelker, Eric Knudsen
Absent: Brian Lamoreaux

Agenda:

Open Communication

- Review Minutes
- Final Payment of TVCSD Loan
- Park Budget Approval/ Measure A
- Water Tower Repairs
- Park Safety Inspection Report
- Gazebo/ Park Gate Update
- Ping Pong Table
- Adjourn

1. Minutes were approved with additional changes. Beth moved, Eric seconded. Approval was unanimous.
2. The remaining balance of the loan to the sewer fund has been paid off using unrestricted funds. The park budget was approved with the of the loan to TVCSD at the June Board meeting. The PAC recommendations were also presented and approved.
3. There was nothing to report regarding the repair of the water tower.
4. Margaret, David and Karl met with the Park Safety Inspector. The main item was wheel chair ramps need to be built into the Dutton structure, the young children swings and the rocking sea creatures areas. These would be made of concrete and possible covered with rubber. The full report will be issued soon.
5. We have $1500 for the gate, with another $1500 promised from the Farm and Flea group. Patty will follow up to see if they are still committed. Nothing new to report on the gazebo.
6. Eric has agreed to spearhead the Ping Pong table idea. Beth will work on a possible design for the net. It's a metal net and the design is cut into it with a laser. A possible ides were blades of grass, similar to the design on the recent newsletter.
7. Adjourn @ 7:45pm. Barring new developments our next meeting will be August 24.

Signed ________________________________

Date ________________________________

TOMALES VILLAGE

COMMUNITY SERVICES DISTRICT

Request for Proposal

General Management for Community Services District,

a California Special District

Table of Contents

For more information, please refer to the TVCSD website: www.tomalescsd.ca.gov

1 PURPOSE

The Tomales Village Community Services District (TVCSD), a California Special District, is requesting proposals from qualified and experienced firms or individuals who can provide efficient general management to the TVCSD located in Marin County for three (3) to five (5) years. This Request For Proposal (RFP) position will be completed by private contract through a transparent competitive bidding process.

The purpose of this RFP is to provide the TVCSD with the assurance that the general management of the District facility is in substantial compliance with all local, state, and federal provisions (where applicable). An important objective is to maintain a level of high quality service to the people of this services district through appropriate documentation and workflow methodology (best practices) in the most responsible and cost effective and environmentally sustainable manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the TVCSD hereinafter referred to as the “District” and the Contractor entity is hereinafter referred to as "Contractor."

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable.

2 BACKGROUND

The Service District was formed in 1998 after being acquired from North Marin Water District. The primary purpose of the District is to operate and manage the wastewater treatment plant (WWTP) and the community park. The operation and maintenance of the WWTP is funded through service fees, while the capital improvements are funded through grants and low interest loans through the State Water Resources Control Board. Loans are repaid through operating funds. The operation and maintenance of the Tomales Community Park is funded entirely through donations, fundraisers, grants and Measure A funds. Capital improvements at the Park are paid for by state, federal and private grants and material and in-kind donations.

3 SELECTION CRITERIA – SEE FORM AT APPENDIX A

The District will evaluate proposals based on the following criteria and may short-list for interview purposes:

1. The completeness of the proposal in response to this RFP.
2. The methodology for carrying out the tasks described in the proposal.
3. The qualifications and experience of the personnel of the successful proposer, their performance of similar work and the experience and qualifications to perform the work.
4. References.
5. Proposed fees.
6. Interviews, if conducted.

The Board will rank all timely and responsive proposals. The Board may interview some or all proposers. If interviews are conducted, the proposal rankings will not be final until interviews are complete. When rankings are final, the Board or designated Board member(s) will commence negotiations with the highest ranked proposer.

After negotiating a proposed agreement that is fair and reasonable, the final agreement will be presented to the full Board for approval. The Board has final authority to approve or reject the final agreement.
By submitting a proposal, each proposer agrees to the following:

1. The District reserves the right to waive any irregularity in any proposal.
2. The District reserves the right to reject any or all proposals.
3. The District reserves the right to request additional proposals.
4. The District reserves the right to request clarification of information submitted and to request additional information from any proposer.

5. The District reserves the right to award any contract to the next most qualified proposer, if it cannot reach agreement with the first selected proposer.
6. The agreement between the successful proposer and the District will be in a form supplied or approved by the District.
7. This RFP does not constitute an offer by TVCSD to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer. A response to this RFP does not bind the District in any way.
8. The District will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. Each proposal will remain valid for a period of at least 60 calendar days from proposal due date.

4 SCOPE OF WORK

The Scope of Work is to provide full service general management of the District in accordance with all provisions within this RFP. The contract term is a three (3) to five (5) year agreement renewable through the TVCSD competitive bidding process (posted on TVCSD website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm selected will be a California entity and all subjects performing the District's general management functions will have the appropriate qualifications. Your proposal should contain, but not be limited to the following considerations:

Eligibility – educational background and references.

Experience with government administration and preferably non-profit.

A list of similar local government and non-profits or pertinent accounts served by you or your firm.

Your staff assignments and availability to complete the required duties on a timely basis.

- Participation of senior personnel assigned to the engagement.
- Frequency of contact with assigned personnel.
- Availability of staff to respond to questions within the scope of the described duties and the hourly charge, if any, for services outside the scope of the described duties ("Non-Standard Duties").

Stability history - what assurances can you provide the District regarding the assignment of your permanent personnel to this engagement? Describe transition plan in the event of personnel changes.

Describe capability to manage, improve and maintain existing TVCSD systems.

Describe specific activities that will support and improve the environmental sustainability of the District. Give examples of proposed initiatives that will advance the Board's strategic sustainability goals.

Procedures and tools (i.e. software and hardware) used to perform general management transactions along with all supporting documents to develop management reports for all personnel within the District structure.

Describe package to be provided for regular Board meetings, availability of assigned personnel to attend Board meetings and discuss general management issues and concerns, as well as projections based on approved budget and District needs.

Your fee proposal to conduct the required general management function, along with your fee schedule for additional services that may be required beyond the scope of the basic general management engagement (i.e. management of occasional approved CIPs). The proposal should also state that any increase in the general management fee will be immediately disclosed to the TVCSD Board of Directors. This disclosure should include an estimation of the increased fees and the reason for the increase.

Estimated number of hours to complete the requested general management duties by classification of you and/or your employees, i.e. partners, senior, junior.

Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.

Administrative personnel will produce documentation detailing monthly activities and summary reports to be included in monthly TVCSD Board packet, annual budget supporting documents (as necessary), and provide general management input and analysis into the annual report.

4.1 COMMUNICATIONS

4.1.1 REPORTING

Contractor will maintain staffing and procedures necessary to insure timely professional communications with the District.

4.1.2 DOCUMENT FORWARDING

Both District and Contractor will immediately forward to each other any document or information received which concerns the general management of the District.

4.1.3 CUSTOMERS

Contractor will develop and provide a work request tracking system to document calls from District customers. The system will include a method for action tracking and reporting.

4.1.4 REGULATORS

Contractor shall provide written and oral communications with regulatory agencies concerning the general management of the District.

4.1.5 DISTRICT

Contractor will provide copies to the District of written communications with regulatory agencies and report substantive conversations or communications that affect the District. At least monthly the Contractor will attend a Board of Directors meeting and present Board-level reports.

4.1.6 CONTRACTOR RESPONSIBILITIES

- Cooperation - Contractor will cooperate with the District’s engineers, attorneys, sub-contractors or others engaged by the District to ensure that general management transactions are complete and accurate. Non-Schedule Work may apply where appropriate.

- Professionalism - Contractor will conduct business in the highest professional manner and conduct themselves appropriately when dealing with District customers, regulators, citizens at large, politicians or others while conducting business on behalf of the District.

4.2 DISTRICT GENERAL MANAGEMENT

4.2.1 CONTRACTOR’S REPRESENTATIVE

Contractor will designate a General Manager as a main point of contact to conduct the business of the Contractor. The General Manager will assume the duties and legal requirements according to Government Code Section 61000 (Community Services District Law), *“61002(f) General Manager means the highest level management appointee who is directly responsible to the Board of Directors for the implementation of the policies established by the Board of Directors.”*

4.2.2 SCOPE OF DUTIES

The General Manager, or his designee, will have responsibility for managing the Contractor's activities under these Specifications.

4.2.2.1 Office Management

- Interface with community members, conduct surveys, and assimilate relevant information; receive complaints and forward to the Board.
- As directed by the Board, coordinate bid proposals and contracts for regular operations work to be performed.
- Adhere to all local and state laws and advise Board on changes to said laws and address compliance issues.
- Submit regulatory reports to local and state agencies as required.

4.2.2.2 Administrative Support

- Gather backup information for ongoing Board discussions of the annual budget process.
- Adhere to TVCSD Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows TVCSD CIP protocols.
- Assist with documentation of policies; maintain historical and reference documents.

