



**Central Marin Sanitation Agency**

**COMMISSION REGULAR MEETING AGENDA**

**April 8, 2025**

**Hybrid Meeting**

**6:00 p.m.**

**NOTE:** This is a Hybrid Board meeting and will be held in-person in the Board Room of the Central Marin Sanitation Agency located at 1301 Andersen Drive, San Rafael CA 94901 and via Zoom®.

If you would like to participate via Zoom, click the link below or copy and paste the address into your browser. You may also phone-in at the number below.

**Join Zoom Meeting**

**Online:**

<https://us06web.zoom.us/j/84273527255>

**Phone in:**

+1 253 215 8782

**Meeting ID:**

842 7352 7255

**Public Comment:** Members of the public may directly address the Board on any item appearing on the Agenda. They may address the Board when the item is called by the Board Chair and he/she indicates it is the time for the public to speak to the agenda item. Public comments can also be submitted via email to the Recording Secretary at [telam@cmsa.us](mailto:telam@cmsa.us).

The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you'd like to provide written comment on. Written comments submitted will be shared with the Board before the meeting, summarized during the Open Period for Public Participation, and included in the meeting proceedings.

To provide comments virtually during the meeting:

- If in the Zoom teleconference, use the “raise hand” feature. The Host will notify and unmute you when it is your turn to speak.
- If on a phone, press \*9 (“star + 9”), and the Host will notify and unmute you when it is your turn to speak.

If you experience an issue providing comments in the meeting, please email those comments to the Recording Secretary at [telam@cmsa.us](mailto:telam@cmsa.us).

***CONTINUED ON NEXT PAGE***

## AGENDA

1. **6:00 p.m.: Call Meeting to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Agenda Review & Approval**

5. **Open Period for Public Participation**

*Open time for public expression, up to two minutes per speaker, on items within CMSA’s jurisdiction and not on the Board of Commissioners’ agenda. The Board will not discuss or take action during open time, but Board members may briefly respond to statements made or questions proposed by the public, ask for clarification from staff, refer the matter to staff, or request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.*

6. **Consent Calendar**

a)	Minutes – Regular Board Meeting, March 11, 2025
b)	Treasurer’s Report – March 2025
c)	March 2025 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
d)	Performance Metric Report – March 2025
e)	Revised Administrative Policies on Employee Computer Purchase Assistance (#54), Carpool/Alternate Commute Incentive (#55), and the Commuter Cash Reimbursement (#56) Programs
f)	FY25 Asset Management Program – 3rd Quarter Report

7. **CMSA Fee Ordinance Revisions**

*Recommendation: Review and provide comments on the proposed revisions to the Agency’s Fee Ordinance, and schedule a public hearing for the Ordinance at the May 8 Board meeting.*

8. **Nutrient Removal Alternatives Evaluation and Facilities Plan Project – Amendment No. 1 with Carollo Engineers**

*Recommendation: Approve Amendment No. 1 with Carollo Engineers for \$197,828 to provide additional consulting services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project, and authorize the General Manager to sign it.*

9. **Reschedule July Board Meeting**

*Recommendation: Consider rescheduling the July 8, 2025, Board meeting.*

10. **Draft San Quentin State Prison Wastewater Service Agreement**  
*Recommendation: Review the draft San Quentin State Prison Wastewater Service Agreement, and provide comments or direction to the General Manager, as appropriate.*
11. **March 2025 Informational Items**  
*Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.*
12. **North Bay Watershed Association (NBWA) Report\***
13. **Oral Reports by Commissioners\***
14. **Oral Reports by General Manager\***
15. **Items for Next/Future Agendas**
16. **Next Scheduled Regular Meeting**  
*May 13, 2025 at 6:00 p.m.*

\*Information not furnished with Agenda

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Central Marin Sanitation Agency at 415-459-1455. For auxiliary aids or services or other reasonable accommodations to be provided by the Agency at or before the meeting, please notify the Agency at least 3 business days in advance of the meeting date (meeting is the second Tuesday of each month). If the Agency does not receive timely notification of your reasonable request, the Agency may not be able to make the necessary arrangements by the time of the meeting.





**Central Marin Sanitation Agency**

**COMMISSION REGULAR MEETING MINUTES  
March 11, 2025  
Via Hybrid Meeting**

NOTE: The minutes are an official record of the Board meeting. There are also official audio and video recordings available on the Agency’s website at [www.cmsa.us](http://www.cmsa.us). The time stamps on these minutes refer to the items’ start times on the video recording of the meeting. Please contact CMSA at 415-459-1455 for information about receiving a copy of these records.

**1. Call Meeting to Order**

**2. Pledge of Allegiance**

Chair Beckman called the meeting to order at 6:01 p.m. A quorum was present.

**3. Roll Call**

**00:00:25**

Present: Commissioners Eli Beckman, Maribeth Bushey, Doug Kelly, Dean DiGiovanni, and Mary Sylla.

Absent: None

Staff Present: Jason Dow, General Manager; Peter Kistenmacher, Technical Services Manager/Assistant General Manager; Corey Spray, Administrative Services Manager; Nick Talbot, Treatment Plant Manager; and Tiffany Elam, Recording Secretary

Public Present: Michael Boorstein

**4. Review and Approve Agenda**

**00:00:40**

The Board unanimously approved the agenda.

There were no comments from members of the public.

**5. Open Period for Public Participation**

**00:01:03**

There were no comments from members of the public.

**6. Consent Calendar**

**00:01:20**

a)	Minutes – Regular Board Meeting, February 11, 2025
b)	Treasurer’s Report – February 2025
c)	February 2025 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
d)	Performance Metric Reports – February 2025
e)	CMSA Investments Policy – Financial Policy #531
f)	Procurement of Equipment for Primary Clarifier No. 2

g)	Revised Administrative Policies #35: Travel Expense Reimbursement
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Comments from the Public

There were no comments from members of the public.

ACTION:	Commissioner Kelly moved to approve 6a through 6g; second, Commissioner Sylla.	
DIRECTION:	None	
VOTE:	The item was passed unanimously.	
	AYES:	Beckman, Bushey, DiGiovanni, Kelly, Sylla
	NAYS:	None
	ABSTAIN:	None

**7. Resolution of the Central Marin Sanitation Agency Board of Commissioners to Accept and Certify as Accurate the Final Report for the CalRecycle Co-Digestion Grant Program 00:01:44**

GM Dow discussed the \$2,577,200 2022 CalRecycle grant received by the Agency for the Liquid Organic Waste Receiving and Biogas Treatment Upgrades Project. GM Dow stated, as part of the grant requirements, Agency staff submitted biannual reports to CalRecycle and recently prepared the final report for the Board to review and certify as accurate via Resolution 366. GM Dow noted the final report includes information on biogas produced, organic waste delivery increases, facility use comparisons pre and post grant, as well as progress pictures of the construction.

The Board requested the final report be placed on the website and publicized in a press release. The Board noted that the report was very thorough and educational.

GM Dow concurred to publishing the report on the website and press release.

Comments from the Public

There were no comments from members of the public.

ACTION:	Commissioner Kelly moved to approve Resolution of the Central Marin Sanitation Agency Board of Commissioners to Accept and Certify as Accurate the Final Report for the CalRecycle Co-Digestion Grant Program; second, Commissioner Sylla.	
DIRECTION:	None	
VOTE:	The item was passed unanimously.	
	AYES:	Beckman, Bushey, DiGiovanni, Kelly, Sylla
	NAYS:	None
	ABSTAIN:	None

**8. Chlorine Contact Tank No. 4, and Primary Clarifier No. 2 and 3 Coatings and Concrete Rehabilitation Project – Construction Contract Award** **00:06:49**

GM Dow presented the project background for the Chlorine Contact Tank No. 4, Primary Clarifier No. 2 and 3 Coatings and Concrete Rehabilitation Project and provided clarification for the rejection of the two lowest bids. GM Dow stated that the two lowest bids had several irregularities which were reviewed by Agency construction legal counsel and determined to be not responsive and responsible. GM Dow stated the 3<sup>rd</sup> lowest bid received by Euro Style Management was determined to be responsive and responsible, and he noted the construction company provided satisfactory work for the Agency in the past.

The Board agreed that the Agency made the right decision in rejecting the bids in order to protect the Agency from unnecessary risks.

Comments from the Public

There were no comments from members of the public.

ACTION:	Commissioner Sylla moved to approve the Chlorine Contact Tank No. 4, and Primary Clarifier No. 2 and 3 Coatings and Concrete Rehabilitation Project – Construction Contract Award; second, Commissioner DiGiovanni.	
DIRECTION:	None.	
VOTE:	The item was passed unanimously.	
	AYES:	Beckman, Bushey, DiGiovanni, Kelly, Sylla
	NAYS:	None
	ABSTAIN:	None

**9. Capital Projects Update – Nutrient Removal Alternatives Evaluation, Grit Classifiers Replacement, and the Centrifuge Replacement Projects** **00:11:32**

GM Dow provided the Board with updates on the nutrient removal alternatives evaluation, the grit classifiers replacement, and the centrifuge replacement projects. GM Dow noted that the Agency would be preparing an amendment to the Carollo Hazen contract for the additional scope of work related to the nutrient removal alternatives evaluation project to include stress testing of the secondary clarifiers and evaluation of the aeration tank blower system.

The Board and GM discussed managing project costs through the utilization of existing infrastructure.

GM Dow provided the Board with an update on the Grit Classifiers Replacement project noting the project would be postponed to next spring due to the delayed delivery of the grit pumps and washers.

The Board asked clarifying questions regarding storage of grit washers and extending the beginning of the warranty period.

GM Dow stated Agency engineering staff are working with equipment manufacturers and vendors to properly package and store the grit washers and grit pumps until next spring and that he would also be discussing the warranty extension with the vendor.

GM Dow provided the Board with an update on the Centrifuge Replacement Project, and stated Black & Veatch Design Engineers plan to complete the final design by early June.

Comments from the Public

There were no comments from members of the public.

ACTION: This item was informational no action was taken.

**10. February 2025 Informational Items** **00:25:30**

ACTION: This item was informational no action was taken.

**11. North Bay Watershed Association (NBWA) Report** **00:25:41**

Michael Boorstein stated the last NBWA meeting was a planning session to discuss their agenda for the year. Mr. Boorstein noted the NBWA Board was extremely thrilled with the reports and accounting information provided by CMSA, and noted the NBWA will be working to ensure equitable fee payments for all agencies.

**12. Oral Reports by Commissioners** **00:28:16**

No oral reports from commissioners.

**13. Oral Reports by General Manager** **00:28:20**

GM Dow referred to his handout and reported:

- Summary of Ad-hoc SRSD Contract Development expenses, GM Dow noted the bulk of February's invoice was the second invoice from RSG.
- Agency received several state awards from California Water Environment Association for Safety Program of the Year: First Place, Engineering Achievement: Second Place, and Treatment Plant of the Year: Second Place.

**14. Items for Next/Future Agendas** **00:32:04**

None.

**15. Next Scheduled Meeting** **00:32:09**

The Board has scheduled a Regular meeting for April 8, 2025 at 6:00 p.m.

Chair Beckman adjourned the meeting at 6:32 p.m.

Respectfully submitted,

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Tiffany Elam, Recording Secretary

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Mary Sylla, Secretary



**TREASURER'S REPORT**  
As of the Month Ended March 31, 2025

Description	Account Type	Book Value	Market Value (1)	% Portfolio	Budget / Proj Year End
<b>Cash and Investments:</b>					
WestAmerica Bank ( <i>See Schedule 1 for Account Activity</i> )	Operating Acct	\$ 661,696.73	\$ 661,696.73		
US Bank 2015 & 2020 Revenue Bonds (Restricted)	Debt Serv Acct	10,729.84	10,729.84		
US Bank 2022 Pension Oblig Bonds (Restricted)	Debt Serv Acct	1,360.72	1,360.72		
Keenan Benefit Trust (Restricted) - Feb 2025	Pension Stab Trust	957,254.31	957,254.31		
CAMP Cash Reserve Pool: 4.47%	Investment Acct	435,644.04	435,644.04		
Local Agency Investment Fund (LAIF): 4.31%	Investment Acct	21,182,305.61	21,182,305.61		
<b>Total cash and investments</b>		<b>\$ 23,248,991.25</b>	<b>\$ 23,248,991.25</b>	<b>100.0%</b>	
<b>Designations of Cash and Investments:</b>					
Current Operating Fund (2)		1,773,554.59	1,773,554.59	7.6%	
Debt Service Accounts (Restricted)		12,090.56	12,090.56	0.1%	
Employee Benefit Trust (Restricted)		957,254.31	957,254.31	4.1%	
Capital Reserves (Restricted) (3) - <i>See Schedule 2</i>		1,125,100.00	1,125,100.00	4.8%	1,125,100
Operating Reserve (Unrestricted) (4)		4,302,500.00	4,302,500.00	18.5%	4,302,500
Capital Reserves (Unrestricted) (5) - <i>See Schedule 2</i>		14,578,491.79	14,578,491.79	62.7%	7,477,169
Contingency and Emergency Reserve (Unrestricted)		500,000.00	500,000.00	2.2%	500,000
<b>Total designations of cash and investments</b>		<b>\$ 23,248,991.25</b>	<b>\$ 23,248,991.25</b>	<b>100.0%</b>	

**NOTES:**

- (1) Market values are per the fiscal agent's respective monthly statements  
(2) Current operating fund is the residual of the other designations  
(3) Includes capacity charges and debt service coverage

- (4) Operating reserves calculated at 25% operating budget  
(5) Includes capital fee

**Statement of Compliance**

The above portfolio of investments is in compliance with the Agency's investments policy, adopted annually, and California Code Section 53601, authorized investments, and 53646, investments policy. In addition, the Agency does have the financial ability to meet its cash flow requirements for the next six months.



