



**TVCS D Board of Director’s Special Meeting Agenda**

**Date: Wednesday, July 21, 2021, 7 pm**

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

**Notice of Teleconferenced Meeting**

Pursuant to the Governor's Executive Order N-29-20 (dated March 17, 2020), members of the Board of Directors may participate via teleconference. Teleconference locations are not open to the public pursuant to California Governor Executive Order N-29-20. For this meeting, there will be no physical location from which members of the public may observe/comment.

Board Members Teleconferencing: Dru Fallon O’Neill, Donna Clavaud, Bill Bonini, John Ward, and Peter MacLaird.

**Members of the Public may participate and provide public comments to teleconference meetings as follows:**

1. If you wish to submit a public comment on agenda items in advance of the meeting, please send to jose91946@sbcglobal.net. Emails received prior to the meeting will be included in the public record. The Board President will read public comments at the Board meeting, not to exceed three minutes (approximately 300 words).
2. If you wish to submit a public comment during the meeting, please use the following information:  
https://us02web.zoom.us/j/83470396317 dial by your location \_United States\_\_\_\_  
Meeting ID: 834 7039 6317

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

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

**I. Call To Order**

**II. Open Communication** Time for community members and visitors to bring up items they wish to discuss and items that do not appear on the agenda. Added items will be included under Other Business.

**III. Approval of July 21, 2021 Special Meeting Agenda** Action

**IV. Review, Approve and Execute Strategic Planner’s Proposal** Action

**V. Review General Manager Draft RFP**

**VI. Other Business**

**VII. Old Business**

a. Accept Check Registers and Approve Expenditures from TVCS D July 14, 2021 Board Meeting Action

**VIII. Adjournment**

**TVCS D 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.*

*The agenda and supporting documents can be accessed on the TVCS D website 72 hours prior to the meeting. Anyone requesting disability related accommodations may contact the district office 72 hours prior to the meeting.*

## SERVICES CONTRACT

**1. The Parties.** The Parties to this Contract are:

The TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (the "District"), a California Special District, and Deborah Parrish, dba Beyond Balance ("Contractor").

**2. Term.** The Effective Date of this Contract is [REDACTED]. It shall remain in effect for 1 year, unless terminated earlier in accordance with the provisions set forth below in Sections 6 and 7 below.

**3. Additional Terms.** Additional terms and provisions of this Contract, including the description of the services to be provided and the agreement concerning compensation and reimbursement of expenses, are set forth in the Addendum to Services Contract attached hereto and incorporated into this Contract by this reference.

**4. Performance Monitoring.** In order to monitor Contractor's performance under this Contract: (a) Contractor shall submit reports requested by the District to disclose compliance information; (b) the District shall have the right to inspect Contractor's documents, activities and circumstances as appropriate to monitor compliance; and (c) the District will conduct a formal evaluation of Contractor's performance annually, measuring criteria set by the District's Board of Directors.

**5. Events of Default.** The following constitute events of default:

**A.** Any material misrepresentation made by Contractor to the District, whether negligent or willful, and whether in the inducement or in the performance of the Contract.

**B.** Contractor's material failure to perform any of its obligations under the Contract including the following: (a) failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services; (b) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory; (c) discontinuance of the Services for reasons within Contractor's reasonable control; (d) failure to comply with the District's terms and conditions as set forth in the RFP; (e) failure to comply with any other material term of the Contract.

**C.** (a) The filing by Contractor of a petition or proceeding under applicable state or federal bankruptcy or solvency laws or statutes, which petition or proceeding has not been dismissed within thirty (30) days after the date of its filing; (b) the initiation against Contractor by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed within thirty (30) days after the date of filing; or (c) the appointment of a receiver for Contractor with respect to all or a portion of its assets.

**D.** Any change in ownership or control of Contractor without the prior written approval of the District, which approval the District will not unreasonably withhold.

**E.** Failure to comply with the provisions in the Contract requiring compliance with all laws in the performance of the Contract.