4.2.2.3 Sewer System Administration

- Oversee contract with sewer operations and maintenance contractor, insure performance standards are being met; oversee annual review of performance contract.
- Devise and maintain work order system. Maintain record book.
- Coordinate all new sewer hook-ups and insure they are all inspected and meet District standards according to ordinances and specifications.
- Maintain maps of all sewer components and new hook-ups and annexations.
- Assure the sewer maintenance schedule is adhered to and effective at all times.
- Oversee all capital improvement projects as directed by the Board and Standing Committees.
- Coordinate Sewer Plant Tours.

4.2.2.4 Administrator Performance Monitoring

Monitoring Administrator performance will be utilized to determine the degree to which Board policies, goals and objectives are being fulfilled and will include:

- Administrator's Reports to disclose compliance information.
- External Reports from regulators, auditors and relevant agencies.
- Direct Board inspection of documents, activities and circumstances directed by Board for policy compliance.
- Annual formal evaluation of Administrator performance with criteria to be measured as set by Board.

4.2.3 NATURE OF SERVICES REQUIRED

The Administrator will have a shared responsibility with the other contracted roles to carry out TVCSD's goals, objectives and policies with the Board of Directors approval, based on contracted services financed through the district's annual operating budget as set each fiscal year. The following areas present an overview of these shared areas of responsibility:

Shared responsibility to implement assigned goals with accurate, concise and timely information and counsel needed for work of Board, committees, operators, ratepayers and affiliate agencies and memberships, including the processes imposed by the Board's governance system.

- Fiscal stability and viability to meet service obligations to ratepayers.
- Achievement of targeted annual budget.

- Identification and communication to the Board of strategic opportunities for TVCSD.
- Safety of TVCSD assets and legal status.
- Accurate, timely and inclusive information needed for successful operation of TVCSD to include performance monitoring data on operations; relevant trends, material incidents and developments, significant decisions, legal jeopardy, changes in assumptions on which Board and Operation policies have been based; and optional points of view and counsel necessary for fully informed Board choices.
- Favorable perception of TVCSD among key leaders in government and industry and stakeholders, including favorable image of the Administrator, developed by working cooperatively with TVCSD Board, Committees, and ratepayers.
- Effective mechanism for Board, Committees, Fiscal Manager, and Operator communications to include ratepayer awareness and communication of the Board.
- Enhance image of the President of the Board in the community as TVCSD leader and spokesperson.

4.2.4 LIMITATIONS FOR ADMINISTRATOR ROLE

Certain actions will be unacceptable to the Board without policy approval and specific directives, and include new business ventures, acquisitions, major partnerships, budgeting, and binding contracts.

4.2.4.1 Required Meetings

- TVCSD Board of Directors meets monthly on the second Wednesday of each month, excluding August and December.
- Annual budget meetings, as necessary.
- Audit support – interface with Board approved auditor to provide input for the annual audit, as necessary.

4.2.4.2 Description of District as Entity

- Non-profit entity. California Community Services District.

4.2.4.3 Available Manuals and Information Sources

- Minutes of the board meetings of the District
- Functional work description of Administrator
- Policies and Procedures

Details of fixed assets are maintained. The fixed assets ledger was constructed with historical information by the current contracted General Manager during prior accounting periods.

Available for Examination:

- 5 Year Strategic Plan
- Prior Audit Reports.
- Prior fiscal year financial statements and supporting documents.
- Budgets – current and prior year. Budget is maintained and is available for examination.

Staff members will be available to pull and reproduce documents. Legal counsel will be made available with prior Board approval.

Work areas will be provided by the District in close proximity with the general management records on the premises.

4.2.4.4 Reporting Requirements

Monthly reports will be addressed to the Board of Directors and will contain relevant items for Board discussion, reference, or action as described within.

- Monthly management summary reports will be required to accompany the Board packets. It should contain a discussion of general management issues, project status, and other relevant results and recommendations affecting internal control, legality of actions, other instances of non-compliance with laws, and any other material matters.
- Any reports required by regulatory agencies, local and state laws.

4.2.4.5 Time Requirements

- Proposals will be delivered to the District office according to the schedule on page 3.

- Once a contract has been signed, work may begin immediately to transition the required tasks in a progressive manner with costs to be billed to the District as the charges generated by the Contractor in accordance with the original agreement.

- Preliminary work to review accounts can begin immediately.

- The general management transition will be completed in a timely manner.

4.2.5 AVAILABILITY

The Engagement Manager will be available to consult with District staff during normal business hours.

4.3 NON-STANDARD DUTIES

This section is intended to provide a mechanism to equitably manage changes in District general management that is considered to be beyond the normal scope of work.

4.3.1 NON-SCHEDULED WORK

Non-Scheduled Work will be billed in accordance with these Specifications in accordance with our then-current Schedule of Rates. Non-Scheduled Work will be invoiced at the end of the month is which the work was performed. At the Contractor’s option, small specific project billing may be accumulated, or held, for a few months until a single invoice can be prepared. (Note: Non-Scheduled Work is a sole source mechanism for the District to utilize when sending out Requests for Proposals “RFPs” and obtaining multiple bids or proposals is unwarranted or uneconomical.)

Project Bids - Occasionally the District and Contractor may wish to prepare a separate contract outside the scope of these Specifications for Non-Scheduled Work. Upon receipt of a Request for Proposal (RFP) from District, Contractor may, or may not, submit a bid. In the case where a bid is submitted and accepted by the District, the terms of the bid will be exclusively those contained in the bid and will not automatically adopt these Specifications unless specified in writing otherwise. This provision is utilized most often when projects arise outside the Contractor’s scope and the District desires to receive multiple bids or proposals.

4.3.2 DISTRICT INITIATED WORK

When authorized by the District, Contractor may perform work outside the scope of these specifications as Non-Scheduled Work.

4.3.3 EMERGENCIES

In the event of an emergency situation, Contractor shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work. In the event the Contractor cannot reach the District, Contractor is authorized to make reasonable and necessary expenditures to alleviate the emergency condition. In the event such expenditures were made, Contractor shall notify the District the next normal work day and provide a written report to the District as soon as practical.

4.3.4 NEW CONSTRUCTION

When requested by the District, Contractor will undertake the general management of new or modified projects as Non-Scheduled Work. Within eighteen months Contractor will amend its agreement with the District to reflect the costs of the new or modified projects. Contractor shall provide estimates of these costs/services before commencing them and require approval for construction administration.

4.3.5 WORK BY OTHERS

District may have work done by others that impacts Contractor. Work performed by Contractor necessary to coordinate with others will be billed to District as Non-Scheduled Work.

4.4 INSURANCE

4.4.1 CONTRACTOR'S INSURANCE

Contractor will maintain and keep in full force the insurances listed in this section. Additionally, the Contractor will name the District as additional insured. Contractor will provide Certificates of Insurance to the District.

- Workers Compensation Insurance - Statutory amounts in compliance with state laws.
- Commercial General Liability and Automobile: $1,000,000 per occurrence.
- Professional Liability Insurance: $1,000,000 per occurrence.

All questions and correspondence should be directed in writing to:

Bill Bonini, Board President, Tomales Village Community Services District
P.O. Box 92, Tomales, CA 94971
Email: mailto:wmabonini@yahoo.com
Phone: (707) 878-2271

Contact with TVCSD personnel other than Bill Bonini, President TVCSD, regarding this RFP may be grounds for elimination from the selection process.

We will look forward to receiving your proposals on or before the stated due date.

DISTRICT ENGINEER EMPLOYMENT AGREEMENT

DRAFT VERSION 1

This Agreement is made this ___ day of ____________, 201_ (hereinafter “the Effective Date”) by and between the **Tomales Village Community Services District** (hereinafter referred to as the “TVCSD”), located in Tomales, CA., and **Gary Wayne Philips** (hereinafter referred to as the EMPLOYEE).

W I T N E S S E T H:

WHEREAS, the TVCSD wishes to employ the EMPLOYEE to assist the TVCSD President and Board of Directors with routine technical management and administration of the TVCSD wastewater system; which includes the wastewater collection system, pumping station, wastewater treatment plant and effluent disposal, and

WHEREAS, the Parties intend to avoid misunderstandings concerning the terms and conditions of EMPLOYEE’S employment and,

WHEREAS, the TVCSD Board of Directors directs the EMPLOYEE through the TVCSD President, or a duly appointed representative of the TVCSD, and

WHEREAS, the EMPLOYEE wishes to be employed by the TVCSD,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

1. **Employment**

    a. The TVCSD employs the EMPLOYEE as its District Engineer on a part-time, as-available basis. Total monthly hours, hours on-site and days of work will be by mutual agreement between the parties. The intent at this time is to limit the total monthly hours for routine technical work to approximately twenty (20) hours, More hours may be authorized if they are mutually agreed to by both parties for projects and/or other technical work needed by the TVCSD.

    b. The EMPLOYEE shall abide by any job guidelines, job descriptions, or policy manuals provided by the TVCSD.

    c. The EMPLOYEE’s duties shall include those described in section 5 below.

2. **Term**

    This Agreement shall be a month to month agreement which automatically renews until notice of termination is given by either party. The above notwithstanding, this Agreement will terminate if either Party exercises their right to terminate the employment relationship at any time, with or without cause. The parties mutually agree there will be no liabilities incurred or liquidated damages for termination.

