



CENTRAL MARIN SANITATION AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

December 2019

THIS PAGE INTENTIONALLY LEFT BLANK

CONTENTS

RECITALS	1
SECTION 1. DEFINITION OF TERMS.....	2
SECTION 2. FORMATION OF CENTRAL MARIN SANITATION AGENCY	3
SECTION 3. PURPOSE	3
SECTION 4. TERM AND EFFECT	3
SECTION 5. POWERS	3
SECTION 6. GOVERNING BODY OF THE AGENCY	5
SECTION 7. COMMISSION MEMBERSHIP AND OFFICERS	5
SECTION 8. COMMISSION VOTING	6
SECTION 9. DUTIES OF THE COMMISSION.....	6
SECTION 10. MEETINGS OF THE COMMISSION	6
SECTION 11. FINANCIAL RECORDS AND REPORTS.....	6
SECTION 12. BONDING PERSONS HAVING ACCESS TO PROPERTY	6
SECTION 13. BONDS AND OTHER BORROWING	7
SECTION 14. OPERATING FUND	8
SECTION 15. OWNERSHIP OF PROPERTIES	9
SECTION 16. FUNCTIONAL RESPONSIBILITIES	9
SECTION 17. INDEMNIFICATION AND INSURANCE.....	10
SECTION 18. AMENDMENTS.....	11
SECTION 19. SETTLEMENT OF DISPUTES	11
SECTION 20. WITHDRAWAL.....	12
SECTION 21. MISCELLANEOUS.....	13
SECTION 22. PARTIAL INVALIDITY.....	13
SECTION 23. SUCCESSORS.....	13
SECTION 24. PERSONNEL.....	13
EXHIBIT A - Wastewater Conveyance Asset Ownership, Operation, and Maintenance	
EXHIBIT B - CMSA and Member Insurance Requirements	

THIS PAGE INTENTIONALLY LEFT BLANK

CENTRAL MARIN SANITATION AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

Effective January 31, 2020, the Joint Exercise of Powers Agreement (JPA) by and between ROSS VALLEY SANITARY DISTRICT, SAN RAFAEL SANITATION DISTRICT, and SANITARY DISTRICT NO.2 of MARIN COUNTY – as originally entered into on October 15, 1979, and thereafter amended from time-to-time, is amended in full to read as follows:

RECITALS

Whereas, on October 15, 1979, the San Rafael Sanitation District (SRSD), Sanitary District #1 of Marin County (SD1), Sanitary District #2 of Marin County (SD2), and the City of Larkspur entered into a joint powers agreement (JPA) to jointly exercise their powers and form the Central Marin Sanitation Agency (CMSA) to plan, administer, and coordinate wastewater treatment and disposal services throughout their combined service area; and

Whereas, CMSA is a regional wastewater treatment agency that began operation in 1985 and provides wastewater and biosolids treatment, resource recovery, and other environmental services to the residents and businesses in Larkspur, Corte Madera, Ross, Fairfax, San Anselmo, a portion of San Rafael, and unincorporated areas in central Marin County, including San Quentin State Prison; and

Whereas, the JPA was amended six times between 1979 and 2006, and the original JPA and its six amendments are on file in CMSA's and each Member's administrative offices; and

Whereas, SD1 annexed the City of Larkspur's wastewater service area and assets in 1993, transferring ownership of and operations and maintenance responsibility for Larkspur's wastewater assets, including those referenced in the JPA, to SD1; and provisions in that annexation agreement (as amended in 1995) state that the City of Larkspur will retain a seat on the CMSA Board of Commissioners; and

Whereas, the JPA identifies sole and joint use wastewater conveyance facilities in the CMSA service area with their JPA member ownership and maintenance responsibilities, and these responsibilities were further clarified in two Memoranda of Understanding between CMSA and the Members, dated 9/11/12 and 3/15/16, both of which remain in effect and are incorporated into this JPA; and

Whereas, in February 2018, SD1's Board of Directors adopted a resolution changing the district's name to the Ross Valley Sanitary District (RVSD); and

Whereas, the Members have separately contracted with CMSA for other wastewater related services, such as source control and/or operation of collection system assets, and CMSA has contracted with the County of Marin, California Department of Corrections, and several local public agencies for provision of wastewater services; and