Corey Spray, CPA  
Administrative Services Manager

**Central Marin Sanitation Agency**  
**Schedule 1 - Operating Account Activity Schedule**  
**For the Month of March 2025**

Beginning Balance at March 1, 2025	\$ 1,166,500.62
 <i><u>Cash Receipts (Deposits into Westamerica):</u></i>	
Transfers from LAIF	\$ 1,000,000.00
Permit and Inspection Fees	3,231.08
Laboratory Services (County of Marin (July), Verily Life Sciences (February))	1,546.00
Revenue from Septage Haulers & RVs	6,075.19
Revenue from Organic Waste Programs	25,657.84
County-wide Public Education Program (FY25 2Q: LGVSD, NSD, SASM, SMCSO)	14,539.56
SD#2 Operations & Maintenance Contract (FY25 December & January)	94,410.37
SQ Village Operations & Maintenance Contract (FY25 January)	2,559.32
Marin Airporter Property Use (FY25 March)	6,125.25
Marin Clean Energy electricity generation (FY25 December & January)	18,447.31
Revenue from SRSD Contract Development	16,003.16
Interest Income: Westamerica Bank Sweep Account	766.40
Vendor Reimbursements: CalCARD rebate, Copier refund, Constellation Energy refund	10,688.43
Bank reconciliation prior period posting adjustment	360.45
Voided check(s) 2025480, 2026409, 2026178, 2025705 2025805 2026583	47,011.29
	\$ 1,247,421.65
 <i><u>Cash Disbursements (Withdrawals from Westamerica):</u></i>	
March 2025 Operating account disbursements register (see Schedule 1a)	\$ 1,329,315.47
Regular Payroll paid 03/07/25	169,221.01
Regular Payroll paid 03/21/25	172,662.86
Board compensation reported as full stipend on Disbursement Register (paid March payroll)	(1,800.00)
Transfers to EFTPS Federal Payroll Taxes (03/07, 03/21)	81,970.37
Bank and Credit Card Fees	855.83
	\$ 1,752,225.54
Total Cash Disbursements	\$ 1,752,225.54
Ending balance at March 31, 2025	\$ 661,696.73

**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of March 2025**

Number	Date	Vendor/Payee	Amount	Description
2026605				Last check from prior month's register
2026606	03/03/2025	Byron Jones	185.08	Reimbursement for monthly retiree health benefits
2026607	03/03/2025	Phillip Frye	185.08	Reimbursement for monthly retiree health benefits
2026608	03/04/2025	EDIS	6,749.57	Dental replenishment and monthly fee, March 2024
2026609	03/04/2025	USP Technologies	27,522.75	Hydrogen Peroxide (2 invoices)
2026610	03/06/2025	Brown, D Michael	48,000.00	Prof Svcs: ITC Assistance Consulting Phase 2, July-December, 2024 (Final)
2026611	03/07/2025	California State Disbursement	348.92	Garnishment for pay date 03/07/2025
2026612	03/07/2025	California State Disbursement	685.50	Garnishment for pay date 03/07/2025
2026613	03/10/2025	Grainger	11,638.20	High temp nozzle, safety sign, gloves hex nut, saddle clumps, band saw blade, tether float, disinfectant spray, hex nut/cap screw, battery pack, cord reel 40' connector, electrical flow switch elbow brass compression fitting, PVC check valves, paint supplies, pressure gauge. (42 invoices). SD2: check valves, ARV fittings, hardware (note B) (3 invoices)
2026614	03/10/2025	**Void**	-	
2026615	03/10/2025	McMaster-Carr Supply Co.	5,071.54	Concrete anchors, cable ties, screw hardware, thermostats, PVC fittings, toggle switches, electrical tape/cable, v-belts, port valves (24 invoices). SD2 pipe, pump tags, hardware for plant sign, pressure sensor (note B) (5 invoices)
2026616	03/11/2025	Cristhian Sandoval	197.50	Employee reimbursement: Safety boots
2026617	03/11/2025	Jason Dow	27.88	Employee travel reimbursement: CASA Winter Conference
2026618	03/11/2025	Evan Gilmore	721.30	Employee reimbursement: Rain gear and Safety boots
2026619	03/11/2025	Nicholas Fleming	295.00	Employee reimbursement: Wastewater exam Grade 2 and 3, Treatment exam Grade 2 application fees
2026620	03/11/2025	Sean Clementz	351.50	Employee reimbursement: CWEA E&I Grade II certification fee, and travel per diem PLC for Non-Programmers training
2026621	03/11/2025	Robert Stiles	239.00	Employee reimbursement: Safety boots
2026622	03/13/2025	A and S Landscape Materials, Inc	651.20	Grounds keeping supplies
2026623	03/13/2025	Aarding Thermal Acoustics USA Inc	6,719.00	Headworks grit blower silencer
2026624	03/13/2025	Adam Safety	800.00	OSHA Forklift safety training
2026625	03/13/2025	Alameda Electrical Dist Inc	816.68	SD2: Conduit clamps (2 invoices). SQPS: Transformer replacement, electrical connctor (2 Invoices) (note B). Electrical fish tape wire, electrical cord (2 invoices)
2026626	03/13/2025	Aleshire & Wynder LLP	825.00	Legal Services: Employment Law, February 2025
2026627	03/13/2025	All Star Rents	305.61	Dump trailer rental
2026628	03/13/2025	AT&T Corp	175.00	Monthly internet fee, February 2025
2026629	03/13/2025	Automation Direct Co., Inc.	148.58	Indicator lights and cables
2026630	03/13/2025	Caltest Analytical Laboratory	7,611.30	Additional Nutrients, stormwater, source control, biosoids, NPDES Analysis (5 invoices)
2026631	03/13/2025	Comcast	224.11	Internet service back-up, 03/04-04/03/2025
2026632	03/13/2025	Constellation Energy Corporation	1,212.34	Natural gas supply, January 2025
2026633	03/13/2025	DWYER Instruments, Inc.	600.06	Flow switch for Ross Valley Peroxide station
2026634	03/13/2025	Endress + Hauser, Inc	1,981.60	Level transmitter for primary clarifier 6 & 7 (2 invoices)
2026635	03/13/2025	Eric Wade	1,500.00	Welding safety training
2026636	03/13/2025	Goldstreet Design Agency Inc	250.00	SavRbay annual logo design file updates
2026637	03/13/2025	Graybar	12,084.69	SQPS transformer (note B)
2026638	03/13/2025	Hach Company	124.43	BOD nutrient buffer pillows
2026639	03/13/2025	Hagel Supply Co.	138.30	Janitorial supplies
2026640	03/13/2025	Hardware Tech Inc	31,385.00	Facility door and frames (2 invoices)
2026641	03/13/2025	Horizon Dist. Inc	132.37	Grounds keeping supplies, herbicide (2 invoices)
2026642	03/13/2025	Idexx Distribution Inc	392.53	290 mL vessel
2026643	03/13/2025	Industrial Heat Tech Inc	1,672.41	Replace lost check 2026409
2026644	03/13/2025	Jackson's Hardware	700.13	Chainsaw chain, concrete for post, tile bit, fuel for landscape equipment, safety boots for 2 intern, silicone (7 invoices)
2026645	03/13/2025	Justifacts Credential	40.05	Recruitment: Background check (1 employee)
2026646	03/13/2025	Kennedy/Jenks Consultants Inc	6,451.90	Facility structures seismic study, February 2025 (invoice #4)
2026647	03/13/2025	Kone Inc	202.71	Elevator monthly maintenance, January 2025 (1 invoice)

**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of March 2025**

Number	Date	Vendor/Payee	Amount	Description
2026648	03/13/2025	Konecranes, Inc.	186.26	Hoist stickers
2026649	03/13/2025	Midwest Motor Supply Co. Inc	81.78	Arbor cutter
2026650	03/13/2025	State Water Resources Control Board	1,950.00	ELAP accreditation application fee
2026651	03/13/2025	Alameda Electrical Dist Inc	298.03	Conduit clamps
2026652	03/13/2025	Dow, Jason	263.50	Employee Per Diem: CSRMA Planning Retreat, Santa Barbara, CA
2026653	03/13/2025	Lystek International LTD	12,915.97	Biosolids beneficial reuse fee, February 2025
2026654	03/13/2025	Marin Independent Journal	115.74	Advertisement for public bid notice for Coating Project, CN 25-26
2026655	03/13/2025	Marin Independent Journal	755.68	Subscription renewal
2026656	03/13/2025	Marin Resource Recovery Center	170.00	Trash disposal (1 invoice)
2026657	03/13/2025	Marin Sanitary Service - 0004321	1,178.26	Recycling disposal, February 2025
2026658	03/13/2025	Marin Sanitary Service - 0027511	7,156.52	Grit box disposal, February 2025
2026659	03/13/2025	Marin Sanitary Service - 0033224	1,500.00	Rag bins, February 2025
2026660	03/13/2025	McMaster-Carr Supply Co.	162.08	Long nose pliers, electrical conduit fitting (2 invoices)
2026661	03/13/2025	State Water Resources Ctrl Brd	304.00	Operator Grade III application fee for 1 ee
2026662	03/17/2025	Dillon Rhoten	250.00	Employee reimbursement: Safety boots
2026663	03/17/2025	DNG Enterprises, Inc (Napa Auto Parts)	1,905.88	Core deposit credit, pump coolant, synthetic oil, fleet oil filter, filter wrench, cleaning supplies, lugnuts, lug wrench, trim removal tools, wipers, and headlight lamps December 2024-February 2025
2026664	03/17/2025	Fastenal Company	324.07	Air handler filters
2026665	03/17/2025	Grainger	425.62	Selector switch for EPS engine
2026666	03/17/2025	Gregory Farley	63.70	Key core lock
2026667	03/17/2025	Home Depot Credit Services	721.43	Herbicide, plants and landscape supplies (4 invoices)
2026668	03/17/2025	Konecranes, Inc.	1,366.76	SD2: Hoist rope for Paradise pump station (note B)
2026669	03/17/2025	Manco	23,358.29	VFD installation for process return sump-Nutrient Removal study (2 invoices)
2026670	03/17/2025	McInerney & Dillon, P.C.	416.00	Legal Services: Contract Law, February 2025
2026671	03/17/2025	McMaster-Carr Supply Co.	689.27	Ball bearings, pump packing (2 invoices)
2026672	03/17/2025	Metrohm USA, Inc	6,724.67	Guard and analytical column, dialysis cell monitoring, IC Rotor, eluent concentrate and nutrient standard (8 invoices)
2026673	03/17/2025	Motion Industries, Inc.	1,150.91	Belts for fran assembly, seismic hoses replacement, EPS fuel line fittings (3 invoices)
2026674	03/17/2025	Nickell Fire Protection Inc	855.00	Fire sprinkler system inspections
2026675	03/17/2025	Northeast-Western	6,537.91	L TSA Jenbacher preventive maintenance, January 2025, expansion joint and expansion joint hardware (3 invoices)
2026676	03/17/2025	Peterson Power Systems	13,191.66	SD2: Paradise PS replacement coolant and hoses (note B)
2026677	03/17/2025	PG&E	14,602.68	Electricity service, 1/14/2025-02/11/2025 (3 Invoices)
2026678	03/17/2025	PG&E Non-Energy Collection Unit	160.15	Renewable energy expansion, March 2025
2026679	03/17/2025	Progent Corporation	99.95	IT support, March 2025
2026680	03/17/2025	Pure Air Filtration	9,724.35	Odor scrubber media
2026681	03/17/2025	Rexel	171.75	SD2: Aluminum tray cable fitting (note B)
2026682	03/17/2025	Rock Steady Juggling	3,000.00	Public Ed Program: Presentation for two school (Note B)
2026683	03/17/2025	Rockwell Solutions	341.09	Cutter empeller nuts
2026684	03/17/2025	Ross Valley Sanitary District	9,999.00	EffectTV commercial campaign
2026685	03/17/2025	RSG Inc.	15,717.50	Prov Svcs: Examine JPA organization (invoice #3)
2026686	03/17/2025	Safety-kleen Systems, Inc	592.90	Hazardous waste disposal
2026687	03/17/2025	Sentry	2,965.00	Sentry subscription for aeration basin #2 (invoice #4) and Sentry monitoring hub parts (2 invoices)
2026688	03/17/2025	Shape Incorporated	42,017.55	SD2: Spare pump replacement for Trinidad 2 and Trailer Ct. PS (2 invoices) (note B)
2026689	03/17/2025	Sta-Clean Services Inc	3,800.00	Janitorial service, February 2025
2026690	03/17/2025	Synagro West, Inc.	21,770.00	Biosolids hauling, January 2025
2026691	03/17/2025	TEC Associates Inc	886.64	Boiler room H2S sensor
2026692	03/17/2025	Thatcher Company of California, Inc.	8,068.91	Sodium Bisulfite (1 delivery)
2026693	03/17/2025	UBEO Business Services	1,724.91	Usage payment for three printer/copiers, 02/20-03/20/2025
2026694	03/17/2025	Univar USA Inc	51,404.04	Sodium Hypochlorite (3 deliveries)

**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of March 2025**

Number	Date	Vendor/Payee	Amount	Description
2026695	03/17/2025	USP Technologies	13,979.38	Hydrogen Peroxide (2 invoices)
2026696	03/17/2025	VWR International	197.94	Deionized sterile water
2026697	03/17/2025	Waste Management	16,392.58	Biosolids disposal, February 2025
2026698	03/17/2025	Western Exterminator Co., Inc.	288.68	Pest control, February 2025
2026699	03/21/2025	California State Disbursement	348.92	Garnishment for pay date 03/21/2025
2026700	03/21/2025	California State Disbursement	685.50	Garnishment for pay date 03/21/2025
2026701	03/27/2025	Alameda Electrical Dist Inc	438.63	Electrical wires and conduit clamps (3 invoices)
2026702	03/27/2025	Atmospheric Analysis	765.00	Biogas monitoring
2026703	03/27/2025	Bay City Boiler & Engineering	5,811.74	Annual boiler maintenance
2026704	03/27/2025	Black & Veatch	17,845.50	Prof Svcs: Design - Centrifuge Dewatering Improvements Project, 01/04/25-02/07/2025 (Payment #18)
2026705	03/27/2025	Environmental.com	314.20	Wide mouth bottles
2026706	03/27/2025	Fastenal Company	494.32	Vending machine replenishment, February 2025
2026707	03/27/2025	Fisher Scientific	180.90	Chlorine, Sulfuric acid (3 invoices)
2026708	03/27/2025	Got Power, Inc	41,196.53	Potable emergency trailer generator
2026709	03/27/2025	Grainger	1,295.26	Rain gear, submersible sump pump, selector switches, on/off legent plate, welding nozzle, tip, rod and electrode (7 invoices)
2026710	03/27/2025	Hach Company	444.86	Salt bridge
2026711	03/27/2025	Harrington Industrial Plastics	258.72	Digester sample lines 2" ball valve
2026712	03/27/2025	HILTI INC.	308.70	Core drill extension tool
2026713	03/27/2025	Idexx Distribution Inc	5,092.89	Enterolert, colilert, and lab supplies (2 invoices)
2026714	03/27/2025	JE Sellen Consulting, LLC	5,880.00	Elevator consulting services, CN 25-25 (payment #1)
2026715	03/27/2025	KONE Inc	1,581.00	Compliance work for elevator permit requirements
2026716	03/27/2025	Marin Resource Recovery Center	110.00	Trash disposal (1 invoice)
2026717	03/27/2025	McMaster-Carr Supply Co.	1,630.36	SQPS: Door hinges (note B), (1 invoice). Paint supplies, electrical and duct tapes, vibration mounts, fire extinguishers, non-sparking wrench, gasket tape, grating, letter and storage box (10 invoices)
2026718	03/27/2025	Misco Water	140,059.30	SQPS: JWC auger and grinder equipment (note B)
2026719	03/27/2025	Motion Industries, Inc.	1,867.88	Seismic hoses and clevis (2 invoices)
2026720	03/27/2025	Pace Supply Corp.	10,264.04	Backflow preventer and temperature control valve (2 invoices)
2026721	03/27/2025	Peterson Power Systems	1,656.71	SD2: Emergency generator coolant (note B)
2026722	03/27/2025	Reinholdt Engineering Construction	545.00	Monthly underground storage tank inspection, February-March 2025 (2 invoices)
2026723	03/27/2025	Super Bright Leds, Inc	584.51	LED corn bulbs (2 invoices)
2026724	03/27/2025	Teledyne Instruments Inc	656.59	Battery cables
2026725	03/27/2025	Thatcher Company of California, Inc.	8,054.61	Sodium Bisulfite (1 delivery)
2026726	03/27/2025	Univar USA Inc	17,024.96	Sodium Hypochlorite (1 delivery)
2026727	03/27/2025	USP Technologies	14,985.58	Hydrogen Peroxide (2 invoices)
2026728	03/27/2025	VWR International	3,734.75	Pipettes and pipette tips, graduated cylinder, thermometer, BOD dilution, beaker, econo bottles, aluminum dish, digital clock, deionized wash bottles, Sodium Hydroxide, Copper II Chloride, tube centrifuge, brush cleaner (17 invoices)
2026729	03/28/2025	Alameda Electrical Dist Inc	1,137.86	Electrical wire
2026730	03/28/2025	Allied Fluid Products Corp	853.97	Neoprene stripping
2026731	03/28/2025	Automation Direct Co., Inc.	234.89	Signal cable
2026732	03/28/2025	Diamond Tire Center	30.00	Tire rotation maintenance
2026733	03/28/2025	Dillon Rhoten	61.20	Employee Per Diem: Centrifugal Pump Training, Hayward, CA
2026734	03/28/2025	Environmental Express Inc.	551.24	Eco-conscious single use BOD
2026735	03/28/2025	**Void**	-	**Void**
2026736	03/28/2025	Flo-Line Technology	11,366.63	RDT polymer rebuild kit
2026737	03/28/2025	Fluid Components International LLC	1,619.22	Gas flowmeter board replacement and calibration
2026738	03/28/2025	Flyers Energy LLC	12,817.32	Diesel and unleaded fuel for Agency underground tank
2026739	03/28/2025	Give Me Five LLC	9,455.59	Full color mouse logo t-shirts (note B)
2026740	03/28/2025	Grainger	1,847.92	Connector plugs (2 invoices)