3. **Authority**

a. The TVCSD President, or designee, shall at the direction of the Board have authority and supervision, direct and authorize the work of EMPLOYEE. The EMPLOYEE shall direct all questions and matters relating to the terms of his employment and duties to the President or designee. Any requests for project approval, duties or hour changes, new or additional supplies needed to perform duties and/or requests to incur expenses on behalf of or for the TVCSD, or any recommendations, repairs, complaints and/or problems should be directly communicated to the President or designee.

b. Notwithstanding the requirement to report to the President or deignee, the EMPLOYEE shall have the authority to act prudently and responsibly in the event of an emergency. An emergency is defined as one of a serious nature in which the health, safety, or security of the property and/or its occupants are reasonably threatened. EMPLOYEE shall report as soon as possible to the President or designee and describe the nature of the emergency and the steps undertaken.

c. Under direction of the President or designee, EMPLOYEE will have the authority to incur costs and make technical decisions on behalf of the TVCSD

4. **Terms**

a. **At-Will.** The EMPLOYEE and the TVCSD agree that the employment relationship between the TVCSD and the EMPLOYEE is an at-will relationship, and that the employment relationship can be terminated, with or without cause, and with or without notice at any time, at the option of either the TVCSD, or the EMPLOYEE.

b. **Compensation.** For intangible services, office overhead, etc., EMPLOYEE will receive $1,000.00 per month in advance of each month services are to be provided, plus; EMPLOYEE will receive a pay rate of $80.00 per hour for all time worked on behalf of the TVCSD. Compensation will be adjusted annually beginning January 1, 2017 based on the Clerical and Urban Wage Earners, CPI-W, for the San Francisco MSA.

c. **Effective Date.** The effective date for this Agreement is ______________________.

d. **Exemption Status:** EMPLOYEE is classified as Exempt.

e. **Indemnification and Hold Harmless.** The TVCSD agrees the actions taken by the EMPLOYEE will be the responsibility of the TVCSD and shall defend, indemnify and hold harmless the EMPLOYEE for any and all claims or expenses of any kind resulting from any claim, judgment or actions related to work performed on behalf of the TVCSD.

f. **Property Surrender.** If either party exercises its right to terminate this Agreement, the EMPLOYEE shall immediately surrender all property of the TVCSD in his possession.

g. **Employment Benefits.** The EMPLOYEE shall be provided with all benefits required by State and/or Federal law. However, due to the part-time nature of this position and that EMPLOYEE already has medical insurance; EMPLOYEE hereby waives his right to medical insurance from TVCSD.

h. **Holidays.** The EMPLOYEE shall NOT be entitled to holiday pay.

i. **Vacation Pay.** EMPLOYEE is NOT entitled to paid vacation.

j. **Retirement.** EMPLOYEE is NOT entitled to a retirement plan.

k. **Hours.** The EMPLOYEE shall establish, in coordination with the TVCSD President or designee a work schedule which accommodates the needs of both parties. Normal work hours are Monday thru Thursday from 8:00 am thru 4:00 pm. With the exception of one monthly evening TVCSD Board Meeting, all hours worked outside normal work hours will be compensated at one and one-half (1 ½) times the normal hourly pay rate. The EMPLOYEE and TVCSD acknowledges the duties of the job require that he be available at times other than the normal schedule for emergencies and other non-scheduled events. . EMPLOYEE shall maintain accurate records of all compensable time. TVCSD acknowledges EMPLOYEE has other commitments and may not always be immediately available.

l. **Reimbursement.** The TVCSD will reimburse the EMPLOYEE for all reasonable and necessary expenses the EMPLOYEE may incur for and on behalf of the TVCSD in the performance of services. Mileage incurred doing TVCSD work will be paid portal to portal from EMPLOYEE's home at the mileage reimbursement rate established by the Federal IRS. The EMPLOYEE shall furnish vouchers, receipts, or other documents and information sufficient to substantiate all such expenses.

5. **Duties**

The EMPLOYEE's duties are included in Exhibit "A" and shall be made a part of this Agreement as if actually written herein.

6. **Mediation and Arbitration**

a. If any dispute or claim in law or equity arises out of this Agreement, both parties agree in good faith to attempt to settle such dispute or claim by mediation under the rules governing employment disputes of the American Arbitration Association.

b. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the rules governing employment disputes of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

7. **Complete Agreement**

a. This Agreement shall constitute the entire agreement between the parties. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the TVCSD and the EMPLOYEE.

b. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied to such party, other than those expressly set forth herein, and that each party in entering into and executing this Agreement has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

8. **Disclosure**

TVCSD is aware and acknowledges that EMPLOYEE is also employed by other firms, including Phillips Services, Inc. who does business with the TVCSD as Phillips & Associates.

By: ______________________________ Date: __________________, 20__
Bill Bonini, TVCSD President

________________________________ Date: __________________, 20__
EMPLOYEE

EXHIBIT A
DISTRICT ENGINEER
DUTIES

D R A F T

Under the direction of the TVCSD President or designee, the District Engineer will provide technical services for the oversight and management of the District's wastewater system. Work will be performed on a part-time basis and as-available.

The District serves approximately one hundred property connections. The wastewater system generally includes the collection system, one pump station, a treatment facility and treated effluent storage and spray irrigation. The system is regulated by the State of California through the State Water Resources Control Board, Regional Water Quality Control Board and various local regulatory agencies.

The TVCSD will provide administrative, bookkeeping and maintain a local office for wastewater customers and the community park..

The District Engineer will oversee the wastewater system's typical day-to-day technical issue as they may arise. Specific project work may be added by mutual agreement between the TVCSD and the District Engiineer.

Typical duties include:

1. **Monthly Board Meeting Attendance.** The District Engineer will attend the monthly Board of Directors Meeting, providing his schedule allows attendance.
    a. Prepare a system report
    b. Present items or issues for action
    c. Discuss and open issues or projects

2. **Monthly On-Site Visit.** At a minimum the District Engineer will be on-site once per month to meet with administrative staff and observe the wastewater system.
    a. Resolve issues and meet property owners as necessary.
    b. Assure office technical paperwork and system records are in order

3. **Review O&M Contractors Work**.
    a. Discuss any open issues or needs
    b. Review regulatory reports
    c. Review maintenance management
    d. Review process orders
    e. Initiate or review work orders
    f. Assure contract compliance

4. **Regulatory Compliance**. Receive regulatory mail and take appropriate action to comply with regulatory orders and regulations.
    a. Monthly Self-Monitoring Reports
    b. Annual Monitory Reports
    c. Sanitary Sewer Management Program
    d. Other

5. **Basic Duties.** Estimated Outlne (Target 20 hours per month)
    a. Be in District twice per month:

i. On Board Meeting day to do District business, and prepare and attend one board meeting per month. 10 hours/mo
ii. Approximately 2 weeks before next Board Meeting, be in District to review O&M work, meet contractor and take care of any outstanding technical issues in the office. 6 hours/mo.

b. Review and handle technical and regulatory compliance issues remotely. 4 hours/mo.

6. **Extra Work.** As requested by the District, and agreed to by District Engineer, perform as extra work other technical projects for the District. The work will be paid at the rate agreed or the rate stated in the then current Employment Agreement. This work may include:
    a. Preparing and/or soliciting for vendor services
    b. Cause or conduct surveys requested by District
    c. Assist District with Annual Budget
    d. Assist or prepare policies and District documents
    e. Perform inspection of new services
    f. Assist or prepare capital budget items

Payroll Issues
August 12, 2015

Because of the adverse ruling from the IRS, we were advised by County Counsel to classify Karl as an employee rather than an independent contractor. We promised to do that effective 9/1/2015. Therefore I believe we are obligated to classify Gary as an employee also or risk another adverse ruling from the IRS. The first adverse ruling cost us over $900.

To have employees, we need to register as an employee, send in notices to the state of any new employees, file quarterly payroll tax returns, make electronic payroll deposits as needed, probably monthly, for income taxes, disability, and Medicare withheld, and for our employer share of Medicare and unemployment insurance.

The issue of board stipends is a more complicated payroll issue. A nearby special district received a ruling from the IRS saying that board stipends must be paid through payroll. When I was doing payroll previously, I always paid city council stipends through payroll. However, taxation of board stipends needs a little more analysis. I believe that the stipends are subject to Medicare, state and federal income taxes, disability insurance, but not unemployment insurance or social security. I am in the process of verifying this conclusion.

I have been doing manual quarterly payroll reporting for other clients. However, for each it was for one employee only and not significant wages. Because the taxes to be deposited by TVCSD will be much higher, we will have to make deposits electronically and probably monthly instead of quarterly. There is also the issue of the taxation of board stipends. For this reason I have been inquiring about payroll services and other nearby small districts. Bolinas uses Paychex, and Inverness does it in-house with software. I am getting quotes from ADP, Paychex, and Pay Masters. Using a payroll service will probably cost us about $100 monthly. More analysis and board discussion is needed.