Whereas, CMSA and the Members have developed several programs to share information, services, and resources to increase operational efficiencies, and will continue to explore and consider such future activities; and

Whereas, the Members recognize the benefits to their respective service area customers of a standard Equivalent Dwelling Unit definition, and agree to work collaboratively to develop one; and

Whereas, in May 2018, the Members amended the JPA in full, effective June 6, 2018, to reflect the then-current state of wastewater service delivery in central Marin County; and

Whereas, the Members intended the June 6, 2018 amendment to constitute the seventh amendment to the original JPA and to retain CMSA with no interruption in its existence or service since its establishment in 1979; and

Whereas, the Larkspur City Council, at its December 12, 2018, meeting decided to request that the City of Larkspur withdraw from the JPA pursuant to Section 20 of the JPA; and

Whereas, the Members granted the City of Larkspur's request to withdraw from the JPA, effective the date of the executed Withdrawal Agreement.

Whereas, the Members intend the current amendment to constitute the eighth amendment of the JPA; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITION OF TERMS

Wherever the following terms are used in this JPA they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. "CMSA" means the Central Marin Sanitation Agency.

- B. "COMMISSION" means the Central Marin Sanitation Agency Commission, the governing board of CMSA.
- C. "CAPACITY CHARGE" means a one-time charge to a property owner when connecting to the sanitary sewer system for the first time or for construction of additional improvements which will add to the quantity and/or strength of wastewater flow.
- D. "EQUIVALENT DWELLING UNIT (EDU)" means one unit of wastewater utility service demand. An EDU represents the average wastewater flow and strength generated by a single-family residence or equivalent.
- E. "MEMBER" means any party to this JPA.
- F. "OPERATION AND MAINTENANCE" means the regular performance of work required to assure continuous functioning of the wastewater system, and corrective measures taken to repair facilities to keep them in operating condition.
- G. "REGIONAL CHARGE" means a charge by CMSA to the Members based on wastewater flow and strength.
- H. "RVSD" means the Ross Valley Sanitary District, a special district, a party to this JPA. RVSD was formerly known as SD1, Sanitary District #1 of Marin County.
- I. "SD2" means SANITARY DISTRICT NO. 2 of MARIN COUNTY, a special district, a party to this JPA.
- J. "SRSD" means SAN RAFAEL SANITATION DISTRICT, a special district, a party to this JPA.
- K. "SEWER SERVICE CHARGE" means a charge to a property owner or occupant of designated premises for the use of the sanitary sewer system.

SECTION 2. FORMATION OF THE CENTRAL MARIN SANITATION AGENCY

There is hereby created a public agency to be known as "the Central Marin Sanitation Agency" pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. CMSA is a public agency separate from the Members.

SECTION 3. PURPOSE

The purpose of CMSA is to plan, acquire, construct, maintain and operate facilities, for the collection, treatment, reclamation, and disposal of wastewater, and to capture and utilize the renewable resources derived from the wastewater treatment process, including but not limited to biogas, recycled water, and biosolids.

SECTION 4. TERM AND EFFECT

This JPA shall become effective when the Members have executed this JPA, and shall continue in force and effect until terminated by an Agreement pursuant to Section 20. However this JPA may be amended by the Members pursuant to Section 18.