**Central Marin Sanitation Agency**  
**Schedule 1a - Operating Account Disbursements Register**  
**For the Month of March 2025**

Number	Date	Vendor/Payee	Amount	Description
2026741	03/28/2025	C Gutierrez	25.00	Replace lost check 2025705
2026742	03/28/2025	Hach Company	637.14	Communication cables
2026743	03/28/2025	HILTI INC.	392.63	Core drill adaptor
2026744	03/28/2025	John Hageman	4,173.00	"Defenders of the Bay" Comic book publication (note B)
2026745	03/28/2025	Kemira	17,116.28	Replace lost check #2026853
2026746	03/28/2025	KnowBe4	1,624.86	Cyber security training and testing
2026747	03/28/2025	Marin Fence Inc	969.00	Chain link fence repairs (2 invoices)
2026748	03/28/2025	Marin Resource Recovery Center	60.00	Trash disposal (1 invoice)
2026749	03/28/2025	McMaster-Carr Supply Co.	9,178.42	SD2: Electrical supplies for fan installation, liquid-level gauge. SQPS: Pipe fittings for ARV replacements (note B) and October-November 2024 statements
2026750	03/28/2025	Metal Service Center	2,182.82	Metal for Waukesha engine stack
2026751	03/28/2025	New Pig Corporation	783.50	30x30 SW drain cover
2026752	03/28/2025	Northeast-Western	956.08	Exhaust expansion joints
2026753	03/28/2025	P Loayza	34.84	Replace lost check #2025805
2026754	03/28/2025	Pace Supply Corp.	5,861.26	6" pressure reducing valve
2026755	03/28/2025	Prudential Overall Supply	2,380.09	Uniforms, February 2025
2026756	03/28/2025	Rotech Pumps & System Inc	874.20	HT pump mechanical seal
2026757	03/28/2025	Thomas & Associates	992.72	Vault sample pump (final)
<b>TOTAL - CHECKS</b>			<b>854,622.45</b>	

**Payments by ACH:**

Date	Vendor/Payee	Amount	Description
03/14/2025	Amazon	432.63	VOIP phones
03/03/2025	Cal Public Medical	95,250.59	Medical insurance for March 2025
03/21/2025	Cal-Card	18,059.98	State of California purchase card for February 2024
03/07/2025	CalPERS	47,939.59	Retirement pension contribution: Agency and employees, PPE 03/01/2025 (Note C)
02/21/2025	CalPERS	47,880.37	Retirement pension contribution: Agency and employees, PPE 02/15/2025 (Note C)
03/14/2025	Carollo Engineers, Inc.	99,076.29	Prof Svcs: Design - Grit Classifiers Replacement Project (payment, final), Nutrient Removal Alternatives Evaluation Project, January-February 2025 (payment #4 and #5) and Centrifuge Dewatering Project support, February 2025 (payment #3)
03/28/2025	Carollo Engineers, Inc.	4,944.00	Prof Svcs: Hydrogen Peroxide Facility Relocation Study (payment #1)
03/07/2025	Employment Development Department	15,780.13	State and SDI Taxes, PPE 03/01/2025
03/21/2025	Employment Development Department	15,572.68	State and SDI Taxes, PPE 03/15/2025
03/14/2025	IEDA, Inc.	994.52	Labor relations consulting, March 2025
03/03/2025	Lincoln Financial Group	3,021.33	Life insurance, March 2025
03/07/2025	MissionSquare Retirement Trust-457	1,550.00	Deferred compensation contributions, PPE 03/01/2025 (Note A)
03/21/2025	MissionSquare Retirement Trust-457	1,550.00	Deferred compensation contributions, PPE 03/15/2025 (Note A)
03/07/2025	Nationwide Retirement	30,041.05	Deferred compensation contributions, PPE 03/01/2025 (Note A)
03/21/2025	Nationwide Retirement	30,041.05	Deferred compensation contributions, PPE 03/15/2025 (Note A)
02/19/2025	Navia Benefit Solutions	600.00	Monthly minimum fee, November-December 2024 and February 2025
03/07/2025	Navia Benefit Solutions	782.76	Flexible spending account, PPE 03/01/2025
03/21/2025	Navia Benefit Solutions	782.76	Flexible spending account, PPE 03/15/2025
03/07/2025	Public Agency Retirement Svcs	403.14	Retirement pension contribution: Part-time employees, PPE 03/01/2025
03/21/2025	Public Agency Retirement Svcs	928.76	Retirement pension contribution: Part-time employees, PPE 03/15/2025
03/04/2025	Retiree Medical Benefits	13,357.05	Reimbursement for retiree health benefits, March 2024
03/07/2025	SEIU Local 1021	1,177.41	Union dues, PPE 03/01/2025
03/21/2025	SEIU Local 1021	1,177.41	Union dues, PPE 03/15/2025
03/21/2025	Synagro West, Inc	39,710.00	Biosolids transports, December 2024 and February 2025
03/03/2025	Vision Service Plan (CA)	1,839.52	Vision insurance, March 2025
<b>TOTAL - ACH</b>			<b>472,893.02</b>

**Board Member Compensation:**

Central Marin Sanitation Agency  
 Schedule 1a - Operating Account Disbursements Register  
 For the Month of March 2025

Number	Date	Vendor/Payee	Amount	Description
	<b>Date</b>	<b>Vendor/Payee</b>	<b>Amount</b>	<b>Description</b>
	03/21/2025	Eli Beckman	225.00	Stipend for 03/11/25 CMSA Commission Meeting
	03/21/2025	Michael Boorstein	225.00	Stipend for 03/07/25 NBWA Board Meetings
	03/07/2025	Thomas Gaffney	225.00	Stipend for 02/20/25 JPA Ad Hoc Committee meeting
	03/07/2025, 03/21/2025	Dean DiGiovanni	450.00	Stipend for 02/20/25 JPA Ad Hoc Committee meeting and 03/11/25 CMSA Commission meeting
	02/21/2025	Doug Kelly	225.00	Stipend for 03/11/25 CMSA Commission Meeting
	03/21/2025	Mary Sylla	225.00	Stipend for 03/11/25 CMSA Commission Meeting
<b>TOTAL - BOARD MEMBER COMPENSATION</b>			<b>1,800.00</b>	

<b>GRAND TOTAL</b>	<b>1,329,315.47</b>
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Notes:

A: Not an Agency Expense. Expense funded through Payroll deduction.

B: Not an Agency Expense. CMSA will be reimbursed for this expense.

**CENTRAL MARIN SANITATION AGENCY  
SCHEDULE 2 - CAPITAL RESERVES ACTIVITY SCHEDULE**

**Year-to-Date as of the Month Ended March 31, 2025**

	Monthly Amounts Received (Used)	YTD Amounts Received (Used)
<b>Restricted Capital Reserves Sources and Uses</b>	<u>                    </u>	<u>                    </u>
Capacity charges revenue	\$ -	\$ 478,843
Debt coverage collection revenue	-	1,099,604
Total restricted capital reserve funding sources	<u>-</u>	<u>1,578,447</u>
Capacity charges usage for capital (1st)	-	(478,843)
Debt coverage usage for capital (2nd)	(25,874)	(1,099,756)
Total restricted capital reserve uses	<u>(25,874)</u>	<u>(1,578,599)</u>
Net change		(152)
Balance - beg of year		1,125,252
Balance - end of month/year		<u>\$ 1,125,100</u>
<b>Unrestricted Capital Reserves Sources and Uses</b>		
Capital fee revenue	\$ -	\$ 988,035
Cal Recycle grant proceeds received	-	761,195
Unrestricted operating-reserve-transfer-in	-	-
Total unrestricted capital reserve funding sources	<u>-</u>	<u>1,749,230</u>
Capital fee usage to fund CIP (3rd)	(50,781)	(832,083)
Unrestricted capital reserve draw (4th)	-	(440,134)
Unrestricted operating-reserve-transfer-out	-	(1,000,000)
Total unrestricted capital reserve uses	<u>(50,781)</u>	<u>(2,272,217)</u>
Net change		(522,987)
Balance - beg of year		15,101,478
Balance - end of year		<u>\$ 14,578,492</u>
<b>Total capital reserve balances</b>		<u>\$ 15,703,592</u>
<b>Total approved CIP budget</b>		\$ 10,434,562
<b>Total CIP funded from capital reserve sources</b>		(2,850,816)
<b>Total approved capital budget remaining</b>		<u>\$ 7,583,746</u>





**BOARD MEMORANDUM**

April 3, 2025

To: CMSA Commissioners and Alternates

From: Nicholas Talbot, Treatment Plant Manager

Approved: Jason Dow, General Manager

**Subject: March 2025 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report**

**Recommendation:** Accept the March 2025 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

**I. NPDES Permit Compliance**

NPDES permit testing for March demonstrated the treatment plant effluent was in compliance with all permit limits. The Monthly Compliance Summary Table shows the results by permitted parameter, the sample’s frequency, the sample results, and the permit limit. CMSA’s NPDES permit specifies monitoring the six-week rolling geometric mean of enterococcus bacteria which shall be calculated weekly. The rolling enterococcus geometric mean was 15.8 MPN, which is significantly lower than the permit limit of 255 MPN. The average ammonia concentration for the month was 28.0 mg/L, which is less than the monthly limit of 60 mg/L.

**II. Influent and Effluent Flows**

In March, 3.08 inches of rainfall was measured by the Agency’s on-site rain gauge. There were zero blend events recorded. Table 1 summarizes CMSA’s daily influent and effluent flows. Table 2 provides the daily average and total monthly influent flows for the CMSA treatment plant and its satellite collection agencies.

**Table 1: CMSA Influent and Effluent Flow Summary (MGD)**

Flow Location	Daily Maximum	Hourly Maximum	5 Minute Maximum	Daily Average
Influent	22.06 MGD	28.52 MGD	36.27 MGD	13.16 MGD
Effluent	19.76 MGD	26.50 MGD	29.07 MGD	11.04 MGD

**Table 2: Satellite Collection Agency and Total Flow Summary**

Flow Type	SRSD	RVSD	SD2	San Quentin	CMSA Totals
Average Daily (MGD)	4.89 MGD	6.41 MGD	1.22 MGD	0.64 MGD	13.16 MGD
Total for Month (MG)	151.72 MG	198.82 MG	37.93 MG	19.34 MG	407.81 MG
Percent of Flow	37.2%	48.8%	9.3%	4.7%	100%

### **III. Treatment Process**

A break from heavy rains in March provided operations staff the opportunity to focus on maintenance and process improvements. Upgrades were made to the facility process waste sump, which receives a large portion of internal wastewater from the solids handling building, including centrate, a nutrient-rich waste stream generated from centrifuge dewatering operations. Staff replaced the basic on & off pump control sequencing system with variable frequency drives (VFD's), allowing the pumps to run at controlled speeds and associated flows. This VFD pumping setup provides smoother, more consistent nutrient loading back to the headworks, improving treatment stability in preparation for upcoming nutrient removal requirements. In response to a "No Flow" alarm on the Digester No. 2 ferric pump, operators cleared a plug at the injection point of the digester, and placed the pump back in service. At the Organic Waste Receiving Facility, mixing issues were resolved after maintenance staff replaced worn impellers, cutters, and seals on the recirculation pumps. Operations also supported the rebuild of Biotower Recirculation Pump No. 4. The pump was fitted with new bearings, seals, and a shaft sleeve, restoring it to full operating condition. Staff contributed to the development and forecasting of the FY 2026 and FY 2027 operations and maintenance budgets, including projections for chemical usage, utility costs, and process control supplies. Staff also assisted with updating the 10-year Capital Improvement Program by identifying future infrastructure needs that align with the Agency's strategic planning goals and facility master plan.

The Mixed Liquor Suspended Solids inventory averaged 815 mg/l, which aligned with the target Mean Cell Residence Time of 3.0 days. The sludge volume index (SVI), which measures the secondary sludge settleability, averaged 134 mL/g, below the Agency's KPI of 175 mL/g. Graph #4 shows the TSS, a good indicator of effluent quality. The TSS monthly average was 7.8 mg/l, which is 52.0% of the Agency's KPI of 15 mg/l and 26.0% of the permit's monthly average limit of 30 mg/l.

### **IV. Maintenance Activities**

In March, the cogeneration system supplied 99.2% of the Agency's power, with MCE providing the remainder (Graph #8). Maintenance focused on both corrective and preventative work. A failed sample pump in the polishing vault was replaced along with an exhaust fan motor in the boiler room. Staff continued fabricating and installing stainless-steel bases for primary sludge pumps, replacing the original corroded steel bases.

The Jenbacher engine shutdown due to a low jacket water pressure alarm. A coolant leak was traced to the engine block where staff determined an O-ring had failed. Staff drained the coolant, replaced the gasket and O-ring, refilled with coolant, and returned the engine to service.

Planned improvements included the removal of mechanical selector switches from the "head" and "end" chlorine contact tanks chlorine analyzers. These systems are now fully integrated and controlled exclusively through SCADA for improved automation. Electrical and instrumentation staff completed annual calibrations and accuracy checks for flowmeters at SD2 Pump Stations - Fifer, Paradise, Village, and Trailer Ct. San Quentin Pump Station and the SRSD and RVSD influent meters were also calibrated. All meters were confirmed to be within factory specifications.

