

**SANITARY DISTRICT NO. 5 OF MARIN COUNTY  
2001 Paradise Drive  
Tiburon, California 94920**

**AGENDA  
Personnel Program Committee Special Meeting  
Tuesday, February 9, 2021, 11:00 a.m.**

**CORONA VIRUS (COVID-19) ADVISORY NOTICE**

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Meeting will not be physically open to the public and all Board Members and Staff will be teleconferencing into the meeting.

**How to Submit Public Comments:**

Comments submitted prior to the commencement of the meeting will be presented to the Board and included in the public record for the meeting.

**Public Comments are to be submitted via email to [rdohrmann@sani5.org](mailto:rdohrmann@sani5.org).**

In addition, members of the public who are calling in, will have the opportunity to provide public comments by following the steps below:

**How to Participate in the Meeting:**

**Join Zoom Meeting by clicking on the following link:**

**<https://us02web.zoom.us/j/6230620778>**

**Meeting ID: 623 062 0778**

**or join by phone:**

**Call in number: (669) 900-9128    Participant Code: 623 062 0778**

- I.     Roll Call**
  
- II.    Public Comments**
  
- III.   New Business**
  - 1. Review and discuss 2010 Employee Early Exit Incentive Program**
  - 2. Review and discuss SD5 organization charts and salary step schedules (FY2010/11 – FY20/21)**
  - 3. Review and discuss recruitment for Maintenance/Collection System Tech – Discussion only**
  
- IV.   Adjournment**

*This Committee may be attended by Board Members who do not serve on this committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.*

**Accessible public meetings:** Any member of the public who needs accommodations should email the Office Manager, at [rdohrmann@sani5.org](mailto:rdohrmann@sani5.org), who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.

T:\Board\Committees\Personnel Committee\Agendas\2021 02 09 Personnel Agenda RD TR CB.doc

**VOLUNTARY EARLY EXIT/ RESIGNATION WAIVER AND RELEASE  
AGREEMENT**

This Voluntary Early Exit/ Resignation Waiver and Release (“Agreement”) is entered into between \_\_\_\_\_ (“Employee”) and the Marin Sanitary District No. 5 (“District”) with respect to the following facts:

WHEREAS, a variety of factors have created the need for the District to reduce staff including, but not limited to: a lack of funds; the lack of work; the interests of economy and efficiency; reorganization for financial reasons; and a loss of revenue;

WHEREAS, the Board of Directors met on \_\_\_\_\_, 2010, and approved a voluntary early exit/ resignation incentive in order to minimize or avoid the need for layoffs;

WHEREAS, all full time District employees received a memorandum from the General Manager, dated \_\_\_\_\_, which notified them of the Board of Director’s action to offer all employees who are employed in the following classifications:

\_\_\_\_\_ : a lump sum payment of \$25,000 in exchange for resignation by no later than \_\_\_\_\_, 2010.

WHEREAS, Employee voluntarily desires to resign in order to receive that incentive and the parties wish to resolve any and all bona fide disputes between them;

WHEREAS, Employee desires to release and waive, in exchange for the considerations referenced in this Agreement, any and all claims, demands, complaints, actions, charges of discrimination, litigation and causes of action, requests for information, or grievances, whether now known or unknown that arise from Employee’s employment or separation from employment (“the claims”) against the District or any of the members of its Board of Directors, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches or attorneys (“the Releasees”).

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. All of the recitals listed above are material provisions of this Agreement.

2. Employee releases the District and all of the Releasees from the claims that are based on facts that occurred up to the date s/he executes this Agreement. Employee agrees not to file or pursue, and agrees to withdraw or dismiss, with prejudice, any of the claims that s/he has filed against the District, or any of the Releasees that are based upon facts that occurred up to the date s/he executes this Agreement. This Agreement extends to any such of the claims, filed in any state or federal court, with any administrative body, agency, board, commission, or entity whatsoever.

3. The District agrees to pay Employee \$25,000 to be paid to Employee in a lump sum by the District within fifteen (15) working days after Employee signs this waiver and release agreement provided that Employee resigns by \_\_\_\_\_, 2010, in exchange for this release of all claims described herein and as compensation for any and all injuries or damages or attorneys' fees or litigation costs that have arisen in any way from either his/her employment relationship with the District or the termination of that employment relationship.

4. Employee freely and voluntarily agrees to resign from his/her employment effective no sooner than the end of the time period described in paragraph 10 of this Agreement, and no later than \_\_\_\_\_, 2010. Employee represents that s/he has had adequate time to consider, freely and voluntarily, whether to resign from his/her employment with the District. Employee freely and voluntarily agrees that his/her signature on this document constitutes his/her commitment to resign. The District accepts the Employee's resignation. Employee agrees to provide written notice of the specific effective date of his/ her resignation to the General Manager within 10 calendar days of his/her signature on this document.

5. Employee, his/her agents, assignees and successors hereby fully, irrevocably and unconditionally release and discharge the Releasees from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claim for attorney's fees or costs, and all other claims and rights of action of all kinds and descriptions, which they have or may have, whether known or unknown, suspected or unsuspected, which were raised or might have been raised, or arises out of, or is connected with Employee's employment and separation from employment.

6. Employee acknowledges that s/he enters into this Agreement voluntarily, and also expressly acknowledges that s/he has been informed of and is familiar with California Civil Code § 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the releases, which if known by him or her must have materially affected his settlement with the debtor.

Employee expressly waives the provisions of California Civil Code § 1542, and further waives any rights s/he might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Employee intends to fully, finally, and forever settle all claims, and hereby agrees to accept and assume the risk that any fact with respect to any matter in this Agreement may hereafter be found to be other than or different from the facts she believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

7. Employee hereby represents and warrants to the District that s/he has had adequate information concerning the relevant facts to make an informed decision and has, independently, and without reliance on the District, and based upon such information that s/he has deemed appropriate, made his/her own analysis and decisions to enter into this Agreement.

8. Employee understands and expressly agrees that this Agreement shall bind and benefit his/her spouse, domestic partner, children, heirs, agents, attorneys, representatives, and assigns, if any.