SECTION 5. POWERS

- A. CMSA shall have the power and authorization to plan, acquire, construct, maintain and operate facilities for the treatment, reclamation, and disposal of wastewaters for the benefit of the lands and inhabitants within its boundaries. CMSA will assume for the benefit of the Members responsibility for all functions pertaining to wastewater treatment, reclamation, and disposal.
- B. The Commission may authorize CMSA to contract to provide other services.
- C. CMSA is not authorized to provide wastewater collection or treatment services in a Member's service area unless and until such services have been approved by both the Commission and the governing Board of the Member responsible for the service area in which the wastewater collection or treatment services will be provided.
- D. Currently, CMSA is authorized to provide wastewater services to SD2, the San Quentin Village Sewer Maintenance District, and the San Quentin State Prison; lead and participate in a cooperative multi-agency public education program; provide pollution prevention and source control services to several Marin County agencies; and monitor and enforce illegal stormwater discharges for the Cities of San Rafael and San Anselmo.
- E. CMSA may receive organic materials for anaerobic digestion, beneficially reuse its biosolids, produce and distribute recycled water, utilize biogas to produce energy and/or transportation fuel for internal use and external sale, and capture other renewable resources for use or sale.
- F. CMSA is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter contracts; apply for and accept grants, advances and contributions; to employ agents and employees; to acquire, construct, manage, maintain and operate any CMSA buildings, facilities, or improvements; to acquire, hold, or dispose of property; to sue and be sued in its own name; to incur debts, liabilities, or obligations; to issue bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the projects of CMSA; and to exercise jointly the common powers of the parties hereto set forth above. No such debts, liability, or obligation of CMSA shall constitute a debt, liability, or obligation of any Member. CMSA has no power to levy or cause to be levied ad valorem property taxes. CMSA has the power of eminent domain.
- G. CMSA has the authority to accept grants and loans on behalf of the Members.

- H. The powers are subject to the restrictions upon the manner of exercising the powers of the Sanitary District Act of 1923, Division 6, of the Health and Safety Code of the State of California, as amended. CMSA specifically excepts Health and Safety Code Section 6487 from its restrictions so that CMSA may make its own provisions regarding payment of invoices, bills, and debt service.
- I. CMSA shall have the power to carry out a pretreatment, waste minimization, and other source control and pollution prevention programs in accordance with NPDES permit requirements, and other federal and state regulatory requirements.

SECTION 6. GOVERNING BODY OF THE AGENCY

CMSA shall be governed by the Central Marin Sanitation Agency Commission. The Commission shall, on behalf of CMSA, adopt a budget for CMSA operations, maintenance, and capital improvements; approve contracts for CMSA; establish rates, charges, and fees; grant easements, licenses, or permits for the use of the property of CMSA; appoint a General Manager; contract for services as necessary; and take such other actions as are necessary or convenient to carry out the purpose and intent of this Agreement.

SECTION 7. COMMISSION MEMBERSHIP AND OFFICERS

- A. The Commission shall consist of five commissioners, two appointed by the governing board of RVSD, two appointed by the governing board of SRSD, and one appointed by the governing board of SD2.
- B. Each commissioner may be an elected official of the governing body of the District he/she represents, or may be such other resident of the District as selected by the Member. A commissioner shall serve in such a manner and for such term as each Member may determine, and may be removed at the pleasure of the Member appointing such person. The Commission shall annually choose commissioners to serve as Chair, Vice-Chair, and Secretary. Each Member shall determine its method of selection of the person representing the District. An elected official or resident of the District may be designated by the Member to serve as an alternate to any commissioner.
- C. The Commission may appoint and employ a General Manager who shall perform such duties as may be imposed by the Commission and who shall report to the Commission in accordance with such rules and procedures as the Commission may adopt.
- D. The Chair shall sign contracts on behalf of CMSA and perform such other duties as may be imposed by the Commission. The Vice-Chair shall act in the absence of the Chair. The Commission may delegate to the General Manager the power to sign contracts on behalf of CMSA. If the Chair signs a contract, the Secretary or Vice-Chair shall

countersign it on behalf of CMSA. The Vice-Chair and Secretary shall perform such other duties as may be imposed by the Commission.

- E. The Commission shall appoint a Treasurer/Controller. Said power of appointment may be vested with the General Manager by action of the Commission. The Treasurer shall have the duties and obligations set forth in Section 6505.5 of the Government Code of the State of California.

SECTION 8. COMMISSION VOTING

Each commissioner shall be empowered to cast one vote on each measure. Three commissioners shall constitute a quorum. Three affirmative votes are required for passage of any measure.

SECTION 9. DUTIES OF THE COMMISSION

- A. The duties of the Commission shall be:
 - to make all policy decisions and to authorize exercising all the powers of CMSA,
 - to submit full and regular reports to the Members,
 - to adopt and/or revise from time to time Board Policies for the conduct of its affairs as may be required.
- B. CMSA shall have the power to compensate commissioners in accordance with the provisions of the Sanitary District Act of 1923, as amended.