I have included in the packet three documents for board consideration. The first is the IRS opinion on board member status as employees. The second is the form we need to send to the state to become an employer. The third is the W4 form required of all employees. Board members will need to return the completed form in order to be paid monthly stipends through payroll. A form will need to be drafting for board members to report the number of meetings attended each month and the number of hours spent. Stipends are paid by number of meetings, but I believe we will have to record accrued sick leave for board members based on the number of hours compensated. This is another complicated issue that needs further analysis.

More information will be forthcoming next month, but we do need to register as an employee and begin discussing the question of using a payroll service.

IRS

Classification of Elected and Appointed Officials

Government Officials as Employees

Generally, any individual who serves as a public official is an employee of the government for whom he or she serves. Therefore, the government entity is responsible for withholding and paying Federal income tax, social security and Medicare taxes, and issuing Form W-2, Wage and Tax Statement, to a public official.

Public Officials and Public Officers

Although there is no precise definition for the term "public official" or "public officer," the courts have generally held that anyone who exercises significant authority pursuant to public laws is a public officer. This includes any official who administers or enforces public laws, whether the individual is elected by the public or appointed to an office.

The regulations for section 1402, addressing the applicability of self-employment tax, indicate that holders of "public office" are not in a trade or business and therefore not subject to self-employment tax. These regulations state that the performance of the functions of a public office does not constitute a trade or business. An exception applies for certain public officials paid solely on a fee basis. All other holders of public office, paid on a salary basis, are excepted from self-employment tax and are presumed to be employees receiving wages.

Generally, if there is any provision in a public law that authorizes the employment of the individual, and the individual is hired or elected under this authority, the individual is considered an employee of the state or political subdivision to which the provision applies.

The following facts indicate that an office is a "public office":

- The office was created by the constitution or through legislation, or by a municipality or other body with authority conferred by the legislature.
- The office was delegated a portion of the powers of a government body.
- The powers conferred and the duties to be discharged are defined either directly or indirectly law or through legislative authority.
- The duties are to be performed independently and without control of a superior power other than the law.
- The office has some permanency and continuity, and the officer takes an official oath.

Examples of public officers are: the President and the Vice President; a governor or mayor; the secretary of state; a member of a legislative body, such as a state legislature, county commission, city council, school board, utility or hospital district; a judge, a justice of the peace, a county or city attorney, a marshal, a sheriff, a constable and a registrar of deeds; tax collectors and assessors; and members of advisory boards and committees.

If there is not any authority in a public law to hire or elect an individual to fill a position, one, a determination must be made about the employment status of that position under the general common-law rules, discussed below.

Common-Law Rules

In applying the common-law rules, the IRS considers whether the recipient of the services, in this case a government body, has behavioral and financial control over the worker and evaluates the type of relationship between the parties.

Behavioral controls are evidenced by facts that indicate whether the service recipient has a right to direct or control how the worker performs the tasks for which he or she is hired. Facts that illustrate the right to control how a worker performs a task include the provision of training or instruction.

Financial controls are evidenced by facts that indicate whether the service recipient has a right to direct or control the financial aspects of the worker's activities. These facts include whether the individual has a significant investment and unreimbursed expenses, makes services available to the relevant market, and has an opportunity for profit or loss.

A "type of relationship" determination is evidenced by facts that indicate whether the parties intended there to be an employee-employer relationship. These include a written contract that describes the relationship the parties intended to create, whether the individual is provided with employee-type benefits, and the permanency of the relationship.

Exception for Fee-Based Public Officials

When a public office is compensated solely on a fee basis, then the person who serves in that capacity is considered to operate a trade or business and is not considered an employee. This exception only applies when the fees are received directly from the public rather than from the government. For example, a building inspector who is compensated solely from fees paid directly to him or her by clients is considered to operate a trade or business and is not treated as an employee of the government.

Page Last Reviewed or Updated: 29-Apr-2015

EDD Employment Development Department
State of California

This form will be the basic record of YOUR Account.
DO NOT FILE FORM UNTIL YOU HAVE PAID WAGES THAT EXCEED $100.00 IN CALENDAR QUARTER.
Please read **INSTRUCTIONS** on the back before completing form.
PLEASE PRINT OR TYPE in BLUE OR BLACK INK ONLY.
Return form to →

EMPLOYMENT DEVELOPMENT DEPARTMENT
Taxpayer Assistance Center, Attn: Specialized Coverage Desk
PO BOX 2068
RANCHO CORDOVA, 95741-2068
(916) 654-6288 **Fax (916) 464-2904**
www.edd.ca.gov

REGISTRATION FORM FOR GOVERNMENTAL ORGANIZATIONS, PUBLIC SCHOOLS, & INDIAN TRIBES

See reverse for registration instructions for other business types.

EDD ACCOUNT NUMBER

Dept. Use Only:	QUARTER			ONLINE PROCESS DATE

A. LIST ALL PRINCIPAL OFFICERS OR ADMINISTRATORS	TITLE	SOCIAL SECURITY #	CALIFORNIA DRIVER'S LIC #

B. BUSINESS NAME: (If none, enter N/A)

C. DATE OWNERSHIP BEGAN OPERATING: MM ___ DD ___ YYYY _____

D. FEDERAL TAX ID #:

E. ORGANIZATION OR TRIBE NAME:

F. PHYSICAL BUSINESS LOCATION: (Number and Street, not P.O. Box)	CITY	STATE	ZIP CODE	PHONE NUMBER ( )
G. MAILING ADDRESS: (P.O. Box / Number and Street, only if different than F)	**CITY**	**STATE**	**ZIP CODE**	**PHONE NUMBER** ( )

Note: If you have multiple CA locations, please attach the physical business addresses on a separate sheet of paper

H. INDICATE FIRST QUARTER & YEAR WAGES EXCEEDED $100: ☐ Jan-Mar 20__ ☐ Apr-Jun 20__ ☐ Jul-Sept 20__ ☐ Oct-Dec 20__
First Payroll Date: MM ___ DD ___ YYYY _____

I. HAVE YOU EVER OWNED OR BEEN A PRINCIPAL OWNER IN A BUSINESS REGISTERED WITH EDD?
☐ No ☐ Yes **If Yes, complete J.** →

J. FORMER EDD ACCOUNT NUMBER(S):
BUSINESS NAME:
ADDRESS:
NOTE: If necessary, please provide additional information on a separate sheet.

K. WOULD YOU LIKE INFORMATION ON THE FOLLOWING ALTERNATIVE UNEMPLOYMENT INSURANCE FINANCING?
☐ Reimbursable Cost of Benefits ☐ School Employees Fund
☐ Election of Disability Coverage ☐ No, assign tax-rate method

L. TAXPAYER TYPE:
☐ (SD) SCHOOL DISTRICT
☐ (GO) GOVERNMENTAL ☐ (OT) OTHER (Specify) ____________

M. COUNTY WHERE BUSINESS IS LOCATED:

N. EMPLOYER TYPE:
☐ (07) Public/Charter School ☐ (11) Indian Tribe ☐ (15) State Colleges ☐ (21) Public Entity ☐ (28) State Hospital
☐ (08) District Hospital ☐ (14) University of CA ☐ (16) District Fair ☐ (26) Fed-State Withholding

O. NUMBER OF EMPLOYEES:

P. INDUSTRY ACTIVITY: Check the industry, product, or service that represents the greatest portion of your sales or revenue:
☐ Services ☐ Retail ☐ Wholesale ☐ Professional Employee Organization
☐ Temp Services ☐ Leasing Employer ☐ Manufacturing ☐ Other (Specify)
Also, describe specific product and/or service in detail:

Q. CONTACT PERSON FOR BUSINESS: ____________ **TITLE/COMPANY NAME:** ____________ **ADDRESS:** ____________ **PHONE:** (___) ________ **FAX:** (___) ________
ADDRESS: ______________________________
E-MAIL ADDRESS: ______________________________

R. DECLARATION
I certify under penalty of perjury that the above information is true, correct, and complete, and that these actions are not being taken to receive a more favorable Unemployment Insurance Rate. I further certify that I have the authority to sign on behalf of the above business.

Signature: ______________________________ **Title:** ____________
(Officer, Administrator, etc.)

Printed Name: ______________________ **Telephone Number:** (___) ________ **Date:** ________

S. PAYROLL TAX EDUCATION
Attend a payroll tax seminar that will help you understand how, what, and when to report State payroll taxes. Visit our Web site at **www.edd.ca.gov/Payroll_Tax_Seminars/** or call us at (888) 745-3886 for more information.

INSTRUCTIONS FOR DE 1GS REGISTRATION FORM FOR GOVERNMENTAL ORGANIZATIONS, PUBLIC SCHOOLS, & INDIAN TRIBES

An employer is required by law to file a registration form with the Employment Development Department (EDD) within fifteen (15) days after paying over $100 in wages for employment in a calendar quarter. Please complete the registration process by doing **one** of the following:

- Mail your completed registration form to EDD, Taxpayer Assistance Center, Attention: Specialized Coverage Desk/P.O. Box 2068/Rancho Cordova, CA 95741-2068 **or**
- Fax your completed registration form to EDD at (916) 464-2904.
- If you are already registered and have a change in form or ownership, please complete a *Change of Employer Account Information* (DE 24)
- Attach additional sheets if your information will not fit in the space provided.