9. Each party bears its own costs and attorneys' fees.

10. Waiver of rights or claims pursuant to Title 29 of the Code of the Laws of the United States of American and Chapter 14, entitled "Age Discrimination in Employment." Employee specifically acknowledges that pursuant to Title 29 of the U.S. Code §§ 621 *et seq* entitled "Age Discrimination in Employment," 1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's aged; 2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any

individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's age; or 3) to reduce the wage rate of any employee in order to comply with said Chapter. Employee hereby acknowledges and agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Employee has or may claim to have under the Age Discrimination in Employment Act (ADEA) for acts or omissions up to the date s/he executes this Agreement. Employee acknowledges that:

- a. the consideration provided through this Agreement is the sole consideration s/he will receive from the District and Releasees;
- b. s/he has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement;
- c. s/he has been provided a full and ample opportunity to study this Agreement, including a period of up to 45 days within which to consider whether to sign this Agreement;
- d. to the extent that Employee takes less than 45 days to consider this Agreement prior to signing it, Employee acknowledges that s/he had sufficient time to consider this Agreement with legal counsel and that s/he expressly, voluntarily, and knowingly waives any additional time; and
- e. s/he is aware of his/her right to revoke this Agreement at any time within the seven-day period following the date s/he signs the Agreement, and that the Agreement shall not become effective or enforceable until the seven-day revocation period expires. Employee must give written notice of revocation, which must be received by the District through the General Manager, no later than the close of business on the seventh day after Employee signs this Agreement.

11. This Agreement and Exhibit A hereto constitute a contract expressing the entire Agreement of the parties hereto. This Agreement shall supersede, and render null and void any and all prior agreements between the parties hereto, concerning the subject matter thereof.

12. Employee represents that s/he has thoroughly discussed the terms of this Agreement with representative(s) of his/her own choosing, that s/he has carefully read and fully understands all of the provisions of this Agreement, and that s/he is voluntarily

entering into this Agreement without coercion. Employee understands that the waiver s/he has made and the terms s/he has agreed to herein are knowing, conscious, and with the full appreciation that s/he is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed herein has been made to Employee in connection with this Agreement.

13. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California.

14. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement.

15. This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party passed upon attribution of drafting to any party.

16. This Agreement shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

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

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

By: \_\_\_\_\_  
Robert Lynch  
General Manager

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

## **APPENDIX A**

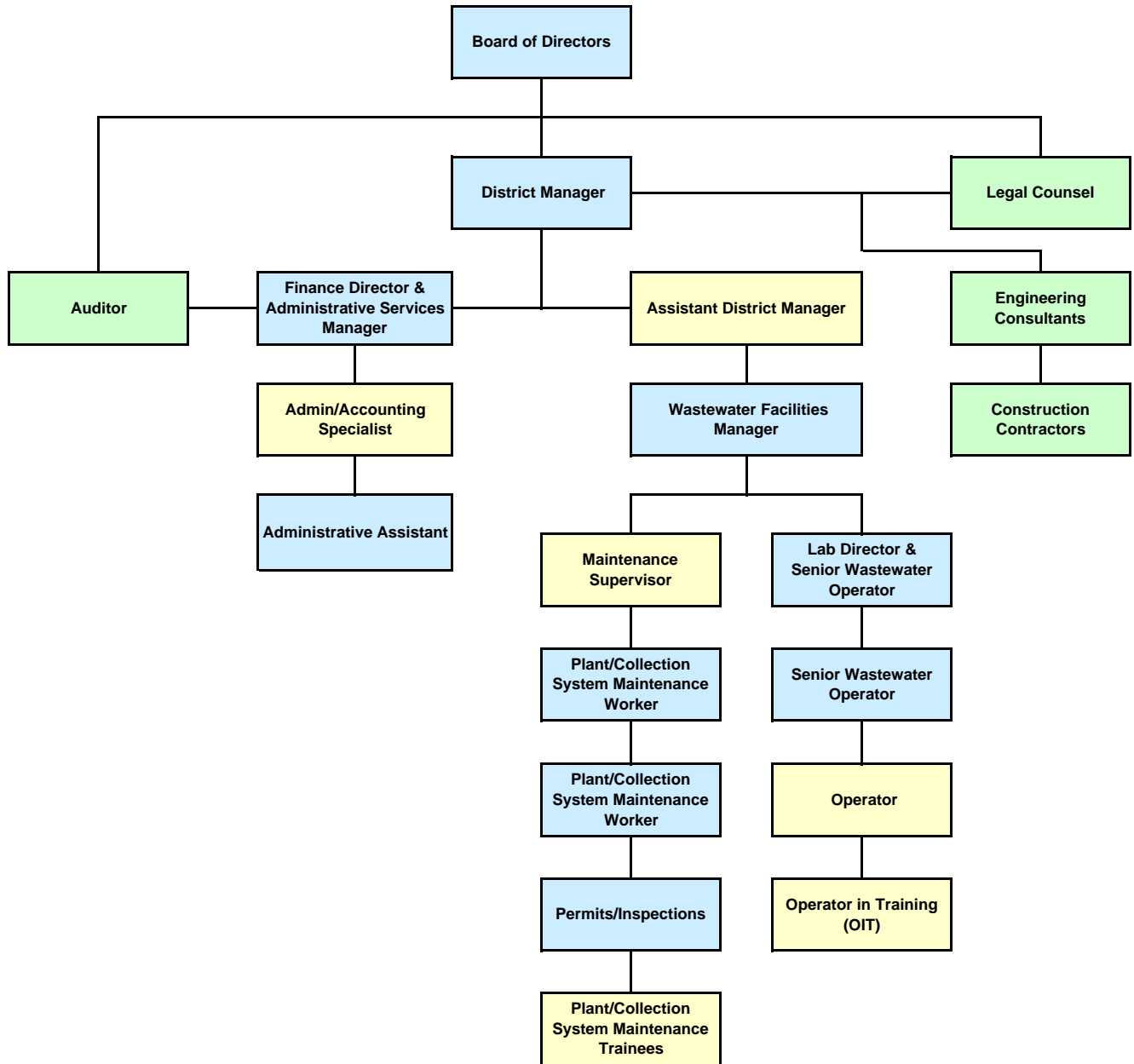
The following describes the group of individuals eligible for the exit incentive described in the Attached VOLUNTARY EARLY EXIT/ RESIGNATION, WAIVER, AND RELEASE AGREEMENT:

All persons who work for the District and who are employed in the following classifications:

- a. Operations
- b. Maintenance
- c. \_\_\_\_\_

All persons who are eligible for the exit incentive program have the option of accepting the exit incentive no later than 45 days after receiving this Agreement. In order to accept this Agreement, the person must sign it and deliver it to the General Manager at the Marin Sanitary District No. 5 no later than 45 days after receiving this Agreement. If an eligible person signs this Agreement, he/she has 7 days to revoke it. In order to revoke the Agreement, the person must deliver written notice to the General Manager no later than 7 days after signing this Agreement.