SECTION 10. MEETINGS OF THE COMMISSION

- A. Regular meetings of the Commission shall be held at such times and places as shall be established by the Commission by resolution.
- B. All meetings of the Commission including regular, special, and emergency meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 through 54960 of the Government Code of the State of California, and other applicable provisions of law.

SECTION 11. FINANCIAL RECORDS AND REPORTS

CMSA shall keep current and accurate financial records of all operating, capital, and contract service activities. These records with their supporting documents shall be readily available for inspection by the Members, Commission, and the public. Annually, after the close of the fiscal year, the CMSA's financial records will be audited by an independent certified public accountant, who will report the audit findings to the Commission.

SECTION 12. BONDING PERSONS HAVING ACCESS TO PROPERTY

- A. Commissioners and CMSA employees that are authorized to sign CMSA checks shall have a Public Official Bond. CMSA will procure a Government Crime Insurance Bond, or equivalent, to provide coverage for all CMSA employees and commissioners who handle and have access to any CMSA property. Premiums for both bonds shall be paid by CMSA.
- B. The General Manager shall have the responsibility for any and all CMSA property, and shall review and recommend approval or denial of all claims and demands for the disbursement of CMSA funds prior to submittal of said claims and demands to the Commission for approval.

SECTION 13. BONDS AND OTHER BORROWING

- A. CMSA shall have power and authority to issue and sell revenue bonds and other forms of indebtedness, borrow money and enter into contracts related to the foregoing in accordance with any one or more or portion of the following:
 - Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6540;
 - Chapter 6, Division 2, Title 5 of the Government Code, commencing with Section 54300;
 - Chapter 5, Part 3, Division 5 of the Health and Safety Code, commencing with Section 4950;
 - Articles 10 and 11, Chapter 3, Part 1, Division 2, Title 2 of the Government Code, commencing with Section 53570;Such other relevant provisions of law as may now or hereafter be applicable.
- B. For purposes of referendum and vote on a CMSA-wide basis, the boundaries of CMSA shall be the consolidated boundaries of its Members. Under applicable law, CMSA may form improvement districts in which event the boundaries thereof shall be determinative with respect to referendum and voting. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the Elections Code.
- C. CMSA shall have and exercise all powers conferred on "local agencies" by the provisions of the law with respect to such revenue bonds, other forms of indebtedness, or borrowing money.
- D. Revenues required to provide monies for payment of revenue bonds issued by CMSA, other forms of indebtedness, or borrowing money shall be derived from sewer Capacity Charges, CMSA's Regional Charge to the Members, and other legally available revenues

of CMSA as may be specified in the documents related to such revenue bonds, other forms of indebtedness, or borrowing money. The amount of such charges shall be determined by CMSA.

- E. In connection with CMSA issuing revenue bonds, other forms of indebtedness, or borrowing money for new capital projects or other significant expenditures, CMSA and all the Members will enter into a payment agreement or supplement an existing payment agreement that provides for an increase in CMSA's Regional Charge to the Members to comply with the requirements of such revenue bonds, indebtedness, or borrowing.

SECTION 14. OPERATING FUND

- A. An operating fund shall be maintained to pay administrative and incidental expenses incurred by CMSA, costs of maintenance and operation arising from the operation of CMSA's facilities, and capital replacement and rehabilitation costs of CMSA's facilities, not funded by grants or borrowing pursuant to Section 13. Revenues for the operating fund shall be derived from Regional Charges periodically charged to each Member by CMSA, which Regional Charges the Members hereby agree to pay.

The periodic Regional Charge for each Member will be determined by CMSA, and shall be based upon a methodology that may include a Member's equivalent dwelling unit count, wastewater flow, and/or wastewater flow and strength. Flow will be determined based upon continuous measurement during a specified period by CMSA. Strength will be determined by periodic measurement of the wastewater influent's Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD).

CMSA will utilize current best practices to ensure the flow data is accurate.