**6. Remedies.** Upon the occurrence of any event of default the District shall have the right to declare Contractor in default. The District may in its sole discretion give Contractor an opportunity to cure the default within thirty (30) days. The District will give Contractor written notice of the default, after which the District may invoke any or all of the following remedies:

**A.** The right to take over and complete the Services, or any part of them, at

Contractor's expense, and bill Contractor for the cost of the Services. Contractor must pay the difference between the total amount of the bill and the amount the District would have paid Contractor under the terms of this Contract for those Services;

**B.** The right to terminate the Contract as to any or all of the Services yet to be performed;

**C.** The right of specific performance, an injunction, or any other appropriate equitable remedy;

**D.** The right to money damages;

**E.** The right to withhold all or any part of Contractor's compensation under this Contract.

**7. A. Termination for Cause.** The District reserves the right to terminate this Contract in the event Contractor breaches or violates any term or terms of the Contract. In the event of such termination for cause, the District shall pay for services performed and accepted by the District that are in compliance with the requirements of this Contract prior to the date of termination.

**B. Termination for Convenience.** The District reserves the right to terminate this Contract without showing cause upon giving sixty (60) days written notice to the Contractor. The District shall only pay for services performed prior to the effective date of termination.

**8. Ownership of District Data.** Any and all data or confidential information that may be provided to or made available to Contractor ("District Data") is and shall remain the property of the District. Contractor and its employees, agents and subcontractors and their employees and agents shall not: (a) use the District Data other than in connection with the performance of the Services; (b) disclose, sell, assign, lease or otherwise provide the District Data to any third parties; or (c) commercially exploit the District Data.

**9. Warranties and Representations.** In connection with signing and carrying out the Contract, Contractor represents and warrants to the District that: (a) Contractor is appropriately licensed under California law to perform the Services specified in this Contract and will perform no Service for which Contractor is not appropriately licensed; and (b) Contractor is competent to perform the Services and will provide experienced and competent personnel to carry out the Services in a timely fashion.

**10. Notices.** Notices permitted or required under this Contract shall be sent: (a) to Contractor by delivery to the Contractor's primary contact person identified in the attached Addendum to Services Contract; (b) to the District by delivery to Tomales Village Community Services District, PO Box 303, Tomales, CA 94971; or (c) to such other address that the party may designate by notice to the other which is given in accordance with the terms of this paragraph. Notice shall be deemed to have been given five (5) days after being sent by Registered or Certified Mail, postage prepaid, return receipt requested.

**11. Insurance.** Contractor is required to procure and maintain insurance as described below. Contractor will provide certificates of insurance showing that it has the required policies. Each company providing insurance coverage shall be authorized to do business in the State of California and shall have a Best's rating of no less than A. The insurance coverage shall be

primary insurance as respects the District, its officers, officials, directors, employees and volunteers. The insurance shall require sixty (60) days prior written notice to be given to the District in the event coverage is substantially changed, suspended, voided, cancelled, or not renewed. Contractor agrees that the insurers shall waive all rights of subrogation against the District. Contractor expressly understands and agrees that any insurance protection furnished by Contractor hereunder shall in no way limit its responsibility to indemnify the District and hold it harmless under the provisions of this Contract.

**A.** Workers Compensation, at the statutory amounts in compliance with state laws.

**B.** Commercial General Liability, with limits of liability not less than \$1,000,000 per occurrence.

**C.** Automobile Liability, with limits of liability not less than \$1,000,000 per occurrence.

**D.** Professional Liability, with limits of liability not less than \$1,000,000 per occurrence.

**E.** Operations and Maintenance contractors shall include a pollution endorsement in their policies.

**12. Disputes.** This Contract shall be governed by the laws of the State of California. The Parties agree that any dispute between them arising out of or relating to this Contract shall be resolved by binding arbitration before one arbitrator under the commercial rules of the American Arbitration Association. The parties shall attempt to agree on the arbitrator. If they fail to reach agreement, the arbitrator shall be appointed by the Presiding Judge of the Superior Court of Marin County, California. Unless the parties agree otherwise, the arbitration shall be held in Tomales, California. The prevailing party in any such arbitration or other legal action shall be entitled to recover its reasonable attorney's fees and costs.

**13. Indemnification.** Contractor will defend, indemnify, keep and hold harmless the District, its directors, officers, representatives, agents, volunteers and employees, from and against any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property which may arise or which may be alleged to have arisen out of: or in connection with the performance this Contract. This obligation to indemnify shall survive the termination or expiration of this Contract.