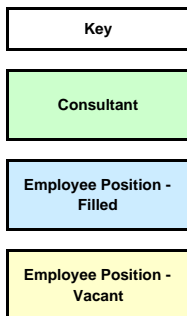
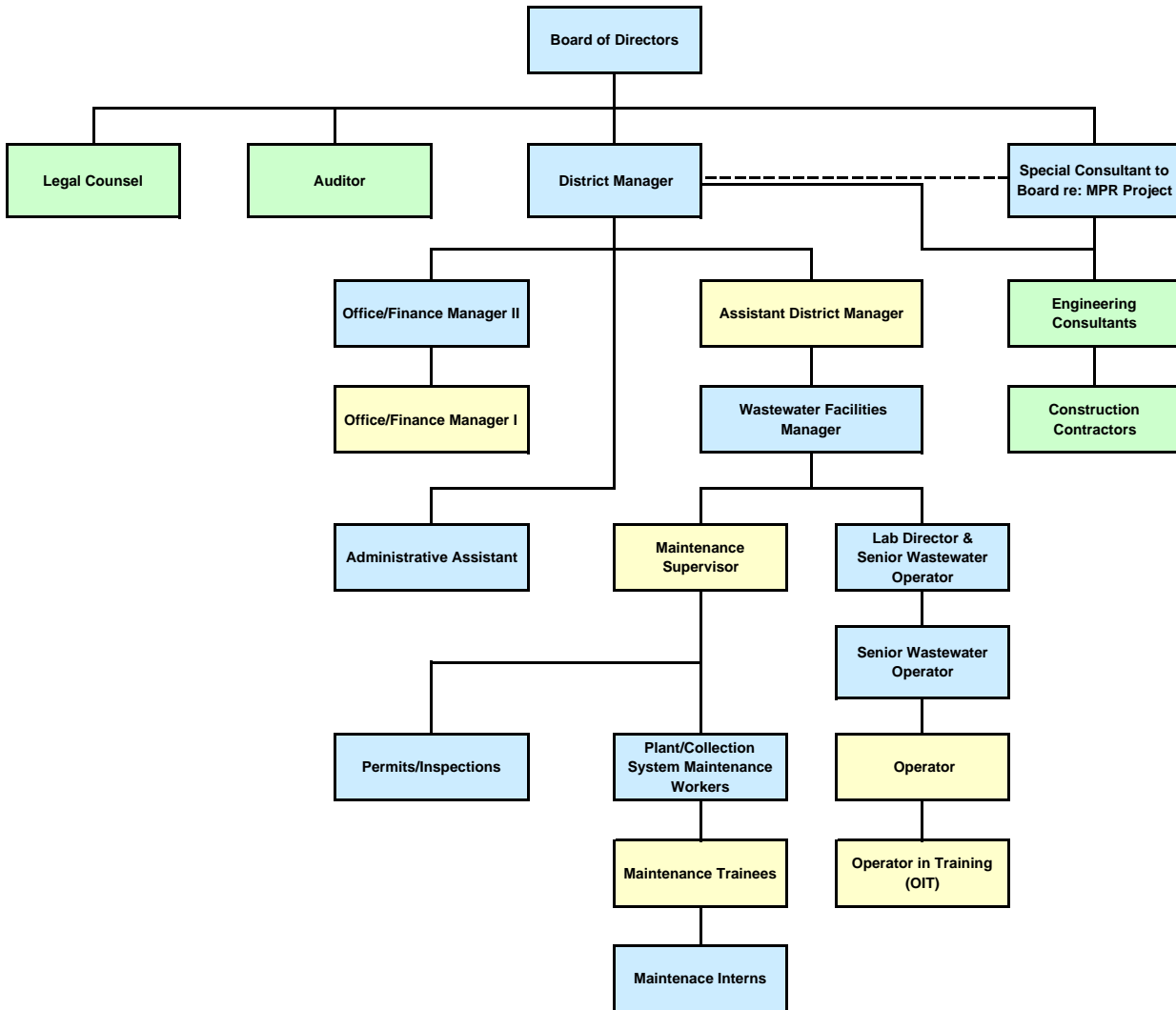
**Sanitary District No. 5 of Marin County  
Organizational Chart  
FY2010-2011**