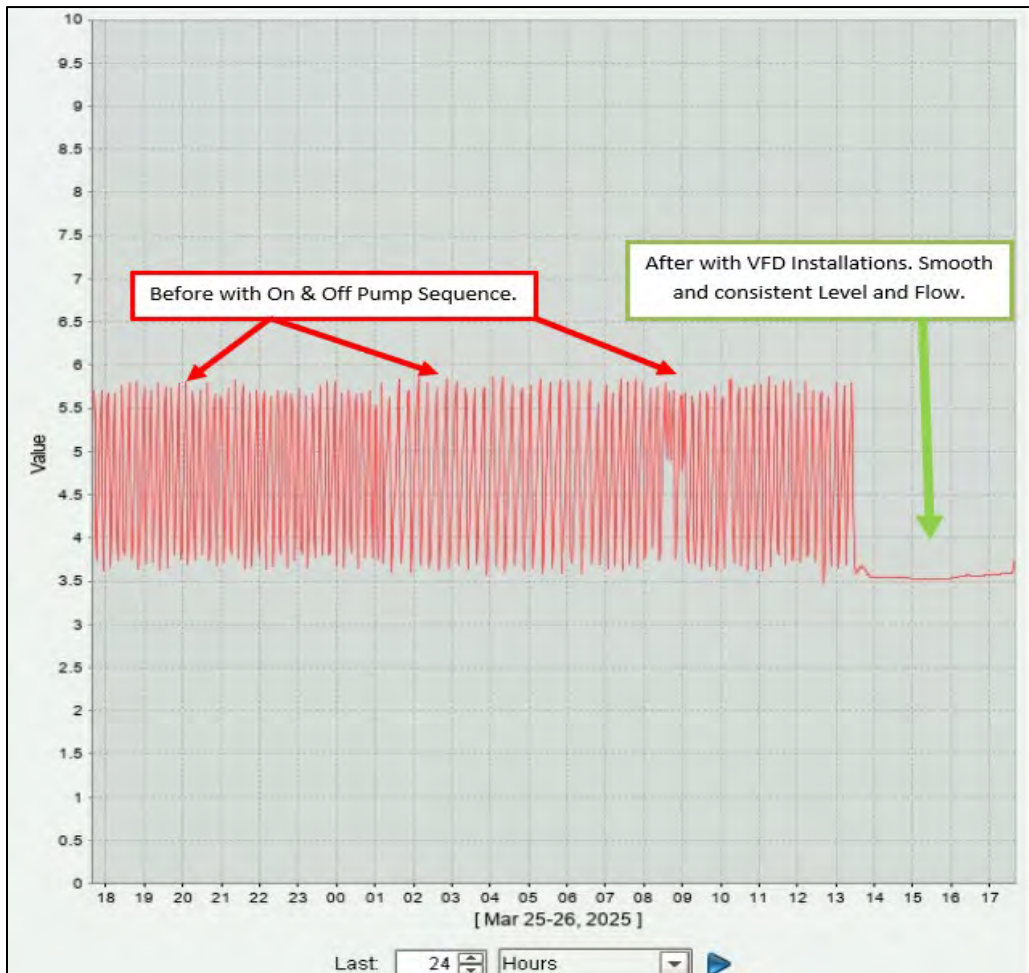
#### **Attachment:**

- March 2025 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

# NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

March 2025

## New Process Waste Sump VFD Installations





**Monthly Compliance Summary Table**

**Central Marin Sanitation Agency**

**March, 2025**

**Final Effluent Monitoring**

Parameter	Limit Type	NPDES Monitoring Frequency	CMSA Monitoring Frequency	Results	Units	Limit
Carbonaceous Biochemical Oxygen Demand (cBOD)	Weekly Maximum Average	1/Week	3/Week	9.0	mg/L	Maximum 40
	Monthly Average	1/Week	3/Week	8.0	mg/L	Maximum 25
cBOD Removal	Monthly Average	1/Week	3/Week	95	%	Minimum 85
Total Suspended Solids (TSS)	Weekly Maximum Average	2/Week	3/Week	8.7	mg/L	Maximum 45
	Monthly Average	2/Week	3/Week	7.8	mg/L	Maximum 30
TSS Removal	Monthly Average	2/Week	3/Week	95	%	Minimum 85
Chlorine Residual	Hourly Maximum	Continuous	Continuous	ND	mg/L	Maximum 0.56
Ammonia	Monthly Average	2/Month	1/Week	28.0	mg/L	Maximum 60
	Daily Maximum	2/Month	1/Week	38.0	mg/L	Maximum 120
pH	Instantaneous	Continuous	Continuous	6.7	SU	Minimum 6
	Instantaneous	Continuous	Continuous	7.2	SU	Maximum 9
<b>Bacteriological Analysis</b>						
Enterococcus	6-Week Geomean	2/Week	3/Week	15.8	MPN/100mL	Maximum 255
	10% Maximum	2/Week	3/Week	35.0	MPN/100mL	Maximum 1,055
<b>Metals Analysis</b>						
Copper	Daily Maximum	Monthly	Monthly	12.0	ug/L	Maximum 84
	Monthly Average	Monthly	Monthly	12.0	ug/L	Maximum 48
Cyanide	Daily Maximum	Monthly	Monthly	J1.2	ug/L	Maximum 37
	Monthly Average	Monthly	Monthly	J1.2	ug/L	Maximum 21
<b>Semiannual and Quarterly Analysis</b>						
Mercury	Weekly Average	Quarterly	Quarterly	0.0065	ug/L	Maximum 0.072
	Monthly Average	Quarterly	Quarterly	0.0065	ug/L	Maximum 0.066
	Annual Load	Quarterly	Quarterly	0.035	kg/yr	Maximum 0.11
Chronic Toxicity (EFF-002)	Pass/Fail	Semiannual	Semiannual	*	Pass/Fail	Pass Minimum
	Effect	Semiannual	Semiannual	*	%	50% Maximum
Chronic Toxicity (SUR-001)	Pass/Fail	Semiannual	Semiannual	*	Pass/Fail	Pass Minimum
	Effect	Semiannual	Semiannual	*	%	50% Maximum
<b>Permit Analysis</b>						
Dioxin - TEQ Sum	Daily Maximum	1/Permit	1/Permit	*	ug/L	Maximum 2.8E-08
	Monthly Average	1/Permit	1/Permit	*	ug/L	Maximum 1.4E-08
PCB Aroclor Sum	Sum	1/Permit	1/Permit	*	ug/L	Maximum 0.012

\* Monitoring Not Required This Month ND = None Detected X = Data not available at report time J = Detected but not Quantified



## Glossary of Terms

### NPDES Permit Compliance Summary Table

- **Ammonia:** We analyze the final effluent for ammonia due to its toxicity to aquatic organisms and potential for providing nutrients to algae in the San Francisco Bay. The permit has a maximum daily limit of 110 mg/L and a monthly average limit of 60 mg/L.
- **Carbonaceous Biochemical Oxygen Demand (cBOD):** The amount of dissolved oxygen needed by microorganisms (biomass) to reduce organic material in the effluent. Effluent permit limits require removal of 85% influent cBOD, a monthly average of concentration of less than 25 mg/L cBOD and a weekly average concentration of less than 40 mg/L.
- **Chlorine Residual:** The secondary effluent is disinfected with hypochlorite (chlorine), and then the residual chlorine is neutralized with sodium bisulfite to protect the Bay environment. The final effluent chlorine residual hourly average limit is 0.56 mg/L, which is monitored continuously.
- **Chronic Bioassay:** A 7-day test of *Mysida* shrimp's exposure to final effluent in a static renewed tank to determine their survivability. The permit requires that we maintain a less than a 50 percent survival effect.
- **Copper:** Our permit requires monitoring of the final effluent for a variety of different metals and has limits for Copper and Mercury. The Copper monthly average limit is 48 ug/L, and the daily maximum limit is 84 ug/L. The remaining metals are monitored only.
- **Cyanide:** A byproduct of potential source control activities and is also a by-product of the disinfection process, and our permit requires monthly sampling and analysis. The Cyanide monthly average limit is 21 ug/L, and the daily maximum limit is 37 ug/L.
- **Dioxin:** Our permit requires monitoring of 17 dioxin-like compounds once per permit cycle. It has a limit for the weighted sum of these 17 dioxin compounds, referred to as the Dioxin Toxic Equivalency (TEQ). The Dioxin TEQ monthly average limit is 0.014 pg/L and daily maximum limit is 0.028 pg/L.
- **Enterococcus:** Enterococcus bacteria are the indicator organisms for the determination of the effectiveness of the disinfection process. The Enterococcus six-week rolling geometric mean limit is 255 MPN/100mL and the Enterococcus 10 percent monthly maximum limit is 1,055 MPN/100mL.
- **pH:** pH is a measurement of acidity, with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our effluent pH must stay within the range of 6.0 to 9.0, which we monitor continuously.
- **Mercury:** Our permit requires monitoring of the final effluent for a variety of different metals, and has limits for Copper and Mercury. The Mercury monthly average limit is 0.066 ug/L, the weekly average limit is 0.072 ug/L, and the annual average loading limit is 0.11 kg/yr. The remaining metals are monitored only.
- **Total Suspended Solids (TSS):** Measurement of suspended solids in the effluent. Our permit requires removal at least 85% of the influent TSS, and that the effluent limit is less than 45 mg/L as a weekly average and less than 30 mg/L as a monthly average.





## EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA

March 2025

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

### PRIMARY CLARIFIER PERFORMANCE

Total Suspended Solids (TSS) in:	270.0	mg/l	<i>Expected removal efficiencies as outlined in Metcalf &amp; Eddy Wastewater Engineering Manual.</i>
TSS out:	64.9	mg/l	
Percent Removal Achieved:	76.0	%	<b>Design 50-70% Removal</b>
Total Biochemical Oxygen Demand (BOD) in:	210.3	mg/l	
BOD out:	141.0	mg/l	
Percent Removal Achieved:	32.9%		<b>Design 25-40% Removal</b>
Plant Influent Flows:	13.2	MGD	

### SECONDARY SYSTEM PERFORMANCE

#### AERATION TANKS/ACTIVATED SLUDGE

Dissolved Oxygen set point:	2.3	mg/l
MLSS:	815	mg/l
MCRT:	3.0	Days
SVI:	134	

#### SECONDARY CLARIFIERS

WAS concentration:	5,080	mg/l
TSS out:	8.6	mg/l
Secondary System TSS Removal	86.7	%

#### FINAL EFFLUENT

Effluent TSS for the month:	7.8	mg/l	(Maximum Limit: 30mg/l)
Week #1 weekly average	7.7	mg/l	(Maximum Limit: 45mg/l)
Week #2 weekly average	8.0	mg/l	"
Week #3 weekly average	8.7	mg/l	"
Week #4 weekly average	7.8	mg/l	"
Week #5 weekly average	6.6	mg/l	"
Monthly average TSS removal efficiency through the plant:	95.0	%	(Minimum Limit: 85%)

Effluent CBOD:	8.0	mg/l	(Maximum Limit: 25mg/l)
Week #1 weekly average	6.5	mg/l	(Maximum Limit: 40mg/l)
Week #2 weekly average	8.5	mg/l	"
Week #3 weekly average	9.0	mg/l	"
Week #4 weekly average	7.8	mg/l	"
Week #5 weekly average	8.0	mg/l	"
Monthly average CBOD removal efficiency through the plant:	95.0	%	(Minimum Limit: 85%)

Disinfection Dosing Rate:	3.3	mg/l	monthly average
Ammonia Monthly Average:	28.0	mg/l	(Maximum 120)
Enterococcus six-week Geometric Mean:	15.8	MPN	(Maximum 255)
Enterococcus 10% Maximum:	35.0	MPN	(Maximum 1,055 MPN)
Effluent pH for the month:	Min	6.7	(Min 6.0)
	Max	7.2	(Max 9.0)

#### DIGESTER TREATMENT

Thickened Waste Concentration from the RDT:	5.99	%
Volatile Solids destroyed:	85.4	%
Cubic feet of biogas produced:	9,841,130 (Total)	317,456 (Daily Average)
Temperature of the digesters:	101.8	degrees Fahrenheit

**EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA**  
**March 2025**

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

**DEWATERING**

Centrifuge feed concentration:	2.4	%
Biosolids concentration:	26.3	%
TSS of the centrate:	123	mg/l
Centrifuge solids capture:	99.53	%
Polymer use per dry ton of biosolids:	18.73	#/dry ton
Polymer feed rate per run:	3.38	gpm
Concentration of the polymer batches:	0.328	%
Sludge feed rate per run:	50.4	gpm

**Comments:**

The treatment plant performed well, and all online equipment operated without incident.

**Graph #1:**

*Depicts the total influent flow (from all collection agencies) entering the treatment plant.*

The red graph line represents total influent flows; and the blue bars depict the CMSA rain gauge recordings for the month.

**Graph #2:**

*Depicts individual collection agency flows.*

The Y-axis is in the flow range of 0-20 MGD.

**Graph #3:**

*Depicts the enterococcus most probable number (MPN) results which are an indication of the performance of the disinfection system.*

One enterococcus value of 36.4 MPN was recorded on 3/3, but the 6-week geometric mean of 15.8 MPN for the month remained well below the Agency KPI of 35 MPN and permit limit of 255 MPN.

**Graph #4:**

*Depicts the total suspended solids in the effluent.*

Our monthly average was 7.8 mg/l versus our KPI of 15 mg/l and NPDES permit monthly average limit of 30 mg/l.

**Graph #5:**

*Depicts the effluent CBOD which is measuring the oxygen demand of the wastewater.*

The effluent CBOD average was 8.0 mg/l, below our NPDES limits of 40 mg/l weekly and 25 mg/l for the month. The effluent CBOD remained below the Agency KPI of 15 mg/l for the entire month.

**Graph #6:**

*Depicts the degree to which the biosolids have been dewatered.*

Our biosolids % concentration met or exceeded our KPI of 25% for most of the month. On one day, 3/17, biosolids % was below KPI at 24.9%. No dewatering operations were conducted on 3/9.

**Graph #7:**

*Depicts the amount of biogas that is produced in the digesters, measured by a flow meter, and then used to produce electricity.*

Biogas production averaged 317,456 cubic feet per day, above our monthly KPI of 200,000 cubic feet per day.

**Graph #8:**

*This graph depicts the amount of energy produced through cogeneration versus the energy purchased from MCE for Agency operations, and the green line represents power exported to the grid. The Agency exported 101,015 kWh in March.*

## Glossary of Terms Process Performance Data Sheet

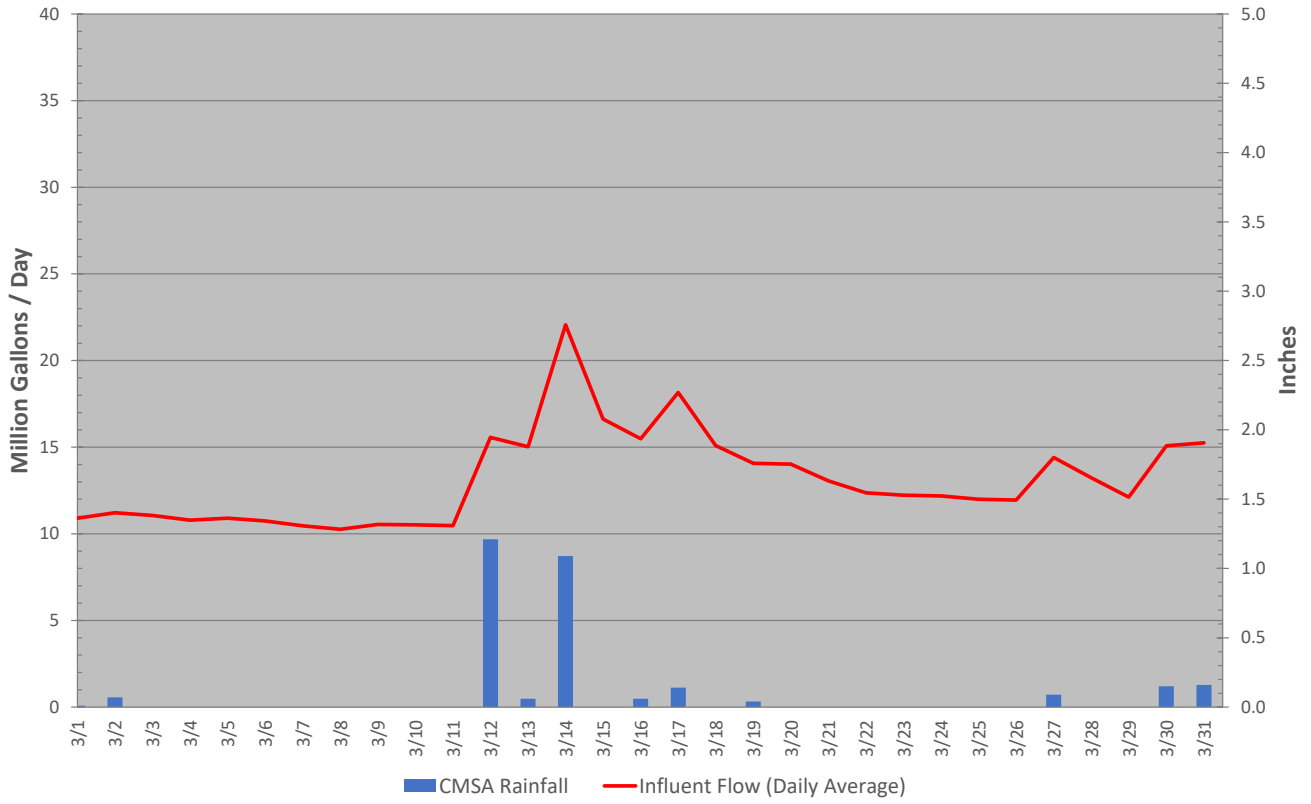
- **Aeration Tanks:** A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- **Anaerobic Digesters:** In the anaerobic digestion process, organic material removed in the primary and secondary clarifiers is digested by anaerobic bacteria. The end products are methane, carbon dioxide, water, stabilized organic matter, and some inorganic material.
- **Biosolids:** Anaerobically digested solids that are removed from the two digesters, dewatered, and then beneficially reused. Beneficial reuse may include landfill alternate daily cover (ADC), land application in the summer as a soil amendment and fertilizer, or converted into a liquid fertilizer for agricultural applications.
- **Biotower:** A biological treatment process, occurring after the primary clarifiers and before the aeration tanks, in which the wastewater trickles over a biomass-covered media. The biomass feeds on the dissolved and suspended solids in the wastewater.
- **Centrifuge:** Process equipment used to dewater biosolids prior to beneficial reuse.
- **Cogeneration System:** A system comprised of a dual-fuel engine coupled to an electric generator that is used to produce energy to power the Agency facilities. Fuels the system uses are methane biogas produced in the anaerobic digesters and, when biogas is not available, purchased natural gas. As well as generating electricity, the system supplies heat for plant processes and building heating.
- **Chlorine Contact Tanks (CCTs):** The final treatment process is disinfection and de-chlorination. The CCTs allow contact time for injected chlorine solution to disinfect the wastewater. Sodium bisulfite, the de-chlorination chemical, is introduced at the end of the CCTs to neutralize any residual chlorine to protect the San Francisco Bay environment.
- **Rotary Drum Thickener (RDT):** Waste activated sludge removed from the secondary clarifiers is thickened in rotary drum thickeners before being transported to the anaerobic digesters. Thickening removes some of the sludge's water content, to decrease hydraulic loading to the digesters.
- **Final Effluent:** After all the treatment processes are completed, the final effluent is discharged into to central San Francisco Bay through a 10,000-foot-long deep-water outfall.
- **Mean Cell Residence Time (MCRT):** An expression of the average time that a microorganism will spend in the secondary treatment system.
- **Mixed Liquor Suspended Solids (MLSS):** The liquid in the aeration tanks is called MLSS and is a combination of water, solids, and microbes. Suspended solids in the MLSS measured in milligrams per liter (mg/l).