**14. Independent Contractor.** This Contract is not intended to and will not constitute, create, or give rise to a joint venture, partnership, or any other business association or organization of any kind between Contractor and the District. The rights and the obligations of the Parties are only those expressly set forth in this Contract. Contractor shall perform under the Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

**15. Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders.

**16. Modifications and Amendments.** No changes, amendments or modifications of the

Contract, or any part hereof, shall be valid unless in writing and signed by both Parties.

**17. Assigns.** All of the terms and conditions of the Contract are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Neither Contractor nor the District may assign or transfer all or any portion of this Contract without the prior written consent of the other Party.

**18. Cooperation.** If this Contract is terminated for any reason, or if it expires on its own terms, Contractor agrees to: (a) make every effort to assure an orderly transition to another provider of the Services and an orderly demobilization of its own operations in connection with the Services; (b) promptly return all District property, including District Data (as defined in Section 8 above), files and documents; and (c) will otherwise comply with the reasonable requests of the District in connection with the termination or expiration.

**19. Waiver.** The making or failure to make any payment, take any action or waive any right under this Contract shall not be deemed to be an amendment of this Contract nor a consent to such action or failure to act, or to any other action or failure to act. No waiver by either Party of a breach of any provision of this Contract shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right or remedy under this Contract.

**20. Severability.** In the event that any provision of this Contract is deemed to be invalid by reason of the operation of any law or by reason of an interpretation by any court or other governmental body, this Contract shall be construed as not containing that provision and all other provisions of this Contract shall remain in full force and effect.

**21. Non-Liability of Public Officials.** Contractor will not charge any director, officer, representative, volunteer, official, employee or agent of the District personally with any liability or expenses of defense or hold any director, officer, representative, volunteer, official, employee or agent of the District personally liable to it under any term or provision of the Contract or because of the District's execution, attempted execution or breach of the Contract.

**22. Confidentiality.** Contractor acknowledges that it will be entrusted with or have access to valuable and confidential information, including documents, data and records of the District. With respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. If Contractor is presented with a subpoena or request concerning any such information which may be in Contractor's possession by reason of the Contract, Contractor shall immediately give notice to the District so that the District will have the opportunity to contest such subpoena or request before the documents, data or records are submitted to a court or third party. Contractor is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

**23. Entire Contract.** This Contract, together with the attached Addendum to Services Contract and the Request for Proposal attached to the Addendum, constitutes the entire agreement and understanding between the parties related to its subject matter. All prior or

contemporaneous conversations, negotiations, agreements and representations with respect to the subject matter hereof are superseded by the written terms of this Contract. If there is a conflict between the language in this Contract and language contained in the RFP, then the language in this Contract shall govern.

**24. Authority.** The persons signing this Contract certify that they have the power and authority to enter into and execute this Contract on behalf of the contracting Parties.

**The Parties hereby agree** to the terms and provisions set forth in this Services Contract as of the Effective Date set forth above, and agree to be bound by the terms and provisions, including those set forth in the attached Addendum to Services Contract.

TOMALES VILLAGE

\_\_\_\_\_  
COMMUNITY SERVICES DISTRICT

{[ ]}  
{SEP}

(Contractor)

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

{[ ]}  
{SEP}

By: Deborah Parrish  
Title: Owner/Principal

## ADDENDUM TO SERVICES CONTRACT

### **A. Contractor's Primary Contact person.**

Deborah Parrish

Name

PO Box 2095

Street Address

Bethel Island, CA 94511

City, State and ZIP Code

415-827-5822

Telephone Number

### **B. Services to be Provided.**

The Services to be provided under this Contract are described in detail in the attached Request for Proposal ("RFP") which is hereby incorporated into this Services Contract by this reference.

- *Dates of deliverables and schedule of working sessions to be determined and agreed to by all stakeholders.*

In the event that Contractor is requested to provide services that are beyond the normal scope of work as described in the RFP, those services will be compensated as set forth in the "Non-Standard Duties" section of the RFP.