**Sanitary District No. 5 of Marin County  
Organizational Chart  
FY2011/2012**

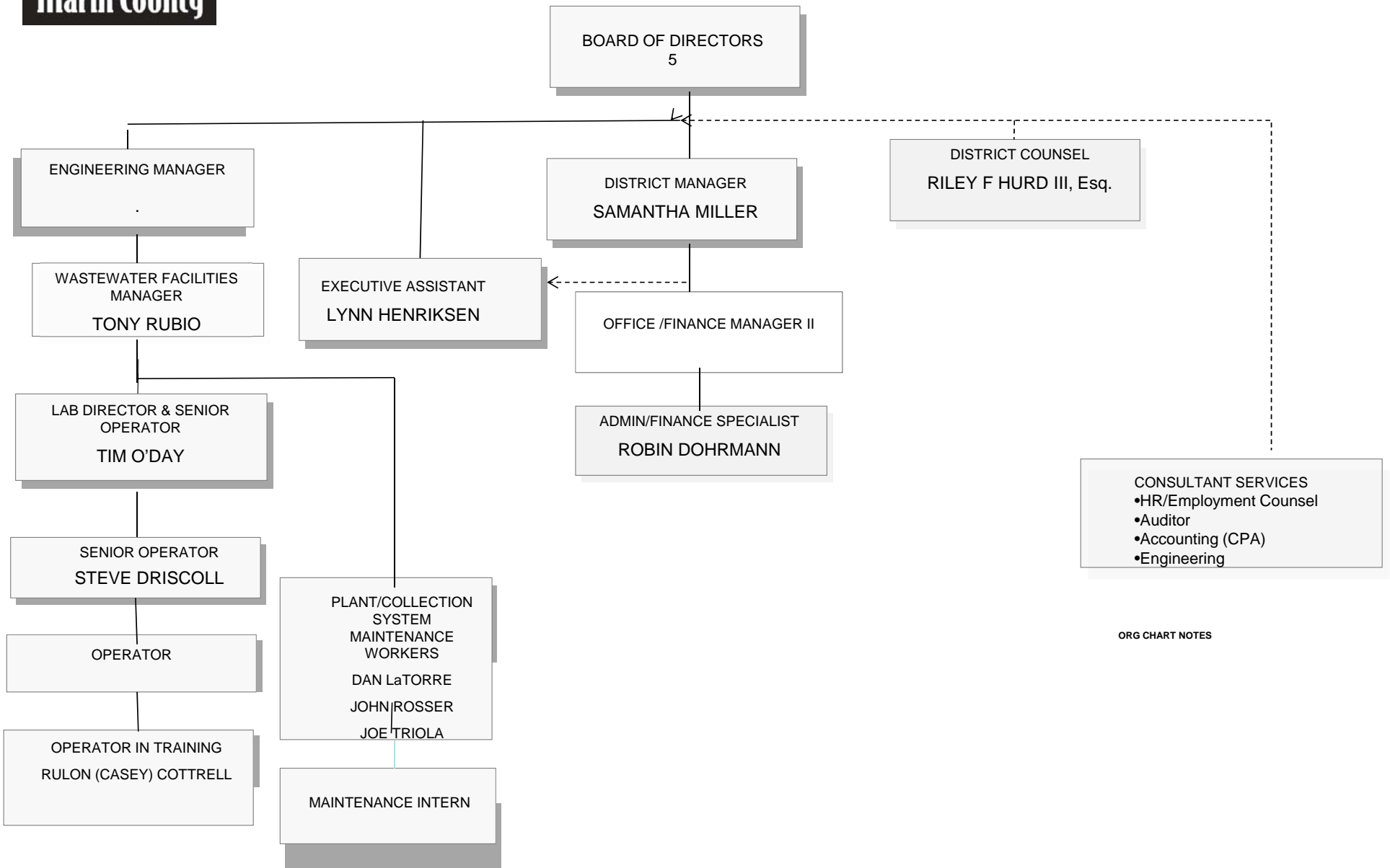






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

## ORGANIZATION CHART FY2012-2013

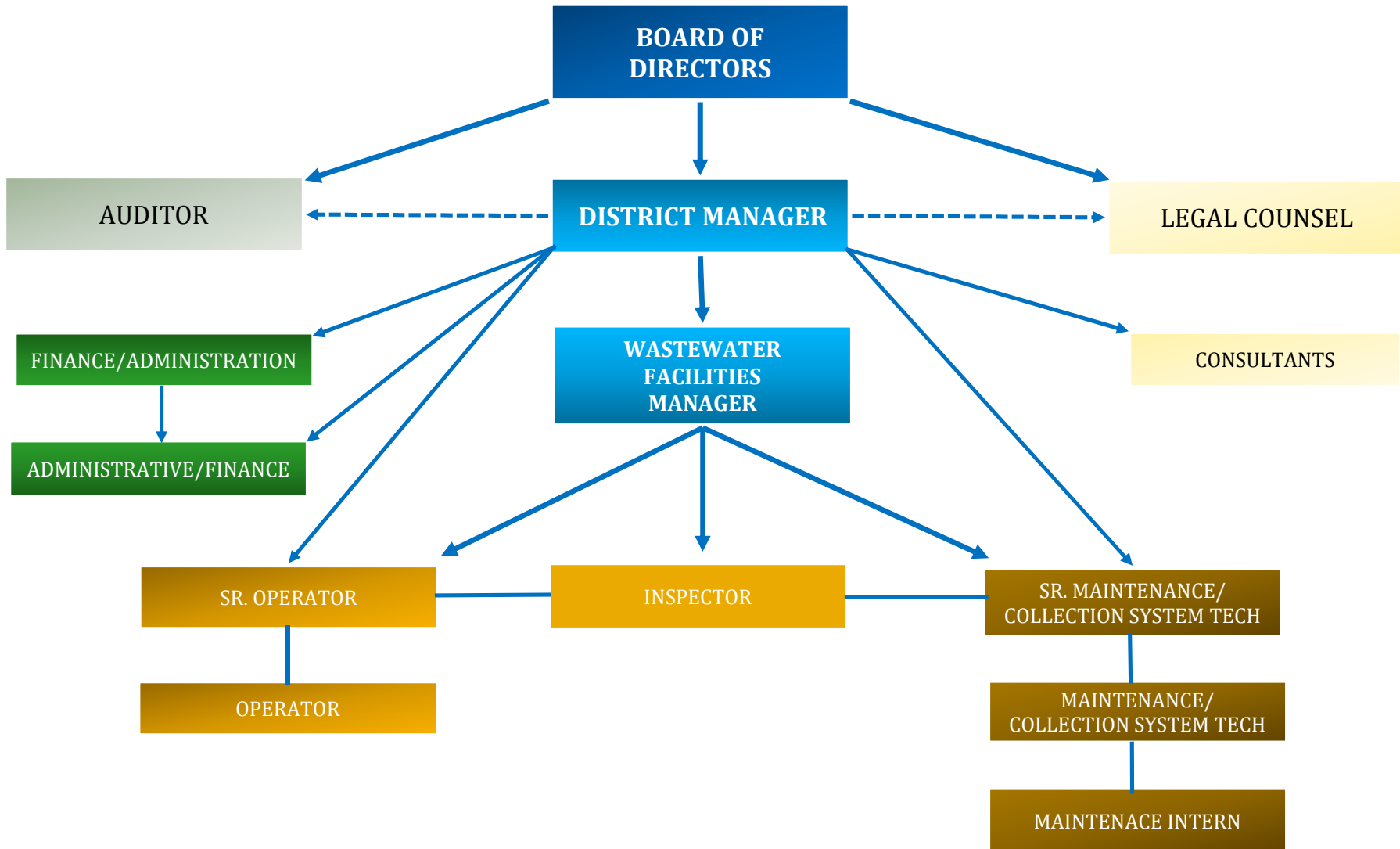