Industry specific registration forms for Agricultural, Government/Schools/Indian Tribes, Household Workers, Nonprofit, or Personal Income Tax Only are available online at **www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm#Forms.**

NEED MORE HELP OR INFORMATION?

- If you have questions regarding this form or the registration account number and assignment process and about whether your business entity is subject to reporting and paying State payroll taxes, you may visit our Web site at **www.edd.ca.gov/Payroll_Taxes/Reporting_Requirements.htm.** You may also call our Taxpayer Assistance Center at (888) 745-3886. For TTY (nonverbal) access, call (800) 547-9565. Outside U.S. or Canada, call (916) 464-3502.
- Access the EDD Web site at **www.edd.ca.gov.**

A. **LIST ALL PRINCIPAL OFFICERS OR ADMINISTRATORS -** Enter the full name, middle initial, surname, title, social security number, and California driver's license number for each officer, administrator, or tribal council member.

B. **BUSINESS NAME -** Enter name by which your business is known to the public. Enter "N/A" if the business name is the same as the organization or tribe name.

C. **OWNERSHIP BEGAN -** Enter date the new ownership began operating.

D. **FEDERAL TAX NUMBER -** Enter Federal Employer Identification Number. If not assigned, enter "Applied For."

E. **ORGANIZATION OR TRIBE NAME -** – Enter the name of the organization under which your business operates. Indian tribes must provide the full tribal name as shown on the Federal Register.

F. **PHYSICAL BUSINESS LOCATION -** Enter the California street address (not PO Box) and telephone number where business is physically conducted. If you have multiple California locations, please attach the physical business addresses on a separate sheet of paper. Indian tribes must also provide the mailing address for the tribal council.

G. **MAILING ADDRESS -** Enter mailing address where EDD correspondence and forms should be sent. Provide daytime phone number.

H. **INDICATE FIRST QUARTER AND YEAR WAGES EXCEEDED $100 -** Check the appropriate box for the quarter in which you first paid over $100 in wages. Enter the first payroll date MM/DD/YYYY.

I. **PRIOR REGISTRATION -** If any part of the ownership shown in box A, B, or E is operating or has ever operated a business at another location, check "Yes" and provide account number, business name, and address in box J.

J. **FORMER BUSINESS INFORMATION -** If "Yes" is checked in box I, provide former EDD account number, business name, and address.

K. **ALTERNATIVE FINANCING -** If you would like information on alternative methods of financing unemployment insurance, check the appropriate boxes for the information you want. Check "NO" if you want tax-rate method.

L. **TAXPAYER TYPE -** Check box that best describes the legal form of the ownership shown in items A, B, or E. If other, please specify.

M. **COUNTY WHERE BUSINESS IS LOCATED -** Enter county name.

N. **EMPLOYER TYPE -** Check box that best describes your employer type.

O. **NUMBER OF CALIFORNIA EMPLOYEES -** Enter the number of workers who are considered to be California employees. Refer to Information Sheet: *Employment* (DE 231) and Information Sheet: *Multi-State Employment* (DE 231D) on our Web site at **www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm#Publications** for additional information.

P. **INDUSTRY ACTIVITY -** Check box that best describes the industry activity of your business. Describe the particular product or service in detail. This information is used to assign an Industrial Classification Code to your business. If you would like more information on industry coding or the North American Industry Classification System (NAICS), you can visit the Web site at **www.census.gov/epcd/www/naics.html**.

Q. **CONTACT PERSON FOR BUSINESS -** Enter the name, title/company name, address, daytime telephone number, and e-mail address of the person authorized by the ownership shown in item A to provide EDD staff information needed to maintain the accuracy of your employer account.

R. **DECLARATION -** This declaration must be signed by an individual having the authority to sign on behalf of the business.

S. **PAYROLL TAX EDUCATION -** EDD provides educational opportunities for taxpayers to learn how to report employees' wages and pay taxes, pointing out the pitfalls that create errors and unnecessary billings. Visit our Web Site at **www.edd.ca.gov/payroll_tax_seminars/** or call us at (888) 745-3886 for more information.

We will **notify** you of your **EDD Account Number** by mail. To help you understand your tax withholding and filing responsibilities, you will be sent a ***California Employer's Guide* (DE 44)**. Please keep your account status current by completing a ***Change of Employer Account Information* (DE 24)** for all future changes to the original registration information. The DE 44 and DE 24 can be accessed through our Web site at **www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm**.

Tribal employers should call the tribal UI information number (916) 653-8135 for registration assistance or other questions.

Form W-4 (2015)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds $1,050 and includes more than $350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than $1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed $130,000 (Single) or $180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at *www.irs.gov/w4*.

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for **yourself** if no one else can claim you as a dependent . . . . . **A** ______

B Enter "1" if:
- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are $1,500 or less.

. . . **B** ______

C Enter "1" for your **spouse.** But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . . **C** ______

D Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return . . . . . **D** ______

E Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) . . **E** ______

F Enter "1" if you have at least $2,000 of **child or dependent care expenses** for which you plan to claim a credit . . . **F** ______
(**Note.** Do **not** include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G **Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.
- If your total income will be less than $65,000 ($100,000 if married), enter "2" for each eligible child; then **less** "1" if you have two to four eligible children or **less** "2" if you have five or more eligible children.
- If your total income will be between $65,000 and $84,000 ($100,000 and $119,000 if married), enter "1" for each eligible child . . . **G** ______

H Add lines A through G and enter total here. (**Note.** This may be different from the number of exemptions you claim on your tax return.) ▶ **H** ______

For accuracy, **complete all worksheets that apply.**
- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are **single and have more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed $50,000 ($20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form **W-4**
Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

▶ **Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.**

OMB No. 1545-0074
2015

1 Your first name and middle initial	Last name	2 **Your social security number**
Home address (number and street or rural route)	3 ☐ Single ☐ Married ☐ Married, but withhold at higher Single rate. **Note.** If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.	
City or town, state, and ZIP code	4 **If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card.** ▶ ☐	

5 Total number of allowances you are claiming (from line **H** above **or** from the applicable worksheet on page 2) | 5 |

6 Additional amount, if any, you want withheld from each paycheck . . . . . | 6 | $

7 I claim exemption from withholding for 2015, and I certify that I meet **both** of the following conditions for exemption.
- Last year I had a right to a refund of **all** federal income tax withheld because I had **no** tax liability, **and**
- This year I expect a refund of **all** federal income tax withheld because I expect to have **no** tax liability.

If you meet both conditions, write "Exempt" here . . . . . ▶ | 7 |

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature
(This form is not valid unless you sign it.) ▶ **Date** ▶

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)	9 Office code (optional)	10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 10220Q Form **W-4** (2015)

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1 Enter an estimate of your 2015 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1951) of your income, and miscellaneous deductions. For 2015, you may have to reduce your itemized deductions if your income is over $309,900 and you are married filing jointly or are a qualifying widow(er); $284,050 if you are head of household; $258,250 if you are single and not head of household or a qualifying widow(er); or $154,950 if you are married filing separately. See Pub. 505 for details . . . . 1 $

2 Enter: { $12,600 if married filing jointly or qualifying widow(er); $9,250 if head of household; $6,300 if single or married filing separately } . . . . 2 $

3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . 3 $

4 Enter an estimate of your 2015 adjustments to income and any additional standard deduction (see Pub. 505) 4 $

5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2015 Form W-4* worksheet in Pub. 505.) . . . . 5 $

6 Enter an estimate of your 2015 nonwage income (such as dividends or interest) . . . . 6 $

7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" . . . . 7 $

8 **Divide** the amount on line 7 by $4,000 and enter the result here. Drop any fraction 8

9 Enter the number from the **Personal Allowances Worksheet,** line H, page 1 9

10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet,** also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1

2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However,** if you are married filing jointly and wages from the highest paying job are $65,000 or less, do not enter more than "3" 2

3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet 3

Note. If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4 Enter the number from line 2 of this worksheet 4

5 Enter the number from line 1 of this worksheet 5

6 **Subtract** line 5 from line 4 6

7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . 7 $

8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . 8 $

9 Divide line 8 by the number of pay periods remaining in 2015. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2015. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 $

Table 1

Married Filing Jointly: If wages from LOWEST paying job are—	Enter on line 2 above	All Others: If wages from LOWEST paying job are—	Enter on line 2 above
$0 - $6,000	0	$0 - $8,000	0
6,001 - 13,000	1	8,001 - 17,000	1
13,001 - 24,000	2	17,001 - 26,000	2
24,001 - 26,000	3	26,001 - 34,000	3
26,001 - 34,000	4	34,001 - 44,000	4
34,001 - 44,000	5	44,001 - 75,000	5
44,001 - 50,000	6	75,001 - 85,000	6
50,001 - 65,000	7	85,001 - 110,000	7
65,001 - 75,000	8	110,001 - 125,000	8
75,001 - 80,000	9	125,001 - 140,000	9
80,001 - 100,000	10	140,001 and over	10
100,001 - 115,000	11		
115,001 - 130,000	12		
130,001 - 140,000	13		
140,001 - 150,000	14		
150,001 and over	15		

Table 2

Married Filing Jointly: If wages from HIGHEST paying job are—	Enter on line 7 above	All Others: If wages from HIGHEST paying job are—	Enter on line 7 above
$0 - $75,000	$600	$0 - $38,000	$600
75,001 - 135,000	1,000	38,001 - 83,000	1,000
135,001 - 205,000	1,120	83,001 - 180,000	1,120
205,001 - 360,000	1,320	180,001 - 395,000	1,320
360,001 - 405,000	1,400	395,001 and over	1,580
405,001 and over	1,580		

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

TOMALES VILLAGE
COMMUNITY SERVICES DISTRICT

Request for Proposal

Administrative Management for Community Services District,

a California Special District

Table of Contents

For more information, please refer to the TVCSD website: www.tomalescsd.ca.gov

1 PURPOSE

The Tomales Village Community Services District (TVCSD), a California Special District, is requesting proposals from qualified and experienced firms or individuals who can provide efficient administrative support to the TVCSD located in Marin County for three (3) to five (5) years. This Request For Proposal (RFP) position will be completed by private contract through a transparent competitive bidding process.