- **Most Probable Number (MPN):** Concentrations, or number of colonies, of total coliform bacteria are reported as the “most probable number.” The MPN is not the absolute count of the bacteria but a statistical estimate of their concentration.
- **Polymer:** Polymer is added to digested sludge prior to dewatering to improve solids coagulation and water separation.
- **Primary Clarifier:** A physical (as opposed to biological) treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- **Return Activated Sludge (RAS):** The purpose of returning activated sludge (biomass) to the aeration tanks is to maintain a sufficient concentration of microbes to consume the wastewater’s dissolved solids.
- **Secondary Clarifiers:** Provides settling for the biomass after aeration. Most of the settled biomass is returned to the aeration tank as return activated sludge (RAS) and some is sent to the RDT unit as waste activated sludge.
- **Sludge Volume Index (SVI):** This is a calculation used to indicate the settling ability of the biomass in the secondary clarifiers.
- **Thickened Waste Activated Sludge (TWAS):** Waste activated sludge is thickened in the RDTs, and then the TWAS product is pumped to the digester for processing.
- **Volatile Solids:** Organic content of the wastewater suspended solids.
- **Waste Activated Sludge (WAS):** Biomass that is removed from the secondary clarifiers pumped to the RDTs for thickening.

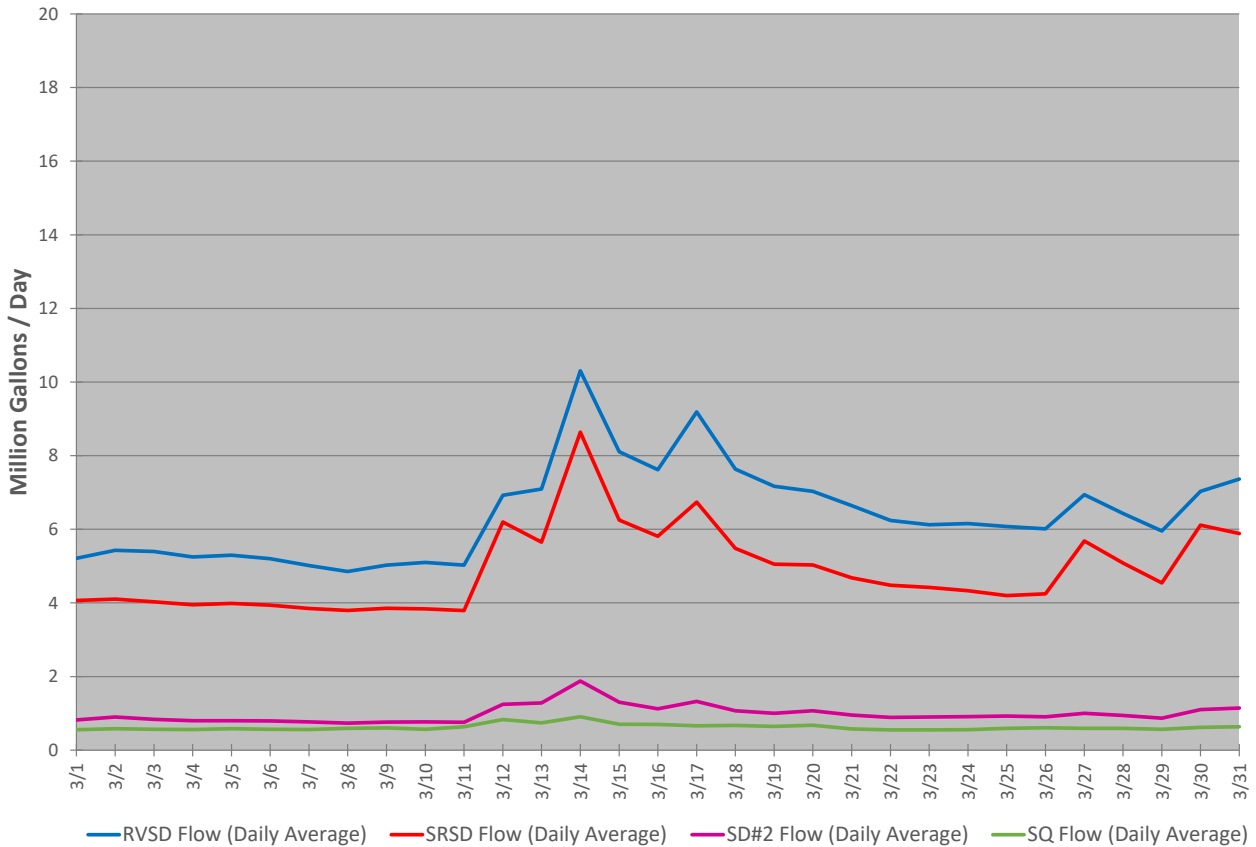
### Units of Measurement

- kg/month (Kilograms per Month): 1 kilogram = 2.205 lbs.
- KPI (Key Performance Indicators): The Agency’s process performance goals.
- Kwh (Kilowatt Hours): A unit of electric power equal to using 1 Kw for 1 hour.
- Milligrams per Liter (mg/L ): A measure of the concentration by weight of a substance per unit volume. For practical purposes, one mg/L is equal to one part per million (ppm).
- MPN/100mL (Most Probable Number per 100 milliliters): Statistical estimate of a number per 100 milliliters of a given solution.
- Percent by Mass (% by mass): A measure of the combined mass of a solute + solvent.
- Percent by Volume (% by vol): A measure of the volume of a solution.
- ug/L (Micrograms per Liter of Solution): Mass per unit volume.

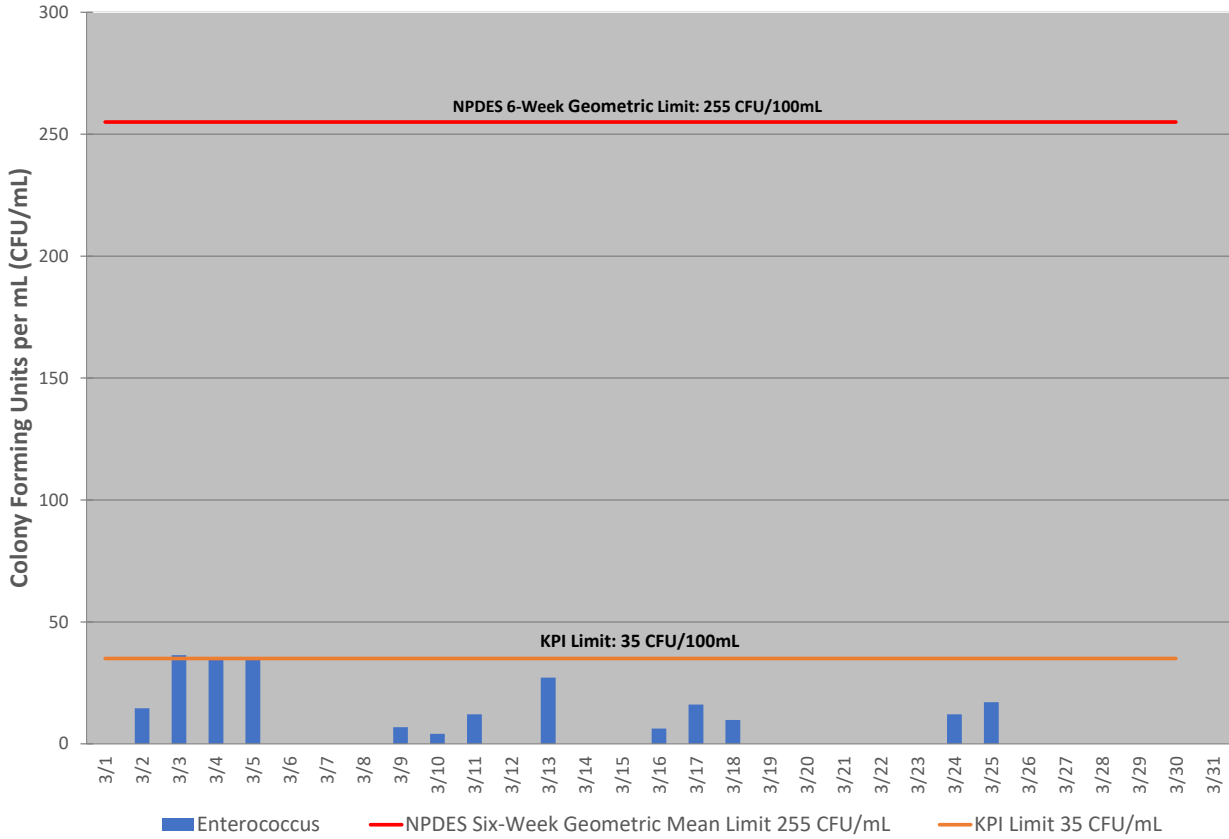
**Graph #1: CMSA Influent Flow and Rainfall**



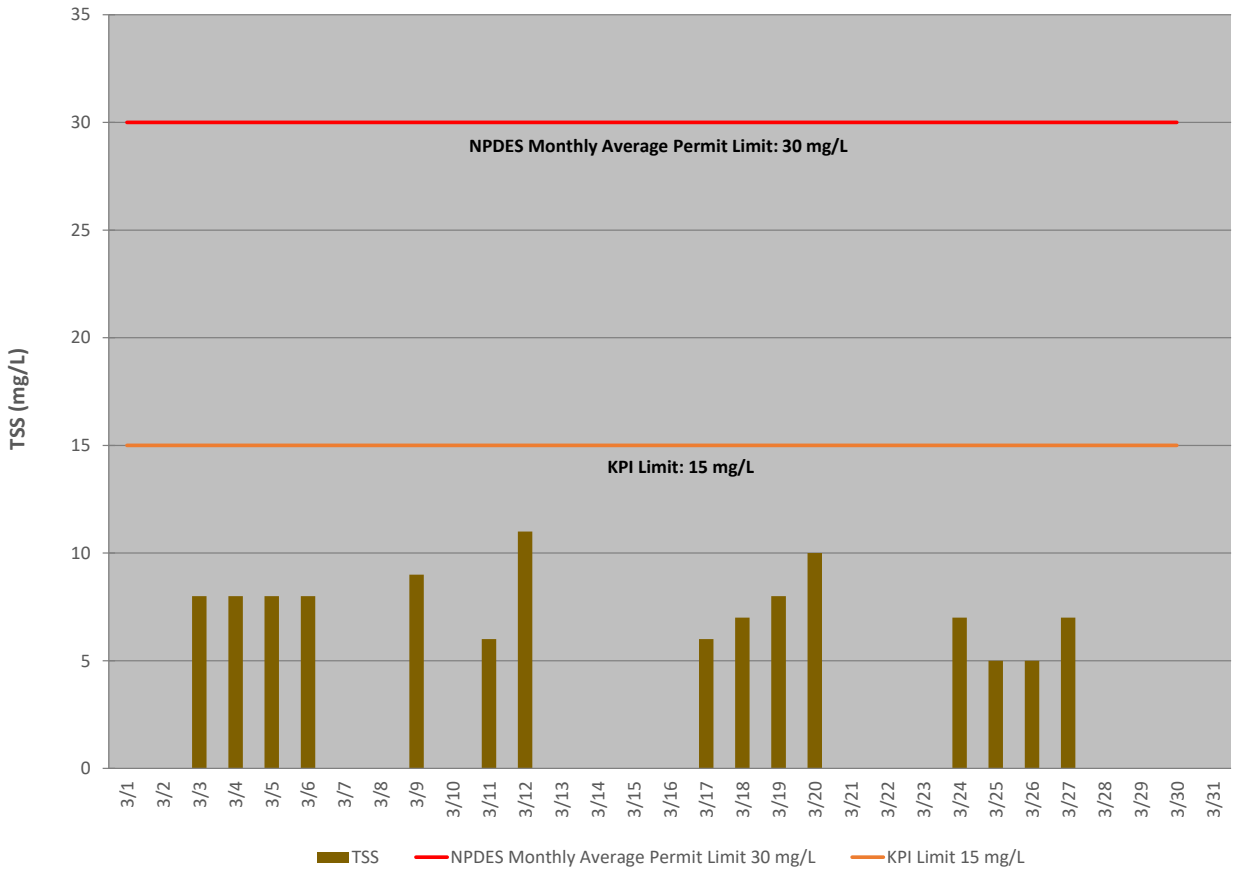
**Graph #2: Collection System Influent Flows**