List of specific personnel who are to perform particular tasks:

- 1. Deborah Parrish, Project Lead, workshop facilitator, writing, editing*
- 2. Monica Dashwood, writing, editing*

### **C. Compensation and Reimbursement of Expenses.**

This is a fixed fee engagement not to exceed \$7,000. Upon acceptance of this contract, 10% deposit on fees is requested. All remaining fees are due and payable upon delivery of completed strategic plan.

## **ATTACHMENT A**

### **TOMALES VILLAGE COMMUNITY SERVICES DISTRICT**

**P.O. BOX 303 TOMALES, CA 94971**

#### **REQUEST FOR PROPOSAL:**

**STRATEGIC PLANNING CONSULTANT FOR A 5-YEAR STRATEGIC AND SUCCESSION PLAN**

#### **PURPOSE:**

TVCS D, a small CSD in the Northwest Marin County village of Tomales, oversees a sewer plant and community park. We have a 5-member Board, 3 part time administrators, 2 advisory committees, and a long-term service contract for the operation and maintenance of the sewer system. We are seeking a Strategic Planning Consultant for a short-term service contract to assist us in developing a Strategic and Succession Plan to clarify new goals and objectives for the next 5 years.

#### **BACKGROUND:**

TVCS D is an independent special district formed in 1998 to manage the village's wastewater treatment plant formerly operated by the North Marin Water District. The sewer program is funded through sewer service fees, connection fees and some property taxes. The Tomales Community Park was founded as a 501(c)(3) organization funded through donations, park rentals, fundraisers, grants. It was merged into the District in 1998. With the passage of the County of Marin Measure A sales tax dedicated to parks and open spaces, the park program has been funded largely from that revenue source since 2013.

The wastewater treatment plant was acquired from North Marin Water District in an "as-is" condition with several problem areas due to lack of maintenance. The District was able to garner a Small Communities Grant from SWRCB and a low interest loan through the State Revolving Fund to fund major improvements. Loan repayments will be required for four (4) more years.

The District has a Solar System to provide the energy to operate the wastewater treatment system and irrigation field. To acquire the system, the District sold \$305,000 in zero interest Clean Renewable Energy Bonds in July 2009 that have seven (7) more years of payments. The system has enabled TVCS D to save considerably each year on energy costs.

During the 2017/2018 fiscal year, a sewer rate increase was implemented and in 2018/2019 a second planned sewer rate increase was implemented. These added revenues help pay our debt repayments and the District has increased efficiencies by reducing sewer system expenses.

The Tomales Community Park has embarked on significant improvements by re-building all play structures, adding a permanent bathroom, adding a large gazebo, and upgrading the park to be ADA compliant. We have several additional projects budgeted for the new fiscal year.

In addition to our 5-member Board and 2 advisory committees, we have a part time General Manager and a part time Financial Services professional who are both Contractors. We also have a part time employed Secretary. Over the past 5 years, we have performed a Rate Study and a Management Efficiency Audit. Outcomes from these studies enabled us to cut expenses dramatically, develop a 10 -year financial plan, a 10-year Capital Improvement Plan, add major policies to our Policy Manual, increase our financial reserves, and invest some of our assets at higher rates.



In 2011, we developed a 5-year Strategic Plan and greatly benefited from clarifying our vision, mission, a set of strategies and a series of 5-year action plans for immediate, mid-term and later goals. Now, we need a new strategic and succession plan. We are eager to identify our strengths, weaknesses, opportunities, and threats to better assess sustainable pathways forward for both our sewer system and our community park. We have reviewed strategic planning concepts and are asking what core competencies will we need over the next 5 years? What do we have to work with? Where do we want to be? How do we get there?

**PROPOSAL CONTENTS & REQUIREMENTS:**

Include a Cover Letter: Name of firm, address, all contact information, date proposal submitted. Summarize proposed team, approach, and structure of a strategic planning process in a 1-month timeframe.

Proposed Budget for scope of services and additional expenses for the project.

Qualifications: Describe background, experience, capabilities. List applicable training, certifications, insurance.

References: List 3 references and two similar projects.

**ELIGIBILITY:**

TVCS D prefers candidates who have experience working with small special districts or small government agencies. We intend to include our Board of Directors, Staff and Committee chairs. We may be interested in including input via interviews from our operators and from our local school district stakeholder.