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

PROPOSED ORGANIZATION CHART FOR FY2013-2014

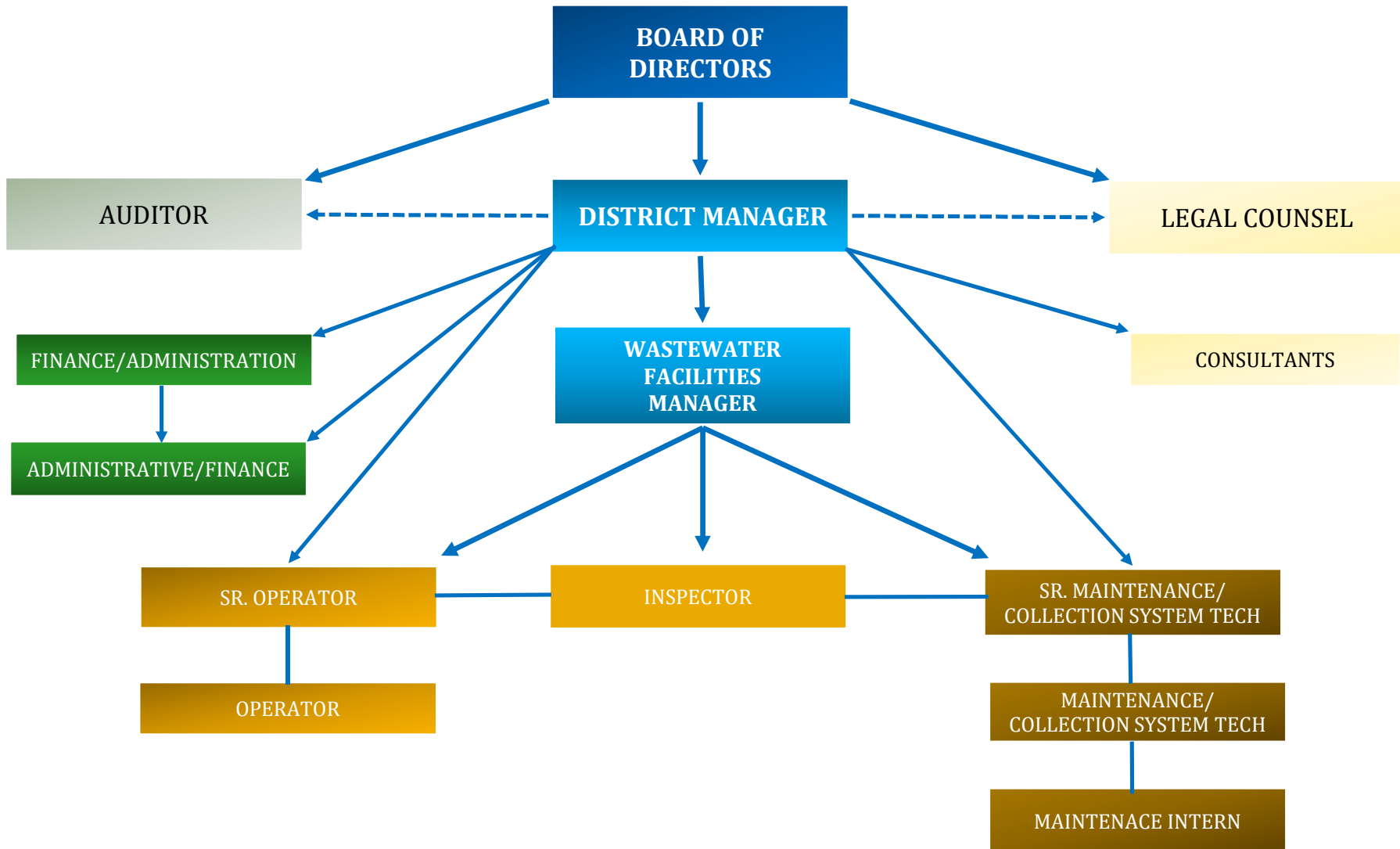






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

PROPOSED ORGANIZATION CHART FOR FY2014-2015



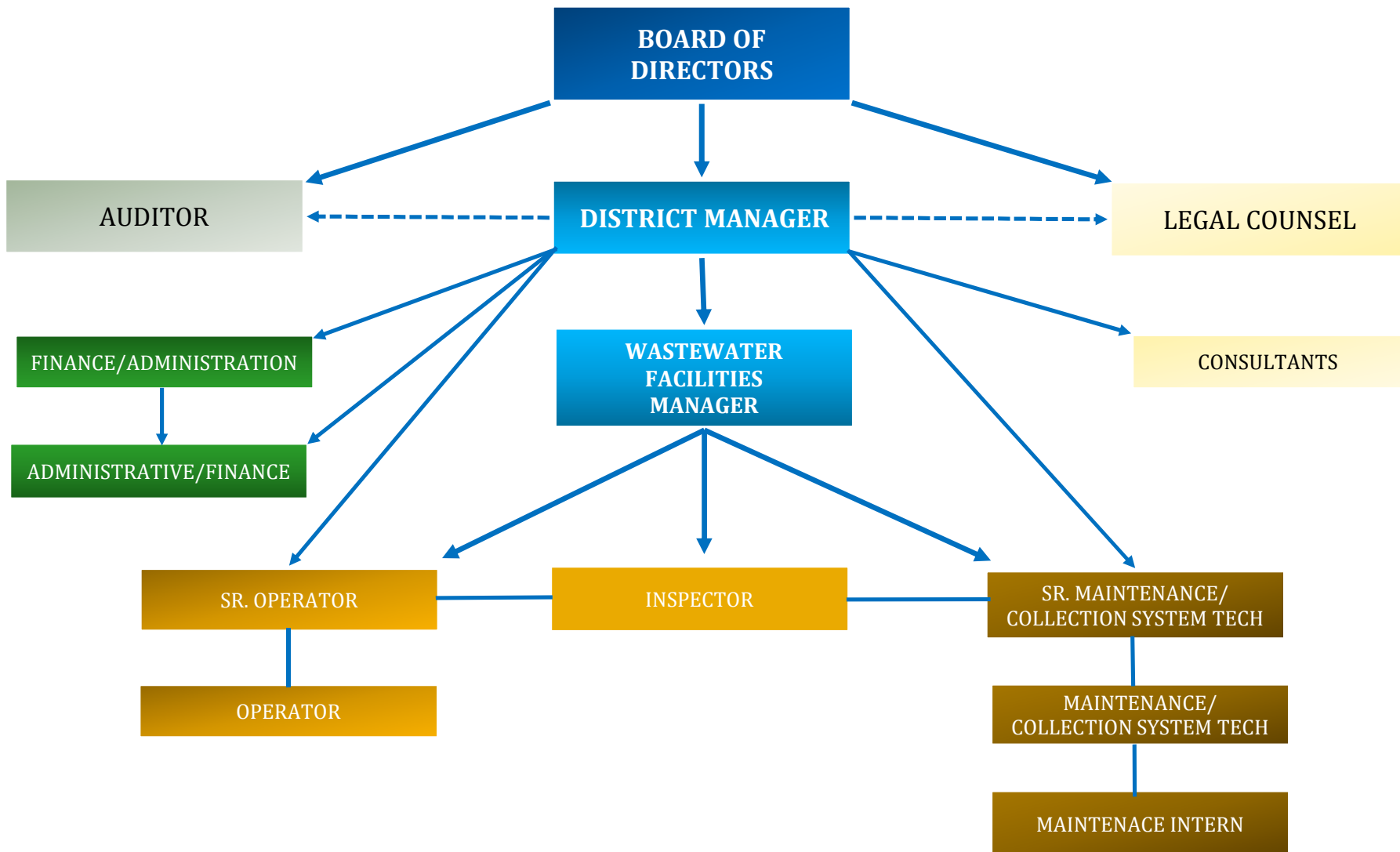