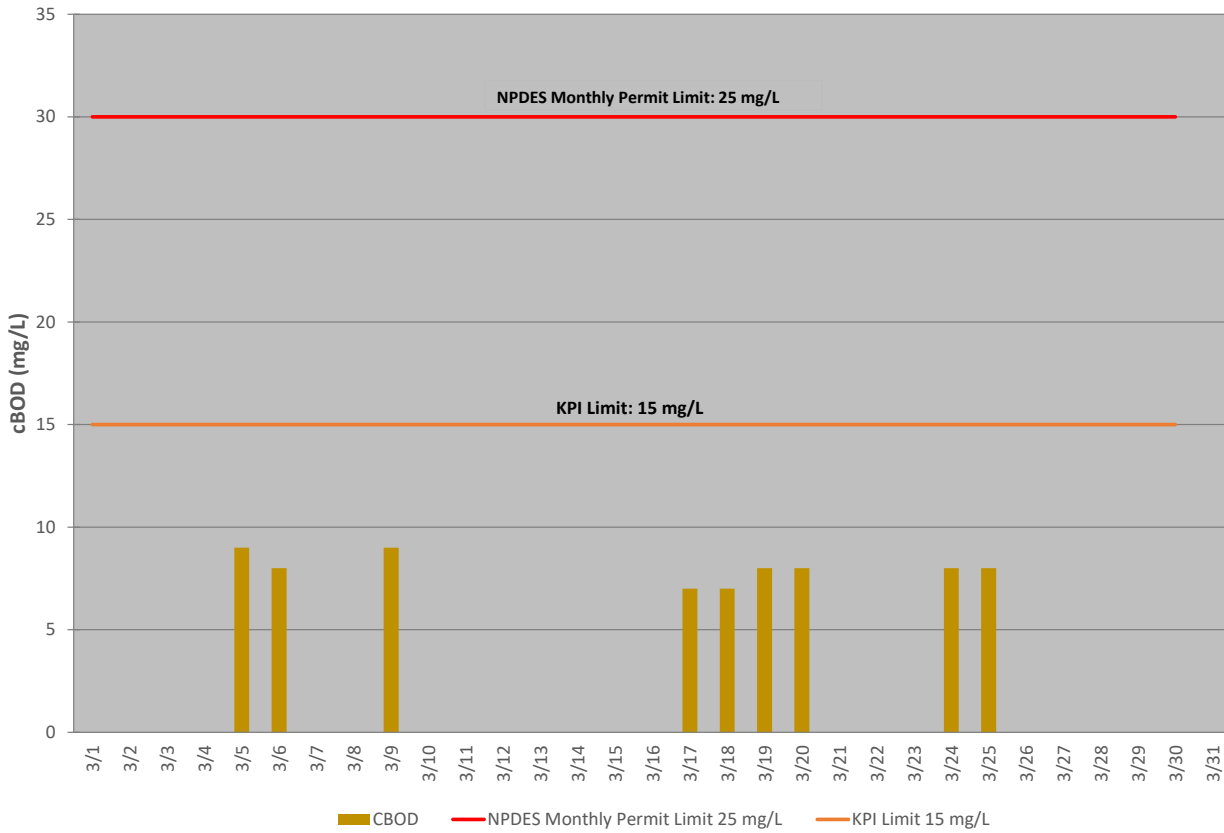
**Graph #3: Enterococcus**



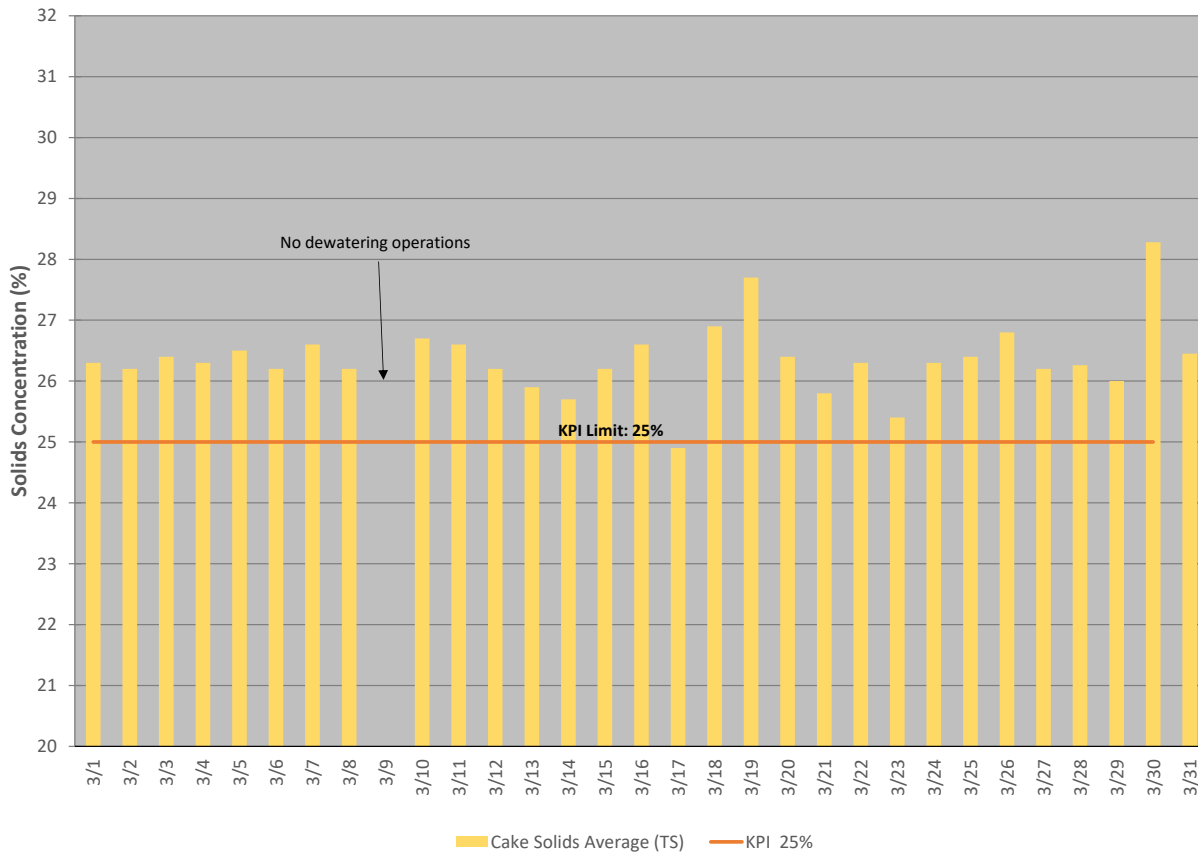
**Graph #4: Final Effluent Total Suspended Solids**



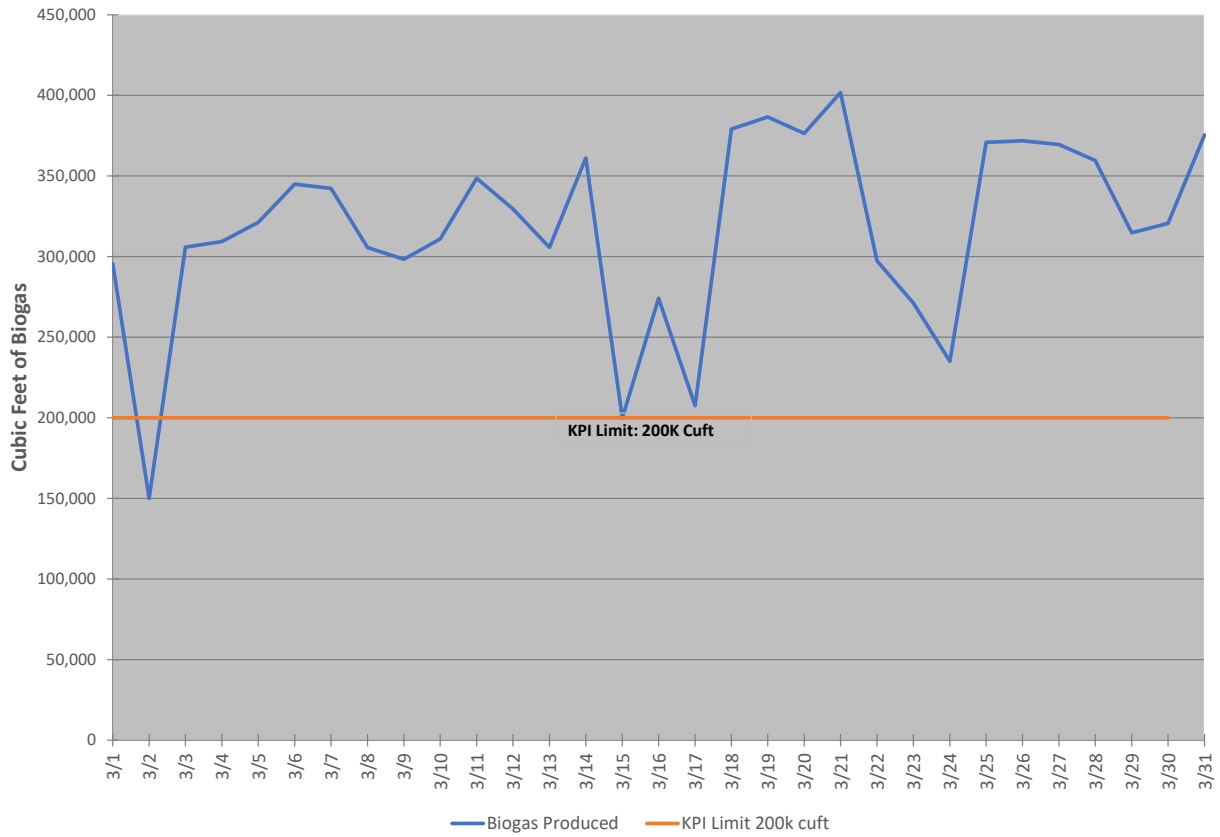
**Graph #5: Carbonaceous Biochemical Oxygen Demand (cBOD)**



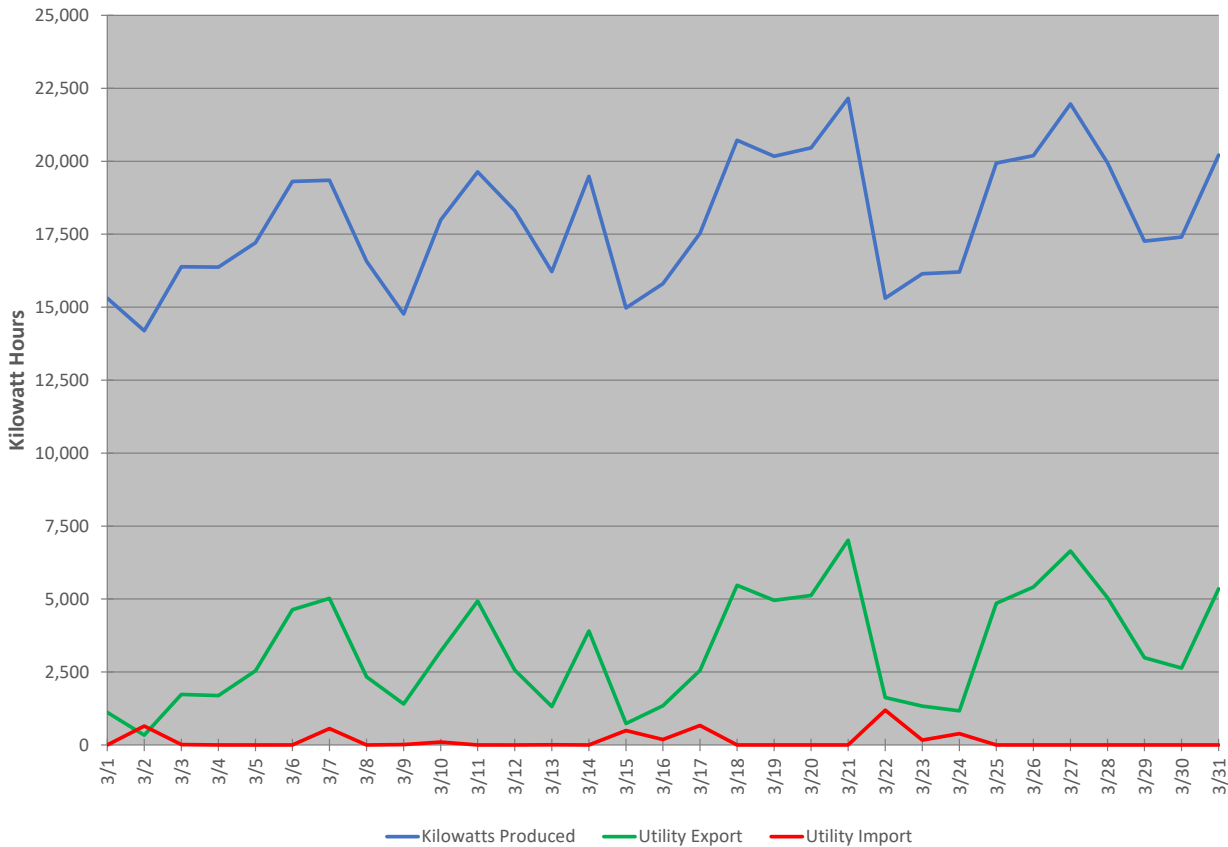
**Graph #6: Biosolids Solids Concentration**



### Graph #7: Biogas Production



### Graph #8: Power Distribution







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**BOARD MEMORANDUM**

April 3, 2025

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Performance Metric Reports – March 2025**

**Recommendation:** Accept the March 2025 Performance Metric Reports.

**Performance Summary:** The Agency’s performance in operations and maintenance activities, regulatory and environmental compliance, public education, and outreach met or exceeded, with a couple exceptions, all our metric goals/targets. Noteworthy metrics or variances are described below.

Table I – Treatment/Process Metrics

Final effluent quality was very good over the month, and with only minor rain events, several treatment facilities were brought off-line.

Due to the number of organic waste deliveries over the past several months, several of the Power Produced metrics (Item 8) continue to exceed their ranges, such as power produced from biogas and natural gas, power produced from biogas and delivered to MCE, and cogeneration system uptime.

The final effluent copper concentration increased to 12ug/L, decreasing the monthly removal rate to 63% which is below the 75% KPI (Item 5). This 12 mg/L concentration is well below the NPDES Permit monthly average limit of 49 ug/L and the daily maximum limit of 84 ug/L.

Table II – Employee Metrics

Training over the month included professional development training for several staff, and most employees attended Emergency Action Plan training and hands-on fire extinguisher use training. A few employees completed their virtual Harassment Prevention and Workplace Violence training; and electrical/instrumentation technician attended a Basic Electricity class, and the assistant maintenance supervisor attended a Leadership seminar.

The General Manager attended the annual CSRMA planning retreat in Santa Barbara to discuss the updated Risk Control Workplan, revisions of the CSRMA Vision Statement, pooled liability

program claims handling procedures, and strategies to address employment practice liability claims.

Table III – Public Outreach

Five odor notifications were posted to the Agency website, and there were no public odor complaints. All notifications were for draining primary clarifiers, aeration tanks, secondary clarifiers, and chlorine contact tanks on various days after rain events as influent flows subsided.

Monthly public education events may include staff attendance at public outreach events, school classroom and/or juggler show presentations, and Agency tours, as presented below.

Public Outreach Events

Date	Event	Attendees
3/3	North Bay Science Discovery Fair	500
3/29	Mill Valley Spring Fair	300

School Events – Juggler Show Presentations and Classroom Events

Rock Steady Juggling provides elementary school outreach presentations, and gave two presentations in March.

Date	School	Attendees
3/16	Saint Hillary School in Tiburon	150
3/22	Wade Thomas Elementary School in San Anselmo	360

CMSA Tours

Date	Group	Attendees
3/10	Marin Catholic High School	23
3/14	Marin Waldorf School	8

Table IV – Environmental and Regulatory Compliance Metrics

There were no final effluent or air permit exceedances during the month.