- B. Each Member, in turn, shall be responsible for deriving the revenue necessary to pay its Regional Charges to CMSA.
- C. Excess operating and capital funds of CMSA, if any, from whatever source, are the property of CMSA.
- D. Capacity charges may be collected either by a Member or CMSA. If collected by a Member, the capacity charge will be collected when the Member collects its connection fee from a property owner and will be remitted to CMSA.

SECTION 15. OWNERSHIP OF PROPERTIES

With respect to the ownership of wastewater assets and facilities, the Members and CMSA agree that:

- A. CMSA Facilities
CMSA shall own entirely all facilities located at assessor's parcel numbers 018-180-46 and 018-180-47, including but not limited to property, buildings, wastewater and biosolids treatment facilities, resource recovery facilities, and support infrastructure and assets. CMSA also owns the land and marine outfall that are on its property, on easements through public and privately owned properties, and in the San Francisco Bay.
- B. Member Collection System Facilities
Members shall own, operate, and maintain their respective collection system facilities. CMSA and any Member may, by agreement, provide for operation and maintenance of that Member's facilities, all or in part, by CMSA. Any such agreement must provide that all costs associated with the operation and maintenance of such facilities by CMSA shall be charged to and paid by the Member.
- C. Wastewater Assets Other Than CMSA Facilities
Exhibit A lists the ownership, operation, and maintenance responsibilities of other wastewater related assets on CMSA property and in each Member's service area.

Upon the effective date of this JPA, the Members will grant to CMSA the use of all wastewater facilities, shown in Exhibit A, insofar as necessary for the operation of CMSA's facilities.

SECTION 16. FUNCTIONAL RESPONSIBILITIES

With respect to the administration, operation, and maintenance of wastewater facilities within the Member boundaries and the performance of functions related thereto, the Members and CMSA agree as follows:

- A. The Member will be responsible for review of new connection permit applications, collection and accounting for permit fees, inspection of connections, and all associated record-keeping. CMSA may perform these functions directly by contract with a Member.
- B. CMSA will have total responsibility for the operation and maintenance of all its wastewater treatment and disposal, biosolids processing and dewatering, and resource recovery facilities, and other wastewater facilities specified in this JPA.
- C. The Member will have total responsibility for its wastewater collection and transport systems.

- D. The Member will be responsible for all billing and collection of sewer connection and service charges and associated record-keeping, accounting, and delinquency follow-up.
- E. The Members shall provide CMSA access to its odor control facilities that are located at Member pump stations.
- F. CMSA and each Member will be responsible for its own obligations under the San Francisco Bay Regional Water Quality Control Board (RWQCB) NPDES Permit No. CA0038628 issued on January 10, 2018, and any subsequent future NPDES permits where CMSA and Members are listed as co-permittees.

SECTION 17. INDEMNIFICATION AND INSURANCE

A. CMSA Indemnification

CMSA shall indemnify, defend and hold Members harmless from any claims or liability arising out of or relating to CMSA's actions or omissions. Further, specific as to NPDES Permit No. CA0038628, and any subsequent future NPDES permits, CMSA shall indemnify, defend, and hold Members harmless from any penalties, claims, or liability arising out of any acts or omissions of CMSA related to the NPDES Permit and any resulting violations or penalties.

CMSA shall procure and maintain at all times insurance against claims for injuries to persons or damages to property that may arise out of or relate to the functioning business of CMSA pursuant to this JPA. The minimum scope of insurance and coverage are shown in Exhibit B and may be adjusted in the future by the Commission, as recommended by the CMSA's insurance provider.

B. Member Indemnification

Members individually shall indemnify, defend and hold CMSA and other Members harmless from any liability arising out of or relating to the individual Member's actions or omissions pursuant to this JPA. Further, specific as to NPDES Permit No. CA0038628, and any subsequent future NPDES permits, Members individually shall indemnify, defend, and hold CMSA and other Members harmless from any penalties, claims, or liability arising out of any acts or omissions of any individual Member related to that Member's obligations under an NPDES Permit and any resulting violations or penalties. In no event shall a Member or CMSA be liable or responsible for payment of fines or penalties for another Member's violation of an NPDES Permit.

Members shall procure and maintain at all times insurance against claims for injuries to persons or damages to property that may arise out of or relate to the individual Member's actions pursuant to this JPA. The minimum scope of insurance and coverage are shown in Exhibit B.