The purpose of this RFP is to provide the TVCSD with the assurance that the administrative support of the District facility is in substantial compliance with all local, state, and federal provisions (where applicable). An important objective is to maintain a level of high quality service to the people of this services district through appropriate documentation and workflow methodology (best practices) in the most responsible and cost effective and environmentally sustainable manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the TVCSD hereinafter referred to as the “District” and the Contractor entity is hereinafter referred to as "Contractor."

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable.

2 BACKGROUND

The Service District was formed in 1998 after being acquired from North Marin Water District. The primary purpose of the District is to operate and manage the wastewater treatment plant (WWTP) and the community park. The operation and maintenance of the WWTP is funded through service fees, while the capital improvements are funded through grants and low interest loans through the State Water Resources Control Board. Loans are repaid through operating funds. The operation and maintenance of the Tomales Community Park is funded entirely through donations, fundraisers, grants and Measure A funds. Capital improvements at the Park are paid for by state, federal and private grants and material and in-kind donations.

3 SELECTION CRITERIA – SEE FORM AT APPENDIX A

The District will evaluate proposals based on the following criteria and may short-list for interview purposes:

1. The completeness of the proposal in response to this RFP.
2. The methodology for carrying out the tasks described in the proposal.
3. The qualifications and experience of the personnel of the successful proposer, their performance of similar work and the experience and qualifications to perform the work.
4. References.
5. Proposed fees.
6. Interviews, if conducted.

The Board will rank all timely and responsive proposals. The Board may interview some or all proposers. If interviews are conducted, the proposal rankings will not be final until interviews are complete. When rankings are final, the Board or designated Board member(s) will commence negotiations with the highest ranked proposer.

After negotiating a proposed agreement that is fair and reasonable, the final agreement will be presented to the full Board for approval. The Board has final authority to approve or reject the final agreement.
By submitting a proposal, each proposer agrees to the following:

1. The District reserves the right to waive any irregularity in any proposal.
2. The District reserves the right to reject any or all proposals.
3. The District reserves the right to request additional proposals.
4. The District reserves the right to request clarification of information submitted and to request additional information from any proposer.

5. The District reserves the right to award any contract to the next most qualified proposer, if it cannot reach agreement with the first selected proposer.
6. The agreement between the successful proposer and the District will be in a form supplied or approved by the District.
7. This RFP does not constitute an offer by TVCSD to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer. A response to this RFP does not bind the District in any way.
8. The District will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. Each proposal will remain valid for a period of at least 60 calendar days from proposal due date.

4 SCOPE OF WORK

The Scope of Work is to provide full service administrative of the District in accordance with all provisions within this RFP. The contract term is a three (3) to five (5) year agreement renewable through the TVCSD competitive bidding process (posted on TVCSD website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm selected will be a California entity and all subjects performing the District's administrative functions will have the appropriate qualifications. Your proposal should contain, but not be limited to the following considerations:

Eligibility – educational background and references.

Experience with government administration and preferably non-profit.

A list of similar local government and non-profits or pertinent accounts served by you or your firm.

Your staff assignments and availability to complete the required duties on a timely basis.

- Participation of senior personnel assigned to the engagement.
- Frequency of contact with assigned administrative personnel.
- Availability of staff to respond to questions within the scope of the described duties and the hourly charge, if any, for services outside the scope of the described duties ("Non-Standard Duties").

Stability history - what assurances can you provide the District regarding the assignment of your permanent personnel to this engagement? Describe transition plan in the event of personnel changes.

Describe capability to manage, improve and maintain existing TVCSD administrative systems.

Describe specific activities that will support and improve the environmental sustainability of the District. Give examples of proposed initiatives that will advance the Board's strategic sustainability goals.

Procedures and tools (i.e. software and hardware) used to perform administrative transactions along with all supporting documents to develop management reports for all personnel within the District structure.

Describe package to be provided for regular Board meetings, availability of assigned personnel to attend Board meetings and discuss administrative issues and concerns, as well as projections based on approved budget and District needs.

Your fee proposal to conduct the required administrative function, along with your fee schedule for additional services that may be required beyond the scope of the basic administrative engagement (i.e. management of occasional approved CIPs). The proposal should also state that any increase in the administrative fee will be immediately disclosed to the TVCSD Board of Directors. This disclosure should include an estimation of the increased fees and the reason for the increase.

Estimated number of hours to complete the requested administrative duties by classification of you and/or your employees, i.e. partners, senior, junior.

Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.

Administrative personnel will produce documentation detailing monthly activities and summary reports to be included in monthly TVCSD Board packet, annual budget supporting documents (as necessary), and provide administrative input and analysis into the annual report.

4.1 COMMUNICATIONS

4.1.1 REPORTING

Contractor will maintain staffing and procedures necessary to insure timely professional communications with the District.

4.1.2 DOCUMENT FORWARDING

Both District and Contractor will immediately forward to each other any document or information received which concerns the administrative support of the District.

4.1.3 CUSTOMERS

Contractor will develop and provide a work request tracking system to document calls from District customers. The system will include a method for action tracking and reporting.

4.1.4 REGULATORS

Contractor shall provide written and oral communications with regulatory agencies concerning the administrative support of the District.

4.1.5 DISTRICT

Contractor will provide copies to the District of written communications with regulatory agencies and report substantive conversations or communications that affect the District. At least monthly the Contractor will attend a Board of Directors meeting and present Board-level reports.

4.1.6 CONTRACTOR RESPONSIBILITIES

- Cooperation - Contractor will cooperate with the District’s engineers, attorneys, sub-contractors or others engaged by the District to ensure that administrative transactions are complete and accurate. Non-Schedule Work may apply where appropriate.

- Professionalism - Contractor will conduct business in the highest professional manner and conduct themselves appropriately when dealing with District customers, regulators, citizens at large, politicians or others while conducting business on behalf of the District.

4.2 DISTRICT ADMINISTRATIVE SUPPORT

4.2.1 CONTRACTOR’S REPRESENTATIVE

Contractor will designate a main point of contact to conduct the business of the Contractor.

4.2.2 SCOPE OF DUTIES

The Contractor’s Representative, or his designee, will have responsibility for managing the Contractor’s activities under these Specifications.

4.2.2.1 Office Management

- Organize and maintain current and past files and plans of the District in an easily accessible system.

- Answer telephone and retrieve messages and maintain a Call Record.
- Receive, date and process all incoming mail, correspondence and plans; process all outgoing mail.
- Manage and maintain correspondence from the Board to carry out District business.
- Interface with community members, conduct surveys, and assimilate relevant information; receive complaints and forward to the Board.
- Provide answers to or refer questions to the Board for all correspondence.
- Provide copies to the Board of all incoming and outgoing correspondence.
- Assist with setting of Board agenda with Board President and Secretary and assuring the agenda is posted according to laws.
- Oversee timely development of Board packet for monthly meetings and any special meetings; packet should include important supporting information for all agenda items and all correspondence.
- Adhere to all local and state laws and advise Board on changes to said laws and address compliance issues.
- Maintain Minutes Book, Board Resolution Book and District Agenda Binder.
- Coordinate periodic TVCSD Newsletter with Newsletter Committee.
- Insure District website is current. Post district agendas, minutes and board packets in a timely manner and keep the public is kept up-to-date with postings of district news.
- Submit regulatory reports to local and state agencies as required.

4.2.2.2 Administrative Support

- Research and identify ongoing funding sources, both public and private; keep Board current on available funding opportunities; apply for funding as directed by the Board; oversee follow-up reporting to funders as required. Work well with Financial Manager to maximize fund-raising effectiveness.
- Gather backup information for ongoing Board discussions of the annual budget process.
- Interface with Marin County as needed on tax collection, payment, delinquency and new hook-ups; coordinate with fiscal manager; advise Board as needed.
- Adhere to TVCSD Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows TVCSD CIP protocols.
- Assist with documentation of policies; maintain historical and reference documents.

4.2.2.3 Sewer System Administration

- Assist with coordination of Sewer Plant Tours.