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

PROPOSED ORGANIZATION CHART FOR FY2015-2016

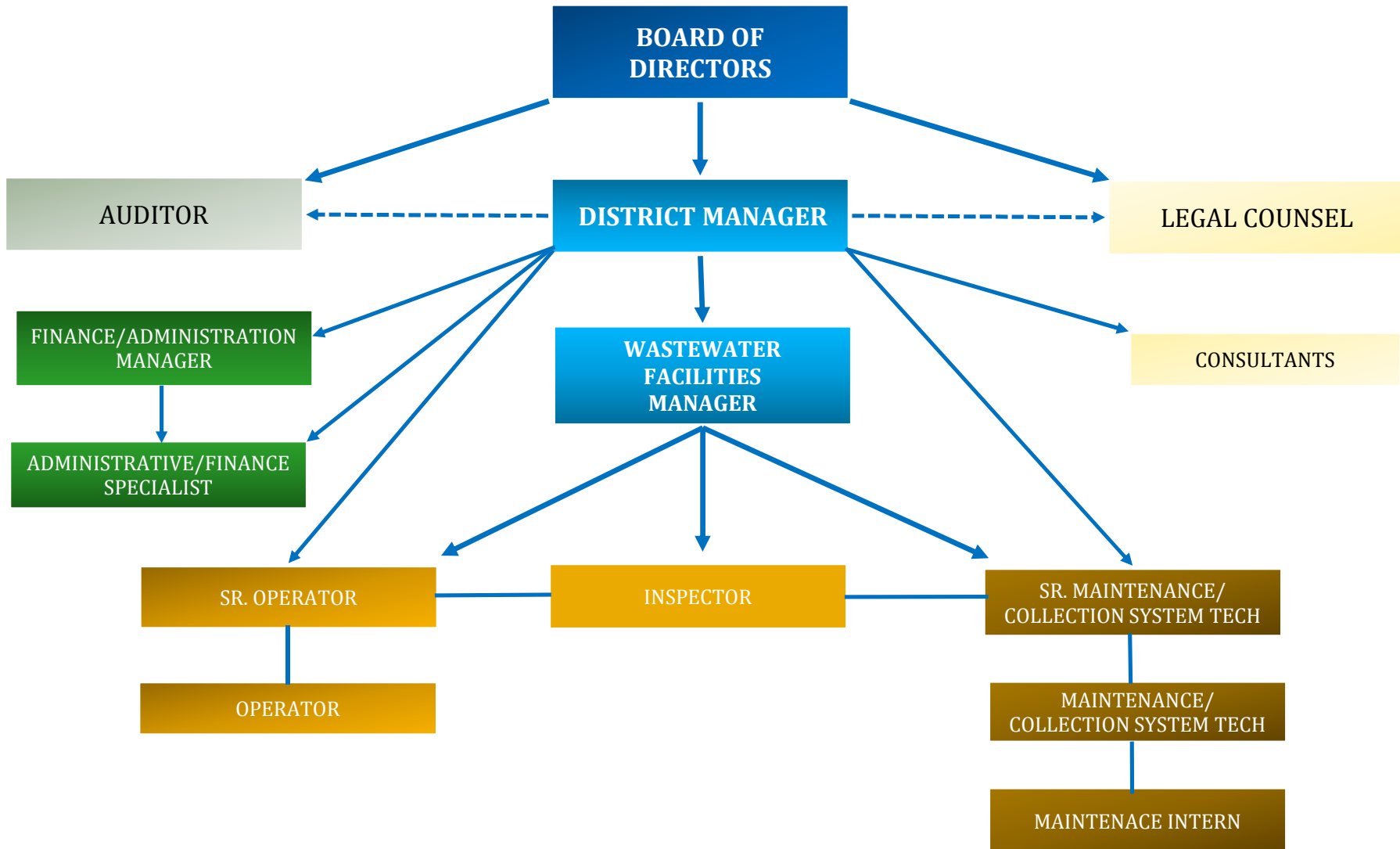






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

ORGANIZATION CHART FOR FY2016-2017

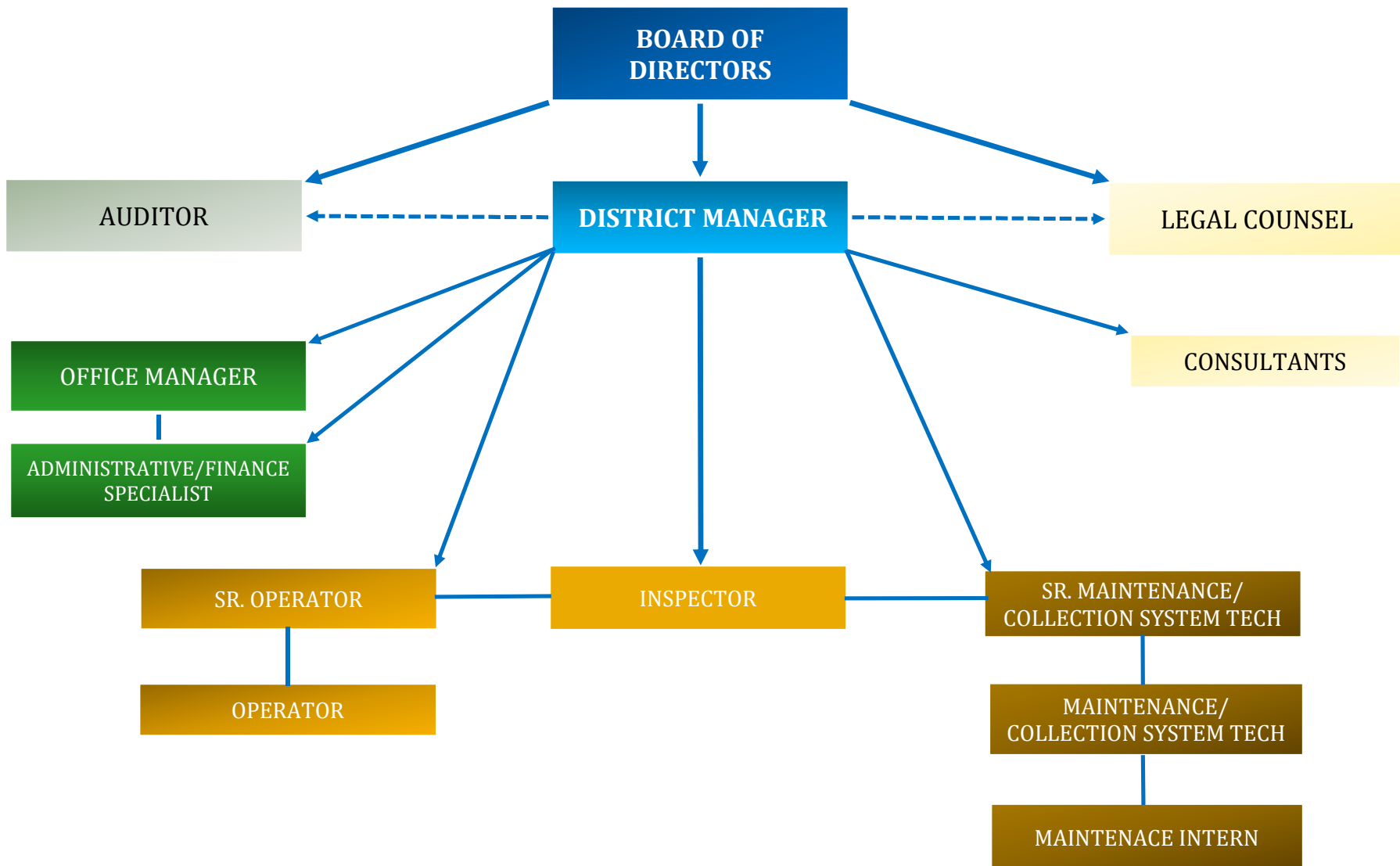