SECTION 18. AMENDMENTS

This JPA may be amended only by a written agreement approved and executed by all of the Members.

SECTION 19. SETTLEMENT OF DISPUTES

If a dispute arises as to the construction, interpretation, or implementation of any provision of the JPA, the issues in dispute or matter requiring action shall be subject to the following dispute resolution process:

A. Informal Dispute Resolution among Agency Managers

1. Managers from each disputing agency shall meet and attempt to resolve the dispute.
2. This process shall be informal and will be chaired by the CMSA General Manager. If the dispute is between CMSA and a Member(s), the managers shall select a chairperson to chair the meeting.
3. The chair shall set a meeting date with an Agenda.
4. Since this is an informal dispute resolution, attorneys for each disputing agency shall not participate in the meeting(s).
5. Should a resolution be reached, attorneys for each disputing agency may assist in the preparation of any necessary documents.

B. Informal Dispute Resolution – Board Members and Managers

1. Should the dispute resolution in Paragraph A (above) not resolve the dispute, the next step will be an informal dispute resolution with each disputing agency and its manager participating.
2. Each disputing agency shall appoint two board members who will join its agency manager to participate in a meeting to resolve the dispute.
3. Steps 2 – 5 in Section A. shall be applicable for the meeting process.

C. Mediation of Disputes

1. Should the informal dispute resolutions in Paragraphs A and B (above) not be successful in resolving the dispute, then the disputing agencies shall proceed to mediation before a neutral mediator.

Each disputing agency shall assign a representative(s) to participate in mediation. Each agency may be represented by counsel at mediation.

2. Selection of Mediator
 - a. For such purposes, an agreed upon mediator shall be selected by all Commissioners.
 - b. Should the Commissioners fail to agree upon a mediator, the disputing agencies will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned mediator.
3. Mediation
 - a. Each disputing agency shall meaningfully participate in mediation to attempt to reach a resolution of the dispute.
 - b. Each disputing agency shall equally share in the costs of the mediator regardless of whether a settlement of the dispute is reached.

D. Binding Arbitration

1. Should the informal dispute resolutions in Paragraphs A, B, and C (above) not be successful in resolving the dispute, then the disputing agencies shall proceed to Binding Arbitration before a neutral arbitrator.
2. For purposes of arbitration, each disputing agency may be represented by counsel.
3. Selection of Arbitrator
 - a. For such purposes, an agreed upon arbitrator shall be selected by all Commissioners.
 - b. Should the Commissioners fail to agree upon an Arbitrator, the disputing agencies will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned arbitrator.
4. Hearing

The chosen arbitrator or assigned arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure (CCP Sections 1282 et seq.). At the Arbitration hearing, the rules of evidence shall apply.
5. The ruling of the arbitrator shall be binding on all agencies. There shall be no right of appeal to the Court system.

SECTION 20. WITHDRAWAL

If a Member's governing board decides to withdraw from the JPA, the Members will convene a meeting to discuss the withdrawal process and details.

The Member seeking Withdrawal from the JPA shall not receive or be entitled to any financial or other material compensation from CMSA and the remaining Members relating to the

Withdrawal. This provision does not pertain to any separate agreement or dispute not involving withdrawal between Members.

Pursuant to the 2006 Payment for Treatment Services Agreement (as-amended) between the Members and CMSA or subsequent similar agreements for the payment of indebtedness, a Member cannot withdraw from the JPA until it determines a mechanism and makes a formal commitment to fund its payment obligations to CMSA.

SECTION 21. MISCELLANEOUS

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the sections referred to.

This JPA is made in the State of California and under its Constitution and laws, and it is to be so construed.

To preserve a reasonable degree of flexibility, many parts of this JPA are stated in general terms. It is understood that the Commission may from time to time adopt and implement ordinances, policies, and procedures to further define the rights and obligations of CMSA to carry out the purposes of this JPA.

SECTION 22. PARTIAL INVALIDITY

If any one or more of the terms, provisions, promises, covenants, or conditions of this JPA shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this JPA shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23. SUCCESSORS

This JPA shall be binding upon and shall inure to the benefit of the parties and the successors of the parties hereto.