4.2.2.4 Tomales Community Park

- Interface with Park Committee for ongoing maintenance, improvement projects, and public fundraisers.
- Inspect park monthly, directing maintenance as required.
- Work with Park Committee to recruit and coordinate all volunteer activities.
- Establish and publish park rules as directed by the Board and Park Committee.
- Establish park rentals and oversee rentals of the park as directed by the Park Committee and Board.
- Oversee all park improvement projects as directed by the Board and Park Committee.

4.2.2.5 Administrative Assistant Performance Monitoring

Monitoring Administrative Assistant performance will be utilized to determine the degree to which Board policies, goals and objectives are being fulfilled and will include:

- Administrative Assistant's Reports to disclose compliance information.
- External Reports from regulators, auditors and relevant agencies.
- Direct Board inspection of documents, activities and circumstances directed by Board for policy compliance.
- Annual formal evaluation of Administrative Assistant performance with criteria to be measured as set by Board.

4.2.3 NATURE OF SERVICES REQUIRED

The Administrative Assistant will have a shared responsibility with the other contracted roles to carry out TVCSD's goals, objectives and policies with the Board of Directors approval, based on contracted services financed through the district's annual operating budget as set each fiscal year. The following areas present an overview of these shared areas of responsibility:

Shared responsibility to implement assigned goals with accurate, concise and timely information and counsel needed for work of Board, committees, operators, ratepayers and affiliate agencies and memberships, including the processes imposed by the Board's governance system.

- Fiscal stability and viability to meet service obligations to ratepayers.
- Achievement of targeted annual budget.
- Identification and communication to the Board of strategic opportunities for TVCSD.
- Safety of TVCSD assets and legal status.
- Accurate, timely and inclusive information needed for successful operation of TVCSD to include performance monitoring data on operations; relevant trends, material incidents and developments, significant decisions, legal jeopardy, changes in assumptions on which Board and Operation policies have been based; and optional points of view and counsel necessary for fully informed Board choices.
- Favorable perception of TVCSD among key leaders in government and industry and stakeholders, including favorable image of the Administrative Assistant, developed by working cooperatively with TVCSD Board, Committees, and ratepayers.
- Effective mechanism for Board, Committees, Fiscal Manager, and Operator communications to include ratepayer awareness and communication of the Board.
- Enhance image of the President of the Board in the community as TVCSD leader and spokesperson.

4.2.4 LIMITATIONS FOR ADMINISTRATIVE ASSISTANT ROLE

Certain actions will be unacceptable to the Board without policy approval and specific directives, and include new business ventures, acquisitions, major partnerships, budgeting, and binding contracts.

4.2.4.1 Required Meetings

- TVCSD Board of Directors meets monthly on the second Wednesday of each month, excluding August and December.
- Annual budget meetings, as necessary.
- Audit support – interface with Board approved auditor to provide input for the annual audit, as necessary.

4.2.4.2 Description of District as Entity

- Non-profit entity. California Community Services District.

4.2.4.3 Available Manuals and Information Sources

- Minutes of the board meetings of the District
- Functional work description of Administrative Assistant
- Policies and Procedures

Details of fixed assets are maintained. The fixed assets ledger was constructed with historical information by the current contracted General Manager during prior accounting periods.

Available for Examination:

- 5 Year Strategic Plan
- Prior Audit Reports.
- Prior fiscal year financial statements and supporting documents.
- Budgets – current and prior year. Budget is maintained and is available for examination.

Staff members will be available to pull and reproduce documents. Legal counsel will be made available with prior Board approval.

Work areas will be provided by the District in close proximity with the administrative records on the premises.

4.2.4.4 Reporting Requirements

Monthly reports will be addressed to the Board of Directors and will contain relevant items for Board discussion, reference, or action as described within.

- Monthly management summary reports will be required to accompany the Board packets. It should contain a discussion of administrative issues, project status, and other relevant results and recommendations affecting internal control, legality of actions, other instances of non-compliance with laws, and any other material matters.
- Any reports required by regulatory agencies, local and state laws.

4.2.4.5 Time Requirements

- Proposals will be delivered to the District office according to the schedule on page 3.
- Once a contract has been signed, work may begin immediately to transition the required tasks in a progressive manner with costs to be billed to the District as the charges generated by the Contractor in accordance with the original agreement.
- Preliminary work to review accounts can begin immediately.
- The administrative transition will be completed in a timely manner.

4.2.5 AVAILABILITY

The Engagement Manager will be available to consult with District staff during normal business hours.

4.3 NON-STANDARD DUTIES

This section is intended to provide a mechanism to equitably manage changes in District administrative support that is considered to be beyond the normal scope of work.

4.3.1 NON-SCHEDULED WORK

Non-Scheduled Work will be billed in accordance with these Specifications in accordance with our then-current Schedule of Rates. Non-Scheduled Work will be invoiced at the end of the month is which the work was performed. At the Contractor's option, small specific project billing may be accumulated, or held, for a few months until a single invoice can be prepared. (Note: Non-Scheduled Work is a sole source mechanism for the District to utilize when sending out Requests for Proposals "RFPs" and obtaining multiple bids or proposals is unwarranted or uneconomical.)

Project Bids - Occasionally the District and Contractor may wish to prepare a separate contract outside the scope of these Specifications for Non-Scheduled Work. Upon receipt of a Request for Proposal (RFP) from District, Contractor may, or may not, submit a bid. In the case where a bid is submitted and accepted by the District, the terms of the bid will be exclusively those contained in the bid and will not automatically adopt these Specifications unless specified in writing otherwise. This provision is utilized most often when projects arise outside the Contractor's scope and the District desires to receive multiple bids or proposals.

4.3.2 DISTRICT INITIATED WORK

When authorized by the District, Contractor may perform work outside the scope of these specifications as Non-Scheduled Work.

4.3.3 EMERGENCIES

In the event of an emergency situation, Contractor shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work. In the event the Contractor cannot reach the District, Contractor is authorized to make reasonable and necessary expenditures to alleviate the emergency condition. In the event such expenditures were made, Contractor shall notify the District the next normal work day and provide a written report to the District as soon as practical.

4.3.4 NEW CONSTRUCTION

When requested by the District, Contractor will undertake the administrative support of new or modified projects as Non-Scheduled Work. Within eighteen months Contractor will amend its agreement with the District to reflect the costs of the new or modified projects. Contractor shall provide estimates of these costs/services before commencing them and require approval for construction administration.

4.3.5 WORK BY OTHERS

District may have work done by others that impacts Contractor. Work performed by Contractor necessary to coordinate with others will be billed to District as Non-Scheduled Work.

4.4 INSURANCE

4.4.1 CONTRACTOR'S INSURANCE

Contractor will maintain and keep in full force the insurances listed in this section. Additionally, the Contractor will name the District as additional insured. Contractor will provide Certificates of Insurance to the District.

- Professional Liability Insurance

All questions and correspondence should be directed in writing to:

Bill Bonini, Board President, Tomales Village Community Services District
P.O. Box 92, Tomales, CA 94971
Email: mailto:wmabonini@yahoo.com
Phone: (707) 878-2271

Contact with TVCSD personnel other than Bill Bonini, President TVCSD, regarding this RFP may be grounds for elimination from the selection process.

We will look forward to receiving your proposals on or before the stated due date.

WEST MARIN SENIOR SERVICES
Executive Assistant

JOB DESCRIPTION

Introduction: The Executive Assistant provides a variety of administrative and clerical support to the Executive Director and other staff. Duties include maintaining data, generating and formatting reports and other documents using a full range of computer software including spreadsheets, word processing, desktop publishing, database management, and presentation software, grant writing, grant management and calendar. The Executive Assistant is responsible for formatting and planning the newsletter and maintaining the website. S/he also serves as the Development Associate and has responsibility entering data into Donorsnap and ensuring that donor acknowledgements are handled in a professional and timely manner.

Reports To: The Executive Director and assists him/her in meeting the organization's goals. This position requires a high degree of confidentiality regarding clients, volunteers, Board members and staff in creating a collaborative, professional and effective work environment.

MAJOR DUTIES

OFFICE MANAGEMENT & ADMINISTRATIVE DUTIES:

- Processes all donations and other income and makes bank deposits in a timely manner.
- Maintains the master grant planning calendar, grant reporting and grant writing.
- Oversees the ordering of office and program supplies, forms, records, and equipment.
- Maintains central files related to the agency and its programs.
- Serves as the key Personnel Officer with the completion of personnel records.
- Oversees special and bulk mailings. Has responsibility for ensuring that mailings are sent in a timely manner.
- Maintains monthly reports including client and volunteer statistics, CARS database reports, TRIPtrans, and other reports, as assigned.
- Formats ads, invitations, brochures, and other media to support our events and activities, as requested.

NEWSLETTER:

- Plans the newsletter content, arranges for articles, formats and does the computer layout. Obtains approval from the Executive Director for the content and layout.
- Formats and procures advertisers for the newsletter, if requested.
- Arranges for printing and distribution. Works closely with Volunteer Coordinator.