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

ORGANIZATION CHART FOR FY2017-2018

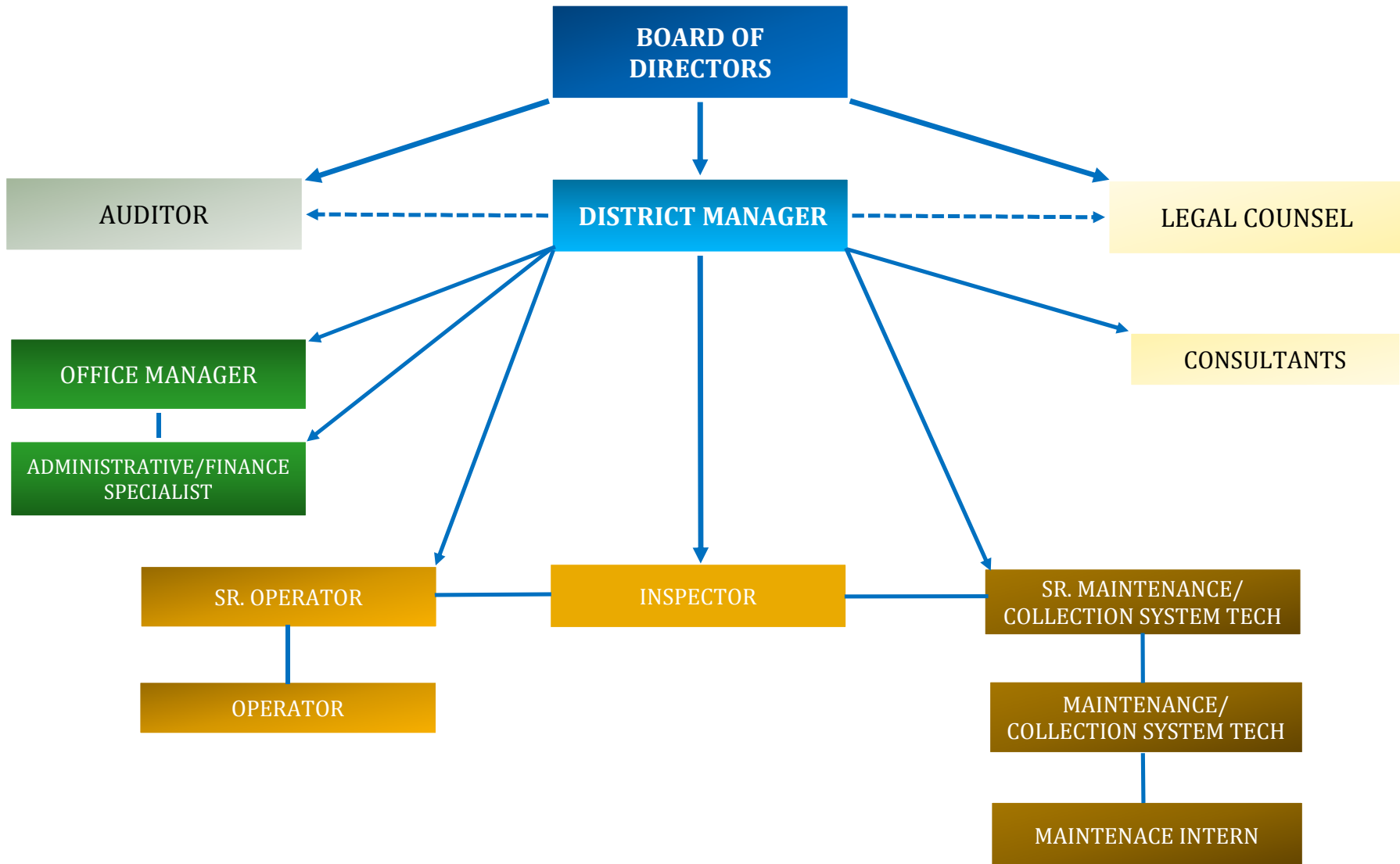






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

ORGANIZATION CHART FOR FY2018-2019



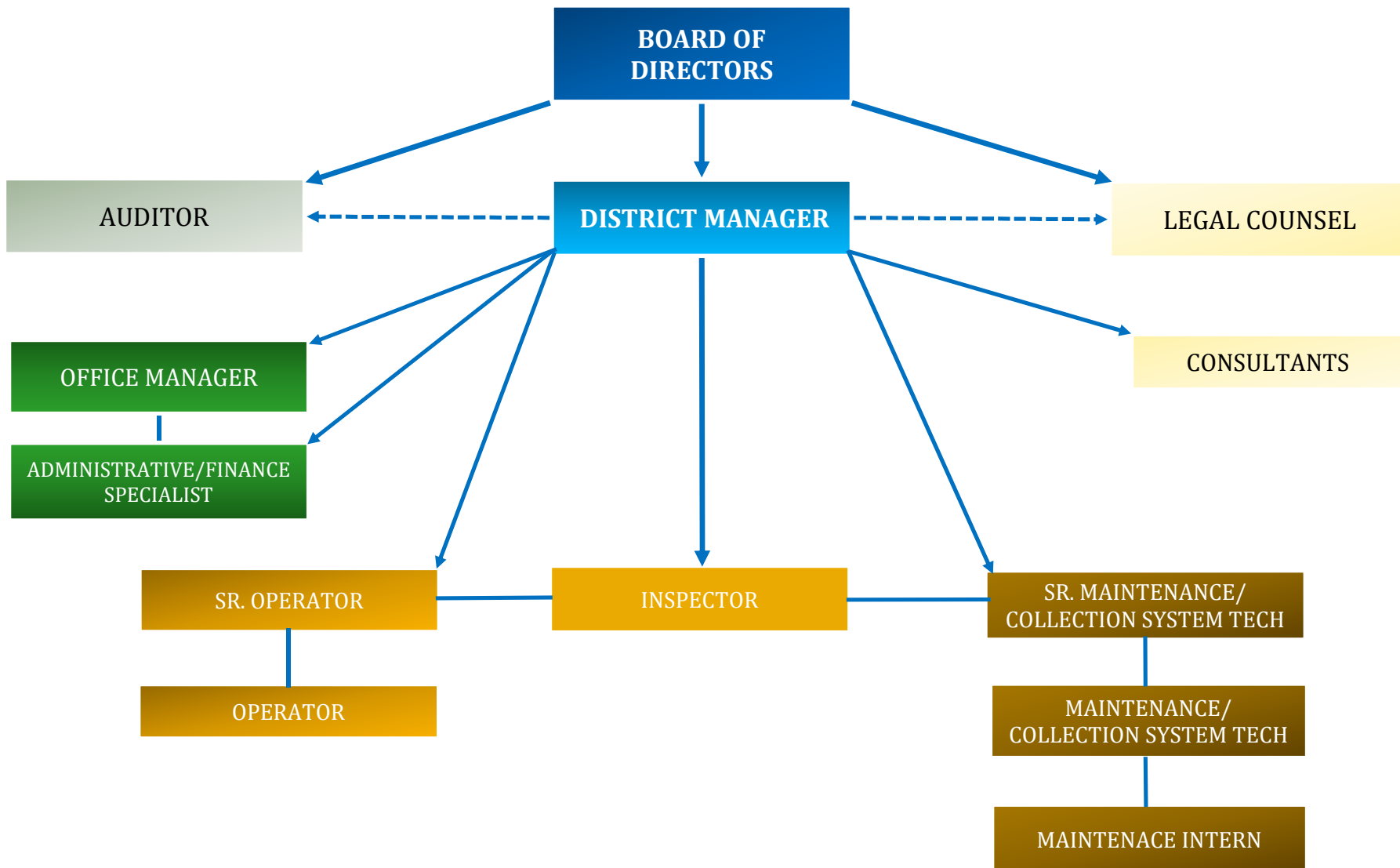






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