SECTION 24. PERSONNEL

A. **Authority to Hire and Dismiss Employees:**

The Commission shall be the appointing authority for the General Manager, who shall serve at the pleasure of the Commission. The Commission shall annually review the performance of the General Manager.

The General Manager is hereby empowered to hire all personnel subject to the

requirements of the Commission adopted personnel policies and procedures. The General Manager shall have the power to reprimand, suspend, reduce in compensation, or dismiss any personnel in accordance with the Commission adopted personnel policies and collective bargaining agreements.

B. Personnel Policies and Procedures

The Commission shall have the authority to adopt personnel policies and procedures and make amendments thereto by a majority vote of the Commission.

C. Administration of Employer-Employee Relations

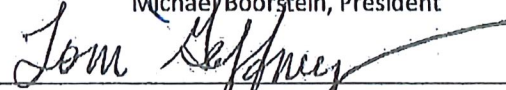
The Commission shall have the authority to adopt a procedure for the administration of employer-employee relations and make amendments thereto by a majority vote of the Commission.

IN WITNESS WHEREOF, The MEMBERS hereto have caused this JPA to be executed, and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as the day and the year first above written.

ROSS VALLEY SANITARY DISTRICT




Michael Boorstein, President

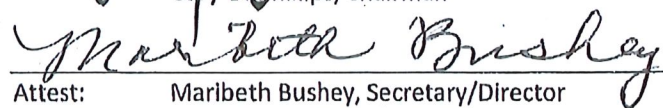


Attest: Tom Gaffney, Secretary

SAN RAFAEL SANITATION DISTRICT



Gary O. Phillips, Chairman



Attest: Maribeth Bushey, Secretary/Director

SANITARY DISTRICT No. 2 of MARIN COUNTY



James Andrews, President



Attest: Eli Beckman, Vice President

JPA Exhibit A

Wastewater Conveyance Asset Ownership, Operation, and Maintenance

Exhibit A presents selected sole and jointly owned wastewater conveyance and related facilities in the CMSA service area with their ownership, operation, and maintenance responsibilities. Attachment 1 is a map showing the general location of the sole and joint use facilities.

A. Definitions

Ownership - the party that owns the identified asset and has the capital replacement responsibilities.

Operations and Maintenance - the party that monitors process parameters, such as wastewater flow and pressure; responds to Underground Service Alert notifications and emergencies (including SSO's); has regulatory and permitting responsibility; maintains and monitors corrosion control systems; and repairs and coordinates any work on the asset.

B. RVSD Ownership, Operation, and Maintenance Responsibilities

1. 54" RV Interceptor (FM IIA-1): RVSD jointly owns, with SD2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB. RVSD does not have any operation or maintenance responsibility for FM IIA-1.
2. 54" RV Interceptor (FM IIA-2): RVSD jointly owns, with SD2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting. RVSD solely operates and maintains the interceptor and its pipeline fittings and appurtenances from the upstream side of the flexible coupling connection outside the SQJB to the connection with the 30" Greenbrae Forcemain.
3. 12" Pump Station 10 Landing B Forcemain (FM IIB): RVSD owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from Pump Station B to the upstream side of the 12" valve flange on the 54" x 12" FM IIA-2 fitting.
4. San Quentin Junction Box: RVSD and SD2 jointly own the SQJB structure, and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

B. SD2 Ownership, Operation, and Maintenance Responsibilities

1. 54" RV Interceptor (FM IIA-1): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections, and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB. SD2 does not have any operation or maintenance responsibility for FM IIA-1.
2. 54" RV Interceptor (FM IIA-2): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections, and other appurtenances. SD2 does not have any operation or maintenance responsibilities for FM IIA-2.
3. Corte Madera Forcemain (FM IIC): SD2 owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the Paradise Pump Station to the upstream side of the 24" valve flange on the 54" x 24" FM IIA-2 fitting.
4. San Quentin Junction Box: SD2 and RVSD jointly own the SQJB structure and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.
5. Abandoned 20" Corte Madera Forcemain: SD2 owns and maintains the disconnected forcemain.