WEBSITE SUPPORT:

- Responsible for maintaining the website, editing and updating it frequently. Obtains approval from ED for major changes.
- Ensures that the website is professional, attractive, and communicates the key messages as identified by the Board of Directors and Executive Director.

HOLSTEIN 100 SUPPORT:

- Serves as the key clerical support for the Holstein 100.
- Processes letters to sponsors, advertisers, riders, and donors.
- Updates the website frequently with information about the HH event. Helps to ensure that articles are professional and well-written.
- Stays up-to-date with information about the event so s/he can answer questions and respond to e-mails from riders and callers. Refers complex issues to HH coordinator for handling.

FUNDRAISING SUPPORT:

- Maintains and updates donor lists and mailing lists on computer, and backs up files frequently. Records donations and assists with thank you letters to all donors in a timely manner.
- Assists Development Director, if there is one. Otherwise, works with the Executive Director and assists Development Committee, when needed.
- Assists with the Annual Campaign. Prints labels and organizes mailings, records information in Donorsnap.

Knowledge, Skills and Abilities:

- Good computer skills, including Donor Snap, Excel, Word, mail merge, and database management.
- Able to maintain confidentiality in all areas at all times.
- Able to manage multiple tasks, prioritize each day and meet deadlines.
- Able to work independently, follow directions and think in creative ways, to help run the office efficiently and effectively.
- Good business writing skills.
- Excellent interpersonal skills in dealing with clients (especially seniors), community members, volunteers, staff, and Board members.

Requirements:

- Minimum of two years of experience in an administrative position
- Excellent references
- Able to sit for long periods of time, to use office machines, to lift 40 lbs.

Hours and Work Schedule:

Minimum 20 hrs/week, flexible hours, benefited. Salary: $18 and up, depending upon experience and skills.

Cynthia Hammond

P.O. Box 341, Inverness
CA 94937
Home: (415) 601-1240 -
cynthmarie@sbcglobal.net

Summary

Knowledgeable of local community needs with an emphasis on high-risk clients (medically, fragile seniors). Understanding of non-profit operations. Works best under pressure with great organizational and attention to detail skills. Enjoys the process of following through a task from start to finish.

Skills

Filemaker Data Pro and Donorsnap (Donor database software programs). Entering data of private, corporate and foundation donors and grants. Generate reports based on a wide variety of parameters.
Microsoft Word, Excel (somewhat) and Publisher.
Submitting various grant reporting requirements to County of Marin.
Data entry for California Aging Reporting System (CARS) which include Client Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL), and nutritional assessments.
Maintaining statistics for various grants and grant reporting.
Develope ways to maintain efficiency and order.

Professional Experience

Executive Assistant, Grant Writer, Grants Manager
July 2006 to Current
West Marin Senior Services - Pt. Reyes Station, CA
Please see attached job description.

General Office Duties
November 2005 to December 2009
West Marin Medical Center - Pt. Reyes Station, CA
Scheduling appointments, answering phones, relaying messages to physicians, insurance billing, reconciling daily appointments with physician billing sheets, deposits and general office duties for busy medical practice.

General Manager
June 1998 to March 2004
Rancho Nicasio - Nicasio, CA
Planned and coordinated special events which included private parties, weddings, receptions, corporate events. Scheduled staff of 20 employees, hired and fired, trained waitstaff, bartenders, hostesses. Designed menus, wine lists, brochures, website and print advertising. Reconciled numerous cash drawers, cash banks and daily deposits.
Contacted, scheduled and booked musicians for various events.

Floor Manager
March 1990 to September 1997
The Olema Farmhouse - Olema, CA
Scheduled staff of 12 employees, hired and fired, trained waitstaff, bartenders and hostesses. Responsible for daily profit and loss statements, balancing cash drawers and cash banks.

Graphic Designer
July 1984 to November 1988
Clyde Winters Design - San Francisco, CA
Designed corporate identity programs, brochures, menus and signage. Responsible for submitting 3 design ideas to various clients. Follow through to final design approval, printed material and delivery to client.

Education: **Bachelor of Arts** : **Fine Arts emphases in Graphic Design**, 1984 **University of Arizona** - Tucson, AZ

References: Jane Vait, West Marin Community Thrift Store Manager, (415) 669-7632
Kathleen Tyson, West Marin Medical Center Medical Assistant, (415) 663-9257

Melinda Bell, CPA, (707) 878-2478

Robert's Rules of Order Newly Revised, 11th Ediion
Section 61, Pages 645-648

BREACHES OF ORDER BY MEMBERS IN A MEETING.

If a member commits only a slight breach of order--such as addressing another member instead of the chair in debate, or, in a single instance, failing to confine his remarks to the merits of the pending question--the chair simply raps lightly, points out the fault, and advises the member to avoid it. The member can continue speaking if he commits no further breaches. More formal procedures can be used in the case of serious offenses, as follows:

Calling a Member to Order: If the offense is more serious than in the case above--as when a member repeatedly questions the motives of other member whom he mentions by name, or persists in speaking on completely irrelevant matters in debate--the chair normally should first warn the member; but with or without such a "call the member to order." If the chair does this, he says, "Mr. President, I call the member to order," then resumes his seat. If the chair finds this point of order (23) well taken, he declares the offender out of order and direct him to be seated, just as above. If the offender had the floor, then (irrespective of who originated the proceeding) the chair should clearly state the breach.involved and put the question to the assembly: "Shall the member be allowed to continue speaking?" The question is undebatable.

"Naming" an Offender. In case of obstinate or grave breach of order by a member, the chair can, after repeated warnings, "name" the offender, which amounts to peferring charges and should resorted to only in extreme circumstances. Before taking such

action, when it begins appear that it may become necessary, the chair should direct the secretary to take down objectionable or disorderly words used by the member. This direction by the chair, and in the words taken down pursuant to it, are entered in the minutes only if the chair finds it necessary to name the offender.

Although the chair has no authority to impose a penalty or to order the offending member removed from the hall, the assembly has the power. It should be noted in this connection that in any case of an offense against the assembly occurring in a meeting, there is no need for a formal trial provided that any penalty is imposed promptly after the breach (cf. pp. 250-51), since the witnesses are all present and make up the body that is to determine the penalty.

The declaration made by the chair in naming a member is addressed to the offender by name and in the second person, and is entered in the minutes. An example of such declaration is as follows:

CHAIR: Mr. J! The chair has repeatedly directed you to refrain from offensive personal references when speaking in this meeting. Three times the chair has ordered you to be seated, and you have nevertheless attempted to continue speaking.

If the member obeys at this point, the matter can be dropped or not, as the assembly chooses. The case may be sufficiently resolved by an apology or a withdrawal of objectionable statements or remarks by the offender, but if not, any member can move to order penalty, or the chair can ask, "What penalty shall be imposed on the member?" A motion offered in a case of this kind can propose, for example, that the offender be required to make an apology, that he be censured, that he be required to leave the hall during remainder of the meeting or until he is prepared to apologize, that his rights of membership be suspended for a time, or that he be expelled from the organization.

The offending member can be required to leave the hall during the consideration of his penalty, but he should be allowed to present his defense briefly first. A motion to require the member's departure during consideration of the penalty--which may be assumed by the chair if he thinks it appropriate--is undebatable, is unamendable, and requires a majority vote.

If the member denies having said anything improper, the words recorded by the secretary can be read to him and, if necessary, the assembly can decide by vote whether he was heard to say them. On the demand of a single member--other than the named offender, who is not considered to be a voting member while his case is pending--the vote on imposing a penalty must be taken by ballot, unless the penalty proposed is only that the offender be required to leave the hall for all or part of the remainder of the meeting. Expulsion from membership requires a two-thirds vote.

If the assembly orders an offending member to leave the hall during a meeting as described above and he refuses to do so, the considerations stated below regarding the removal of offenders apply; but such a member exposes himself to the possibility of more severe disciplinary action by the society.

Park Master Plan, Example

Town of Windsor

Master Planning Update of the Parks and Recreation Master Plan 2015 with Key Strategies for Implementation

Purpose of the Master Plan

The Parks and Recreation Master Plan is a tool to guide the Town of Windsor in parks and recreation planning on a long-term basis. The need for a Parks and Recreation Master Plan was established by the adoption of the *Town of Windsor General Plan - 2015* in January of 1996. The Plan provides baseline data, policies and recommendations for day-to-day tasks, as well as standards for planning future parks and recreation facilities.

Master Planning Update of the Windsor Parks and Recreation Master Plan 2015 With Key Strategies for Implementation in the Town of Windsor

At its June 18, 2014 meeting, the Windsor Town Council awarded the contract for the Windsor Parks and Recreation Master Plan Update to the firm of **Gates + Associates.**

A **Joint Workshop** among the Parks and Recreation Commission, Senior Citizens Advisory Commission and the People4Parks Foundation Board will be held on **Tuesday, July 15, 2014 at 5:00 p.m. in the Windsor Town Hall Council Chambers.** The Town's General Plan update consultants (Mintier-Harnish, LP) and Parks and Recreation Master Plan Update consultants (Gates+Associates) will review a collaborative process and receive initial input. The meeting is open to the public.