**Attachment:**

- March 2025 Performance Metric Report

TABLE I - TREATMENT/PROCESS METRICS

Metric	Definition	Measurement	Range/Target/Goal
<b>1) Wastewater Treated</b>	Volume of wastewater influent treated in million gallons (Mg); <i>Year to date in billion gallons (Bg)</i>	407.8 Mg; 1.44 Bg	165 – 820 Mg/month
<b>2) Recycled Water Use</b>	Volume of recycled water produced and used on-site, in million gallons (Mg) Volume delivered at the truck fill station, in thousand gallons (Kg)	26.0 Mg 35.4 Kg	25 - 40 Mg variable
<b>3) Biosolids Reuse</b>	Reuse at the Redwood Landfill, in wet tons (wt) Fertilizer and soil amendment at land application sites, in wet tons (wt) Bio-Fertilizer production at the Lystek facility, in wet tons (wt)	315.0 wt 0 wt 157.5 wt	360 – 665 wt
<b>4) Conventional Pollutant Removal</b>	Removal of the conventional NPDES pollutants - Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD) a. tons of TSS removed; % TSS removal b. tons of BOD removed; % BOD removal <i>(a) BOD data for January 27-29, 2025, were not available at time of report generation.</i>	243 tons; 95% 239 tons; 95%	> 85% > 85%
<b>5) Priority Pollutants Removal</b>	Diversion of priority NPDES metals from discharge to the San Francisco Bay: a. % Mercury, for current quarter b. % Copper	82 % 63 %	88 – 99% 75 – 90%
<b>6) Total Inorganic Nitrogen</b>	Total Inorganic Nitrogen in final effluent (Permitted May – September) a. % of Monthly Total Limit b. May – September rolling monthly average	N/A N/A	<100% <1300 kg
<b>7) Biogas Production</b>	Biogas generated in our anaerobic digesters, in million cubic feet (Mft <sup>3</sup> ) Natural gas equivalent of the biogas, in million cubic feet (Mft <sup>3</sup> )	9.84 Mft <sup>3</sup> 6.29 Mft <sup>3</sup>	7.0 - 10.5 Mft <sup>3</sup> 4.5 - 6.7 Mft <sup>3</sup>
<b>8) Power Produced</b>	Power produced from cogeneration of biogas and purchased natural gas - in kilowatt hours. (kWh) Power produced from cogeneration of biogas and delivered to the MCE Cogeneration system runtime on biogas, <i>in hours (hrs.); % time during month</i> Agency power demand supplied by renewable power, % Cogeneration system uptime, <i>in hours; % time during month</i> Biogas value (natural gas cost equivalent).	557,553 kWh  101,015.3 kWh 687.08 hrs; 92.3% 88.0% 741.72 hrs; 99.6% \$77,437	380 - 480,000 kWh  40,000 - 70,000 kWh 600 hrs; 80% 80 - 100% 650 hrs; 87% \$30,000 - \$60,000
<b>9) Efficiency</b>	The cost to operate and maintain the treatment facilities per million gallons of wastewater treated, in dollars per million gallons. (\$/Mg) Energy used, kilowatt hours, per million gallons treated. (kWh/Mg)	\$2,710/Mg  1,378 kWh/Mg	\$2,500 - \$5,400/Mg (wet - dry) 670 - 2,400 kWh/Mg

## CMSA CY24 PERFORMANCE METRICS – March 2025

**Table II – EMPLOYEE METRICS**

Metric	Definition	Measurement	Target/Goal
<b>1) Employee Training</b>	Hours of internal training – safety, virtual, project, vendor, etc. Hours of external training – employment law, technical, regulatory, etc.	Internal = 156.25 External = 48.5	variable
<b>2) Work Orders</b>	Preventative maintenance (PM) labor hours Planned corrective maintenance (CM) labor hours; % of CM+UCM hrs. Unplanned corrective maintenance (UCM) labor hours; % of CM+PM hrs. Ratio of PM to total corrective maintenance (CM + UCM);	820.25 hrs 678.25 hrs (99.3%) 5.0 hrs (0.3%) 1.20	800 - 1,100 hrs ≥ 70% total CM hrs ≤ 30% total hours ≥ 0.45
<b>3) Overtime Worked</b>	Monthly hours of overtime worked; <i>Year to date hours of overtime</i> % of regular hours worked; % <i>Year to date</i>	117.75 hrs; (349 hrs) 1.0%; (1.3%)	< 5%
<b>4) Internship Program</b>	Number of high school and college student interns work hours; <i>Year to date hours</i>	318.5 hrs; (452.5 hrs)	Variable

**Table III- PUBLIC OUTREACH**

Metric	Definition	Measurement	Target/Goal
<b>1) Public Education Events</b>	Attendance at public education outreach events; # of booth visitors; <i>(YTD)</i>	800; (800)	3,000/year
<b>2) School Events</b>	Participation or sponsorship in school outreach events; attendees; <i>(YTD)</i>	606; (1,408)	variable
<b>3) Agency Tours</b>	Tours given to students and the public; # of people, <i>(YTD)</i>	31; (97)	variable
<b>4) Odor Notifications</b>	Number of odor alerts posted to the Agency website	5	1-10
<b>5) Odor Complaints</b>	Number of odor complaints received from the public	0	0

## CMSA CY24 PERFORMANCE METRICS – March 2025

**Table IV - ENVIRONMENTAL AND REGULATORY COMPLIANCE METRICS**

Metric	Definition	Measurement	Range/Target/Goal
<b>1) Permit Exceedances</b>	# of NPDES permit exceedances # of BAAQMD permit exceedances	0 0	0 0
<b>2) Regulatory Analyses</b>	# of analyses by the CMSA laboratory for NPDES, stormwater, and biosolids regulatory compliance monitoring and reporting.	315	200-500
<b>3) Process Control Analyses</b>	# of analyses by the CMSA laboratory for process control monitoring	984	400-900
<b>4) Contract Laboratory Analyses</b>	# of analyses by contract laboratories for regulatory compliance reporting, and source control program monitoring.	63	25-150
<b>5) Quality Control Testing</b>	# of CMSA performed laboratory analyses for QA/QC purposes.	1,311	500-1,500
<b>6) Water Quality Sample Analyses</b>	# of ammonia, total and fecal coliform, enterococcus, and/or sulfide analyses performed for the CMSA member agencies, and occasionally source control monitoring analyses.	86	50-500
<b>7) Source Control Inspections</b>	Inspections of industrial and commercial businesses in the Agency’s and LGVSD’s source control programs and Novato Sanitary District’s Mercury Reduction Program – 188 businesses and 97 dental offices.	18	10-30
<b>8) FOG Program Inspections</b>	Inspections of food service establishments (FSEs) in the Almonte, TCSD, SD2, RVSD, SRSD, and LGVSD service areas – approx. 343 FSEs are regulated.	46	30 – 50
<b>9) Permits Issued/Renewed</b>	Permits issued for the source control programs – pretreatment, pollution prevention, food service establishments, and ground water discharge.	3	variable





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**BOARD MEMORANDUM**

April 3, 2025

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Revised Administrative Policies on Employee Computer Purchase Assistance (#54), Carpool/Alternate Commute Incentive (#55), and the Commuter Cash Reimbursement (#56) Programs.**

**Recommendation:** Approve the revised Administrative Policies #54, #55, and #56.

**Discussion:** CMSA has Personnel, Financial, Administrative, and Safety Policy Manuals, and management staff periodically review and revise policies and procedures in each manual. In November 2024, staff began the process to review and update the Administrative Policy Manual, which is comprised of 51 general, financial, human resources, contract administration, safety, security, and information technology policies and procedures. Many of the policies are Board approved, and staff plan to bring these individually to Board, after they are updated by staff, for consideration of approval.

Over the past several months, the Board has approved revised policies for Disposal of Surplus Assets (#3), Cost Savings Award Program (#8), Beneficial Use of Agency Products (#11), Use of Board/Conference Room by Outside Organizations (#12), Filming and Photographing on Agency Property (#13), Internship Program Guidelines (#14), and Travel Expense Reimbursement (#35). Proposed revisions to the policies are either minor or editorial, and are shown in the attachments in red text.

**Attachments:**

- 1) Administrative Policy #54: *Employee Computer Purchase Assistance Program*
- 2) Administrative Policy #55: *Carpool/Alternate Commute Incentive Program*
- 3) Administrative Policy #56: *Commuter Cash Reimbursement*





<b>POLICY/PROCEDURE #:</b>	<b>54</b>
<b>SECTION:</b>	<b>ADMINISTRATIVE – HUMAN RESOURCES</b>
<b>SUBJECT:</b>	<b>Employee Computer Purchase Assistance Program</b>
<b>DATE:</b>	<b>4/9/2025</b> <i>(Board approved)</i>

**PURPOSE**

To assist employees with purchasing a home computer, job related software, and authorized accessories.

**ELIGIBILITY**

Any employee who has completed their initial probationary period of employment.

There is no limit on the number of loans to which each employee can apply for during their employment at CMSA. However, there is a waiting period of 12 months between each loan as measured from the final loan installment payment.

**LOAN AMOUNT**

Minimum of \$250.00, maximum of \$1,750.00 per loan.

**LOAN TERMS**

- Loans are available for the purchase of ~~a single personnel~~ computer ~~or tablet, and software applications used to develop job specific skills.~~ equipment
- ~~Scanners, printers, or other equipment may be eligible for reimbursement if they are directly associated with work activities of job requirements.~~
- Loans are interest-free.
- Minimum loan payment of \$25 per pay period through payroll deduction.
- Maximum loan repayment period of 52 pay periods (2 years).
- In the event an employee separates from the Agency, finance staff will request that the employee provide written authorization for CMSA to deduct the remaining loan balance from their final payroll check.

**PROCEDURE**

- I. Employees interested in applying for a computer loan must fill out the program specific Request for Financing form, available in the S/Lib-Forms and Templates/Staff Forms/[Computer Purchase Loan Agreement](#) ~~directory~~.

- II. The employee must submit the completed Request for Financing form and a copy of the computer purchase receipt to the Administrative Services Manager (ASM).
- III. If the Request for Financing is approved, the ASM will forward it to finance staff to prepare the Installment Note for the employee to execute.
- IV. After the employee has executed the Installment Note, finance staff will prepare a reimbursement check for the approved loan amount.
- V. The employee will receive a copy of the Installment Note with the reimbursement check.

The Board of Commissioners reserves the right to terminate or modify the program. In the event the Board terminates the program, no new loans will be issued. Should this program be terminated, any employee with an outstanding loan will continue to make loan repayments until they satisfy the terms and conditions in the Installment Note.

<b>POLICY/PROCEDURE #:</b>	<b>55</b>
<b>SECTION:</b>	<b>ADMINISTRATIVE – HUMAN RESOURCES</b>
<b>SUBJECT:</b>	<b>Carpool/Alternate Commute Incentive Program</b>
<b>DATE:</b>	<b>4/9/2025</b> <i>(Board approved)</i>

### **PURPOSE**

To provide a Carpool/Alternate Commute Incentive Program that encourages and supports Agency employees using alternatives to single-occupant vehicles for commuting to work. This program enables CMSA to build on its commitment as a Marin County Green Business by reducing traffic, fossil fuel consumption, and greenhouse gas emissions.

### **SCOPE**

This program is available to all Agency employees who use alternatives to single-occupant vehicles to commute to and from work. Employees may enroll in or make changes to their existing enrollment at any time. There are two broad categories: use of an Agency vehicle for qualified carpools (“Agency Vehicle Carpool”) and all other commute alternatives (“Alternate Commute Program”). Employees will have the opportunity to select the mode(s) of commute and the frequency of usage. Participating employees may select more than one mode of commute to best accommodate their needs. The Agency will strive to provide flexibility in work schedules to accommodate alternative commuting schedules. Finally, the Agency will provide an Agency vehicle for a guaranteed ride home when an unforeseen situation arises either at the Agency or with the employee which would disrupt a planned alternative commute trip.

### **PROGRAM ALTERNATIVES**

- Agency Vehicle Carpool – The Agency will make available two hybrid vehicles for commute use for when three (3) or more employees agree to carpool;
- Alternate Commute Program – Alternatives to solo driving, including:
  - Using a private vehicle to carpool with other CMSA employees;
  - Using public mass transit;
  - Bicycling;
  - Participating in a third-party vanpool or rideshare program.

### **SUPPORT AND INCENTIVES**

In order to support commute alternatives, the Agency will provide the following incentives for employees who use them:

- An Agency vehicle for three (3) or more CMSA employees who participate in an

approved Agency Vehicle Carpool. One of the two commute vehicles is required to remain onsite for business use until 4:15 pm.

- A \$5.00 per day cash stipend to each employee (except for members of Agency Vehicle Carpools) for each day that they participate in the Alternate Commute Program.
- Flexibility in employees' work shift start and stop times and Rotating Days Off (RDO), to accommodate carpooling or other commute schedules.
- A guaranteed ride home when unforeseen Agency needs (such as overtime requests) or personal emergencies arise that would prevent the employee from completing their planned alternative commute that day.

## **PROCEDURES**

### **I. Eligibility**

All Agency employees are eligible to participate in the program.

### **II. Registration**

A. Each participating employee will fill out a registration form before beginning participation. On the form, the employee will indicate:

- 1) Initial enrollment or changes in program participation,
- 2) which alternative(s) they plan to use, and
- 3) if they are requesting a change in their work schedule.

B. Employees will submit the completed form to the Administrative Services Manager, who will serve as Program Administrator. Employees may make changes (changing to a different Agency Vehicle Carpool, or changing the mix among alternatives) by submitting a new registration form. Changes may be subject to review and approval by the Program Administrator.

C. Registration for use of Agency Vehicle

At the discretion of the Program Administrator, employees currently using an Agency vehicle for carpooling shall be required to submit a registration every six months, aligned with the semiannual Operations Department shift change. The purpose of this requirement is to provide all Agency employees with an opportunity to use an Agency vehicle for carpooling since the number of participants is limited by the capacity of the two vehicles. Should the requests for Agency vehicle use exceed the capacity of the vehicles, the Program Administrator will grant preference to employee(s) who are not currently using an Agency vehicle. The assignment of users to remaining carpool slots will be by lottery.

### III. Schedule Flexibility

- A. The Agency will support flexibility with work hours and RDOs to accommodate commute requests, provided that all changes must be consistent with the Agency's operational needs, personnel policies and procedures, and the provisions of the Agency's Memorandum of Understanding with SEIU.
- B. Any request for work schedule change will be reviewed and considered by the Department Manager.

### IV. Tracking and Incentives

- A. Each employee who enrolls in the program will track [his/her/their](#) actual participation for each pay period on his/her timesheets. Accuracy of reporting will be monitored by [his/her/their](#) supervisor.
- B. Employees who commute in an organized vanpool or public transit may also combine the pretax withholding provisions of the Agency's Commuter Cash Reimbursement procedure with the \$5.00 per day stipend.

### V. Private Vehicle Carpooling Requirements

- A. Two or more Agency employees may form a private carpool if they determine that carpooling is a viable alternative for them. For private carpools, details such as route, pick-up times and locations, wait time for tardy members, and cost sharing will be decided among the carpool members. Employees may wish to make one or more "trial runs" to determine suitability and compatibility before formally registering their carpool. The Agency will not mediate disputes among carpool participants.
- B. Participants who use their personal vehicles for carpools will need to provide proof of automobile insurance annually. The Agency is neither responsible nor liable for any bodily injury or property damage that may arise during the commute to and from work.

### VI. Agency Vehicle Carpooling Requirements

- A. If three (3) or more Agency employees determine that carpooling is a viable alternative for them, they may request use of an Agency vehicle for their carpooling. The Program Administrator will review Agency vehicle carpool requests, assign vehicles, designate drivers, and impose conditions on vehicle use as needed to ensure that the vehicles are available for Agency use. The assignment of the Agency vehicle(s) will be based on the greatest number of riders in a vehicle. Carpoolers will be expected to determine the details of the carpool the same as private vehicle carpooling. Use of an Agency vehicle for carpooling will be subject to all the conditions contained in Agency policies pertaining to use of Agency vehicles and driving while on Agency business. The Agency will not mediate disputes among carpool participants.