**PREFERRED SCOPE OF SERVICES:**

- Conduct a pre-meeting with Search Committee to sign a services contract, clarify expectations, discuss location for sessions, set schedule. (Standard TVCS D service contract will be utilized with addendum).
- Review relevant agency documents, website, last 5-year Strategic Plan.
- Partner with TVCS D Secretary to insure session notifications.
- Organize and facilitate sessions. Encourage full participation to identify critical issues, strategies and tactics, desired outcomes.
- Lead the group through a process of succession planning for agency roles to address retention, recruitment strategies with special attention on maintaining agency leadership, continuity, and knowledge.
- Consider interviewing other stakeholders, such as CFO at Shoreline Unified School District and chief operator at NSU to gain insight on their assessment of challenges facing TVCS D.
- Present findings of preliminary direction of priority outcomes for a strategic and succession plan.
- Provide a Draft 5-year Plan by August 21, 2021.
- Provide a Final Report by September 1, 2021.

**PREFERRED SCHEDULE:**

RFPs are due on July 10, 2021.

Interviews to be held the week of July 12, 2021.

Contract awarded by July 16, 2021.  
Sign contract by July 19, 2021.  
Project to be completed by September 1, 2021.

**SEND PROPOSALS BY JULY 10, 2021 TO:**  
SEARCH COMMITTEE, TVCSD P.O. BOX 303 TOMALES, CA 94971

## ATTACHMENT B



July 13, 2021

Selection Committee  
Tomales Village Community Services District P.O. Box 303  
Tomales, CA 94971

Ladies and Gentlemen,  
It is with great pleasure that I respond to your RFP for Strategic and Succession Planning.

As a former resident of Tomales, I appreciate of the value of the TVCSD, its excellent community park and award-winning sewer system, as well as its commitment to sustainability in every aspect.

I had the privilege to facilitate the first strategic plan in 2011 and was a founding member of the TVCSD Financial Advisory Committee. The Financial Advisory Committee was a direct result of the 2011 Strategic Planning process, answering the community's need for additional oversight and guidance for the Board and the town's residents.

In addition, since 2012, I have been the strategic and financial leader of a start-up that manufactures small to mid-sized wastewater treatment systems for other California communities similar to Tomales. These past 10 years have been pivotal in the wastewater treatment industry, especially in Northern California, and I've been excited and awed to have a ring-side seat.

In 2014, I became a TVCSD Board member, serving as Vice President until 2017, and was able to see the inner workings of the organization, which gave me unparalleled insight and quite an education. Due to my recent relocation, I reluctantly resigned my Board seat in December 2020, but I will always hold a great deal of respect for the District's mission and am so very proud of all the successes I continue to witness.

Because of my industry knowledge, as well as my unique perspective and intimate knowledge of TVCSD's recent history and deep commitment to its future, I believe I can effectively facilitate your next strategic plan and help develop succession strategies that will ensure a healthy future.

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P.O. Box 2094  
Bethel Island, CA 94511 Cell: 415.827.5822 [deborahparrish@mac.com](mailto:deborahparrish@mac.com)

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To help you develop an updated strategic plan with an eye toward succession, the nature of services, estimated work required, and a suggested timing is proposed as follows:

- Planning (estimate 8-12 hours), week 1
  - Create work plan, session materials, and calendar/timing
  - Create agenda for a series of facilitated sessions
  - Identify and agree upon participants and identify stakeholders
  - Confirm meeting facilities and other resource requirements
  - *BB Resources: Deborah Parrish with input / approval from the Board of Directors*
- Facilitated Session (estimate 18-20 hours), weeks 2 & 3
  - Series of 3 working sessions
  - First 2 sessions will be approximately 4 hours each
  - Final session will be approximately 2 hours
  - 4 hours of post-meeting documentation
    - Conduct interviews with Shoreline Unified School District CFO, NSU Chief Operator, TVCSD staff members to illuminate challenges and opportunities from these important stakeholders
    - *BB Resources: Sessions to be led by Deborah Parrish*
- Final Draft (estimate 16-20 hours), during the 2 weeks following the final session
  - Create final draft of strategic plan and present to Board of Directors with revisions as needed.
  - *BB Resources: Deborah Parrish and Monica Dashwood, writers / editors*

**Estimated Total: 42-52 hours at a fixed fee of \$7,000. To address budgeting and cost control concerns, this includes all travel and any additional expenses.**

I appreciate your time and consideration. While I believe my background and experience with the TVCSD makes me an excellent choice, most of all, I'd love the chance to further explore an opportunity to be of service to the people of Tomales once again.