C. SRSD Ownership and Maintenance Responsibilities

1. 45" San Rafael Interceptor (FM IA-1 and 2): SRSD owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length of the interceptor to the CMSA treatment plant headworks, including the fitting that accepts the chemical dosing station pipeline. SRSD shall maintain the interceptor pipeline and its appurtenances upstream of the SFJB (FM IA-2).
2. 10" South Francisco Forcemain (FM IG): SRSD owns the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the connection to the 45" San Rafael Interceptor to the South Francisco pump station. SRSD shall maintain the forcemain and its appurtenances outside of the SFJB.

D. CMSA Ownership and Maintenance Responsibilities

1. 45" San Rafael Interceptor (FM IA-2): CMSA shall maintain the interceptor, the 45"x10" connection fitting, 45" valve, and the other pipeline appurtenances in the SFJB and along the length of the pipeline from the downstream side of the SFJB to the treatment plant headworks.

2. 10" South Francisco Forcemain (FM IG): CMSA shall maintain the forcemain and its fittings, the 10" valve, and other pipeline appurtenances within the SFJB.
3. South Francisco Junction Box: CMSA owns and shall maintain the SFJB structure and all existing and future electrical, mechanical, and instrumentation equipment and systems within the SFJB.

CMSA grants SRSD access to the SFJB to inspect the 45" San Rafael Interceptor and the 10" South Francisco forcemain. Access shall be coordinated with CMSA operations staff.
4. Andersen Drive Chemical Dosing Station: CMSA owns and shall maintain the dosing station and its piping and appurtenances upstream of the SR interceptor connection.
5. 54" RV Interceptor (Reach FM IIA-1): CMSA shall operate and maintain the interceptor, fittings, and appurtenances from the treatment plant headworks to the upstream side of the SQJB's flexible coupling connection. CMSA will also maintain the interceptor, the 54"x16" connection fitting, the 54" valve, and the other interceptor appurtenances in the SQJB.
6. San Quentin Junction Box: CMSA shall maintain the SQJB structure, and operate and maintain all electrical, mechanical, and instrumentation equipment and systems within the SQJB. CMSA owns all electrical, instrumentation, and mechanical systems within the SQJB.

CMSA grants RVSD and SD2 access to the SQJB to inspect the 54" RV Interceptor and its fittings and appurtenances. Access shall be coordinated with CMSA operations staff.
7. Chemical Dosing Station: CMSA owns, operates, and maintains the hydrogen peroxide chemical dosing station and its piping and appurtenances upstream of the RV Interceptor (Reach IIA-1) connection in the SQJB.
8. Recycled Water Pipeline: CMSA owns, operates, and maintains the 6" recycled water pipeline from the treatment plant to FM 11A-1, and the pipelines and fittings to the chemical dosing station and to Remillard Pond.

D. Miscellaneous

CMSA, SD2, SRSD, and RVSD understand and agree that the California Department of Corrections owns and operates the 16" San Quentin forcemain (FM IIF) from the San Quentin Pump Station to the upstream side of the RV Interceptor's 54" x 16" fitting in the SQJB.

CMSA JPA - Exhibit B
CMSA and Member Insurance Requirements

MINIMUM SCOPE OF CMSA INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.
2. **Automobile Liability** covering any auto with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** as required by the State, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance** against all risks of loss to Agency property, at full replacement cost.

Additional Insured Status

The Members, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of or relating to the functioning business of the Agency pursuant to this Agreement.

Verification of Coverage

CMSA shall furnish the Members with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

MINIMUM SCOPE OF MEMBER INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.
2. **Automobile Liability** covering any auto with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** as required by the State, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Additional Insured Status

CMSA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of or relating to the individual Member's actions pursuant to this Agreement.

Verification of Coverage

Members shall furnish CMSA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.



Attachment 1

CMSA, RVSD, SD2, & SRSD Joint Facilities

CMSA JPA Members

Location Map

Legend

	WTP		PS		Abandoned 20" SD2 Force main		CMSA 6" Recycled Water Pipeline
	CMSA Pump Stations		FM IA-1		FM IIC		FM IA-2 & FM IIB
	FM IA-1		FM IG		FM IIF (SQ)		