ORGANIZATION CHART FOR FY2019-2020

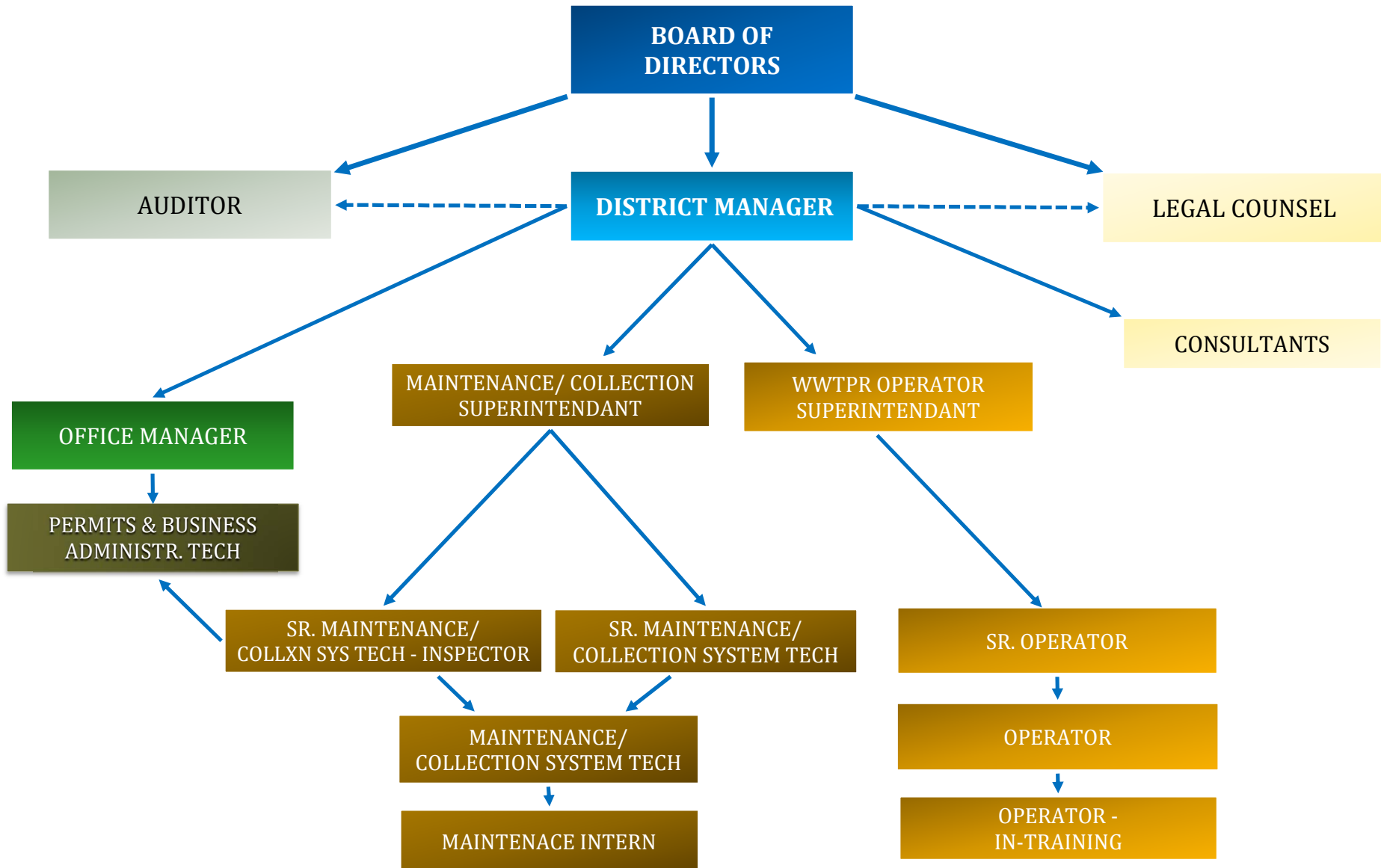






# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

ORGANIZATION CHART FOR FY2020-2021







# SANITARY DISTRICT NO. 5 OF MARIN COUNTY

## ORGANIZATION CHART FOR FY2020-2021