With deep respect,

Deborah Parrish, Owner Beyond Balance

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P.O. Box 2094  
Bethel Island, CA 94511 Cell: 415.827.5822 [deborahparrish@mac.com](mailto:deborahparrish@mac.com)

TOMALES  
VILLAGE



COMMUNITY  
SERVICES  
DISTRICT

# Request for Proposal

***General Management for Community  
Services District,  
a California Special District***

**Table of Contents**

1 Purpose..... 3

2 Background ..... 3

3 SELECTION CRITERIA..... 3

4 Scope of Work..... 4

    4.1 TYPICAL DUTIES ..... 5

    4.2 INSURANCE ..... 6

        4.2.1 Contractor’s Insurance..... 6

For more information, please refer to the TVCS D website: [www.tomalescsd.ca.gov](http://www.tomalescsd.ca.gov)

## 1 PURPOSE

The Tomales Village Community Services District (TVCS D), a California Special District, is requesting proposals from qualified and experienced firms or individuals who can provide efficient general management services to the TVCS D located in Northwest Marin County for three (3) to five (5) years. The position of General Manager is a part-time contract position, not an employee of TVCS D. The position will be filled through a competitive selection process.

Under policy direction, the General Manager serves as agent of the Board of Directors in planning, directing, managing, and overseeing the services, activities, and operations of TVCS D including Finance and Administrative Services, Operations and Maintenance and asset management; serves as chief executive officer of TVCS D ensuring that services and operations are delivered in an efficient and effective manner; implements policy decisions made by the Board of Directors; facilitates the development and implementation of TVCS D goals and objectives; and provides highly complex administrative support to the Board of Directors.

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 TVCS D hereinafter referred to as the "District" and the Contractor entity is hereinafter referred to as "Contractor."

## 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

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 TVCS D 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 TVCS D competitive bidding process (posted on TVCS D website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm or individual 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 TVCS D 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 TVCS D 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 TVCS D Board packet, annual budget supporting documents (as necessary), and provide general management input and analysis into the annual report.

## **4.1 TYPICAL DUTIES**

Services to be provided for this Agreement are in 4 primary areas and include:

1. Routine services to conduct the required general management functions. These services include:

- 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.
- Oversee submittal of regulatory monitoring reports to local and state agencies as required.
- Coordinate with District Administrative Support Section and with Finance Section staff.

2. Provide Administrative support, including:

- Gather backup information for ongoing Board discussions of the annual budget process.
- Oversee all aspects of District Board meetings, including regular and special meetings, agenda setting, and meeting attendance.
- Adhere to Tomales Village CSD Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows Tomales Village CSD CIP protocols.
- Assist with documentation of policies; maintain historical and reference documents.
- Oversee administrative staff, ensure performance standards are being met, provide annual review of staff performance, and hire and terminate staff as necessary.

3. Sewer System Administration, including:

- Oversee contract with sewer operations and maintenance contractor, insure performance standards are being met; oversee annual review of performance contract.
- Oversee development of District maintenance 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 (subject to monthly hourly budget limitations).
- Coordinate Sewer Plant Tours.
- Develop, with board input, a five-year plan to address current district issues, including the aging collection system, illegal hookups, high electrical costs, review and implementation of strategic plans and management studies.

4. Community Park Administration, including:

- As directed by the Board, coordinate bid proposals and contracts for regular construction work to be performed.
- Oversee contract Park Project Manager contractor and Park improvements.
- Oversee administration of Measure A funds.
- Review and provide feedback to Board on recommendations by Park Advisory Committee
- Coordinate with District Administrative Support Section and with Finance Section staff.

In addition, Consultant shall perform such other services as requested by the District. If Consultant is requested to provide services that are beyond the normal scope of work, those services will be compensated at the Consultant's hourly rate on a time and materials basis.

## 4.2 INSURANCE

### 4.2.1 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:

**Dru O'Neill, 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 TVCS D personnel, other than the Board President of TVCS D, 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.