- B. Designated drivers using Agency vehicles for carpools are required to follow the same check-out procedures for the use of Agency vehicles. When a designated vehicle is unavailable for commute use, the Program Administrator will consider approving the use of non-designated vehicle for commute purposes.
- C. Participants using the Agency vehicle must adhere strictly to the requirement for three persons minimum in a vehicle during each trip (refer to Taxability of Incentives, Section 132 of the Internal Revenue Code). The Agency reserves the right to suspend use of an Agency vehicle for carpooling if the Program Administrator deems that the users have not met the minimum rider requirement.
- D. Agency vehicle carpools are exempt from the minimum rider requirements under the following situations:
  - 1) When a participant is scheduled for standby duty, [he/she/their](#) becomes the driver for the carpool (unless the standby person has received prior authorization, [he/she/their](#) may not take a separate Agency car and commute separately from the carpool).
  - 2) A participant has an approved leave from work.
  - 3) A participant has an unforeseen absence from work.

## **VII. Guaranteed Ride Home**

- A. Employees participating in this program are eligible for a guaranteed ride home if required to work overtime or to respond to a personal/family emergency. The guaranteed ride home will be coordinated with the employee's supervisor.
- B. "Emergency" is defined as the sudden onset of illness or injury to an immediate family member, immediate threat of property loss, or other qualifying event as determined by their supervisor.

## **VIII. Other Programs**

Employees may elect to join a non-CMSA ridesharing arrangement with local employers, such as PG&E, Golden Gate Transit, or Marin Municipal Water District. Employees using such non-CMSA alternatives will be expected to arrange all the details of their participation themselves. They will be eligible for the \$5.00 per day cash stipend for each day they participate, are required to track their participation, and may request schedule flexibility.

## **IX. Accountability**

The Program Coordinator reserves the right to audit timesheets to ensure that program participants adhere to these procedures. Should the Program Administrator determine that a participant has improperly used this program, the Program Administrator can immediately suspend the employee from further participation.

The employee may also be subject to other penalties or disciplinary action for falsifying program forms, timesheets, or reimbursement requests.

### **TAXABILITY OF INCENTIVES**

The \$5.00 per day stipend for employees participating in the Alternate Commute Program will be totaled for the days they participated in each pay period and added to the employee's gross pay for that pay period, and taxed accordingly.

Employees participating in an Agency Vehicle Carpool will receive non-cash, taxable benefit of \$1.50 each way per day they participated in the pay period. This is based on Section 132 of the Internal Revenue Code, under which the Agency would be able to apply the "commuting rule" to determine the commuting value of a car. Under this rule, the employer (CMSA) determines the commuting value by multiplying each one-way commute (from home to work or from work to home) by \$1.50. This rule is applicable if the vehicle is generally used each workday to carry **at least three (3)** employees to and from work in an employer-sponsored commuting pool. The Agency is obligated to adjust the value of the taxable benefit to conform to IRS pronouncements. If there are less than three employees, the cents-per-mile rule would apply, with mileage driven multiplied by the most current IRS rate.

Both the stipend and the noncash benefit will be reported on the employee's biweekly pay statements.





<b>POLICY/PROCEDURE #:</b>	<b>56</b>
<b>SECTION:</b>	<b>ADMINISTRATIVE – HUMAN RESOURCES</b>
<b>SUBJECT:</b>	<b>Commuter Cash Reimbursement</b>
<b>DATE:</b>	<b>4/9/2021</b> <i>(Board Approved)</i>

### **PURPOSE**

CMSA supports, encourages, and promotes the use of public transit when convenient and affordable for Agency employees, and the CMSA Commuter Cash Reimbursement procedure provides a tax-benefit to those employees using public transit.

### **BACKGROUND**

The Federal Government Qualified Transportation Fringe (QTF) Benefit is governed by IRS Section 132(f) for Fringe Benefits and allows the establishment of a pre-tax commuter cash program to provide tax-free benefits for employees purchasing public transit passes who commute to and from work using public transport or qualified vanpools (at least six passengers, excluding driver).

Employees enroll in the Commuter Cash Reimbursement Program for each time period requested using the Commuter Cash Reimbursement Request form in an amount not to exceed the monthly maximum of ~~\$270~~[\\$325](#). The amount is withheld from the employees' paycheck pre-tax and is reimbursed to the employee upon presentment of receipts for the purchase of public transit passes, tickets, tokens, and vanpool fares. Section 1.132-9(b) Q/A-16(a) allows a bona fide cash reimbursement arrangement to the employee, for the purchase of eligible transit passes.

There are a variety of public transit agencies and organizations that participate in the program, such as BART, Golden Gate Transit, and Sonoma-Marín Area Rail Transit (SMART).

Any employee who commutes to and from work using public transport is also eligible to participate in the Agency's Carpool/Alternative Commute Incentive Program.

### **PROCEDURE**

- A. Employees who qualify for the benefit will complete a Commuter Cash Reimbursement Request form when requesting pre-tax reimbursement for qualifying transit expenses. The form is located on the Agency's network at S:/Library-Forms and Templates/STAFF FORMS.
- 1) Only one form per employee per requested time period (i.e., monthly, bimonthly, or quarterly) will be processed by the Agency.
  - 2) The employee may request reimbursement for more than one public transit agency/organization requested per time period up to the aggregate cost prescribed by Federal law.
  - 3) Only one reimbursement per time period shall be processed.

- B. Employee shall submit their reimbursement request form to the Administrative Services Manager (ASM) for approval and authorization. The form should have the receipts attached to document the purchase. The form will be returned to the employee if not approved with an explanation for the denial.
- C. After approval, the ASM will provide the authorized form to finance staff to set up the appropriate pre-tax payroll deduction in the Agency's accounting system.
- D. The Finance Department with the next payroll will pre-tax deduct the reimbursement amount for the time period requested on the enrollment form.
- E. The Finance Department will issue a check to the employee drawing on the monies previously withheld as a reimbursement, provided that they have attached the appropriate receipts documenting the purchase of transit passes.

**BOARD MEMORANDUM**

April 3, 2025

To: CMSA Commissioners and Alternates  
From: Nick Talbot, Treatment Plant Manager  
Abel Villarreal, Maintenance Supervisor  
Approved: Jason Dow, General Manager  
Subject: **FY25 Asset Management Program – 3rd Quarter Report**

**Recommendation:** Informational, provide comments or direction to the General Manager.

**Summary:** Since February 2011, Agency staff have prepared quarterly reports for the Board, that highlight the Agency’s fully implemented Asset Management Program work activities.

**Third Quarter Highlights**

**Primary Clarifier Total Suspended Solids Probe Installation**

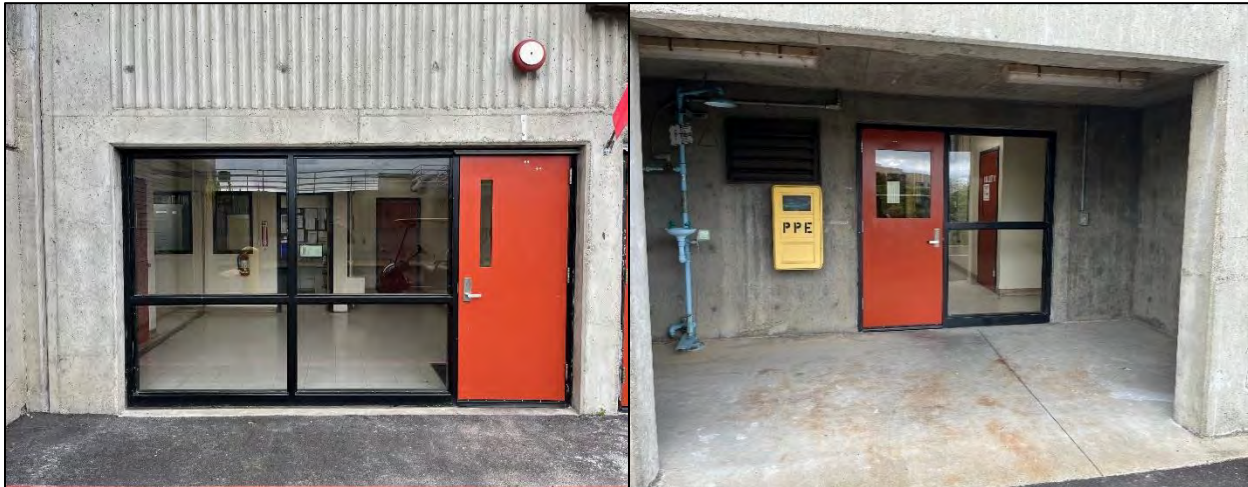


Staff installed and programmed a new Total Suspended Solids (TSS) meter on the effluent of the primary clarifiers. The meter provides real-time data allowing Operations to optimize primary clarifier TSS removal and adjust solids loadings to downstream treatment processes.



### **Continued Facility Door Replacement**

There are over one hundred exterior doors at the treatment plant, and most were installed when the facility was built in the early 1980s. Given their exposure to corrosive environments, these doors have gradually deteriorated over time. In response, the Agency initiated a multi-year program in several process areas to systematically replace doors based on their condition. In FY23, the initiative saw the replacement of ten facility doors, followed by an additional ten doors in FY24. In FY25, five more doors, along with associated windows and frames were replaced, enhancing the infrastructure and functionality of the facility.



*Solids Handling Building*

*Chemical Storage Building*

### **Final Effluent Turbidity Meter & Influent Conductivity Probe Installations**

Staff installed a new turbidity meter on the treatment plant's final effluent. This meter will complement an existing turbidity meter located for the secondary effluent. These meters play a crucial role by measuring water clarity and suspended solids real-time. The meters help Operations optimize treatment processes, ensure regulatory compliance, and quickly identify potential issues affecting plant performance. Additionally, staff installed conductivity probes on the treatment plant's influent. These probes monitor and assist in identifying high-strength discharges from local industrial users or saltwater intrusion in the collection systems, which can disrupt biological treatment and corrode infrastructure.



### Emergency Mobile Generator

Staff recently purchased a new mobile, trailer-mounted, 49 HP generator to provide emergency backup power to motor control centers, sewer pump stations, and other critical treatment plant and collection system equipment. The unit meets the latest EPA Tier 4 emissions standards and provides versatile deployment to any location. The generator will enhance the Agency’s resilience during emergencies, utility outages, and planned maintenance activities by ensuring continued operation of essential equipment.



### Secondary Tank Drain Pumps Replacement

The Agency utilizes two pumps to drain water from the secondary clarifiers back to the plant’s headworks. These pumps were original to the facility and had reached the end of their service life. In the first quarter of FY25, Agency staff successfully replaced Secondary Clarifier Drain Pump No. 1. The second and final replacement, Secondary Clarifier Drain Pump No. 2, was completed in March, concluding a capital improvement project focused on upgrading these pumps and associated equipment to ensure operational reliability.



*New Drain Pump No. 1*



*New Drain Pump No. 2*

### **Return Activated Sludge Variable Frequency Drive Replacements**

In FY24, staff conducted an assessment of the variable frequency drives (VFDs) controlling the Return Activated Sludge (RAS) pumps. The evaluation determined that the drives were nearing the end of their useful lives. The RAS VFD's are vital to the treatment process, as they enable precise control over the amount of return sludge and microorganisms sent back to the aeration tanks. This recirculation process enhances biological treatment and improves removal of colloidal material and biochemical oxygen demand. In February, staff replaced all six RAS pump VFDs with new Yaskawa units ensuring long-term reliability.



### **San Quentin Pump Station Lighting Transformer and Four-Gas Meter Improvements**



In February, staff replaced the aging lighting transformer at the San Quentin Pump Station. The transformer, which steps down 480 Volts AC power to 240/120 Volts AC, supplies power to lighting, outlets, and crucial control equipment including the programmable logic controller which operates the pumps and controls of the pump station. During the replacement, staff also took the opportunity to rehabilitate the interior of the pump station. This included removing deteriorating paint,

applying primer, and finishing with a protective topcoat, preserving the infrastructure and improving the facility's appearance. Additionally, the team replaced the four-gas meter, which monitors for hydrogen sulfide, oxygen, carbon dioxide, and combustible gases. This safety improvement provides protection for staff, ensuring atmospheric conditions are safe before and during entry.



*Four - Gas Meter*

### **Asset Inventory**

Staff conducted a review of Agency assets tracked within the Computerized Maintenance Management System (CMMS) asset tree. This quarterly exercise is performed to verify active assets within the system. As staff manage projects and regularly scheduled maintenance work is completed, both new and old assets must be accounted for in an asset inventory count. This process includes entering new and removing obsolete assets from the asset tree. Staff removed improperly grouped or classified assets and removed additional non-critical assets. A total of 23 items were entered, reclassified, or removed from the CMMS asset tree this past quarter.

<b>Asset Locations</b>	<b>Total Assets</b>
Central Marin Sanitation Agency	2,740
Sanitary District No. 2	403
San Quentin Prison Pump Station	52
San Quentin Village Sewer Maintenance District	16

### **Parts Inventory**

The parts inventory is comprised of critical spare parts and equipment, and consumable items for Agency and Agency managed pump station assets, which includes Sanitary District No. 2 (SD2), San Quentin State Prison (SQSP), and San Quentin Village Sewer Maintenance District (SQVSM). Spare parts for CMSA and SQVSM are kept at Agency site-specific parts rooms, SD2 equipment is stored at Paradise pump station, and SQSP parts and equipment are stored at the SQSP pump station.

<b>Parts Inventory</b>	<b>Parts Quantity</b>	<b>Total Value</b>
CMSA	39,213	\$2,071,781
Sanitary District No. 2	369	\$275,061
San Quentin Prison	64	\$72,858
San Quentin Village Sewer Maintenance District	3	\$1,536

### **Asset Improvements, Repairs, and Refurbishment Work**

#### **1) CMSA Asset Management Improvements**

Projects in the table below are considered routine, recurring, and usual maintenance work for the preservation, protection, or replacement of Agency assets. Agency labor and materials costs are included to determine the overall cost to perform a specific task.

<b>Area</b>	<b>Equipment</b>	<b>Improvement</b>	<b>Total Cost</b>	<b>Comments</b>
Administration Building	Lab Room	Dishwasher Repair	\$2,599	Assisted contractor with warranty repair work.
Administration Building	Kitchen Sink	Repair	\$1,776	Replaced damaged section of pipe.

<b>Area</b>	<b>Equipment</b>	<b>Improvement</b>	<b>Total Cost</b>	<b>Comments</b>
Facility - Assets	Plant Assets	Asset Improvement	\$8,017	Performed CMMS asset updates.
Facility – Security	Plant Cameras	Asset Improvement	\$4,845	Installed two new security cameras.
Facility – Chemical Building	Sink	Replacement	\$1,546	Replaced sink.
Facility - Vehicles	Crane Truck Hoist	Refurbishment	\$2,505	Refurbished hoist with new seals and motor.
Facility – Vehicles	Technical Services Transit	Replacement	\$2,143	Replaced leaking windshield.
Facility – Signage	Plant Signage	Replacement	\$1,143	Replaced the facility plant road sign at the administration building.
Facility – Lighting	Plant Lights	Replacement	\$3,789	Replaced plant light bulbs.
Maintenance Building	Heaters	Asset Improvement	\$1,889	Installed control switches and thermostats.
Maintenance Building	Electric Cart EC03.16	Battery Replacement	\$2,322	Replaced batteries.
Headworks	Influent Samplers	Asset Improvement	\$1,534	Installed new conductivity probes and communication card.
Headworks	Grit Pump No. 1 Motor	Motor Replacement	\$6,284	Replaced motor, motor starter, relay, and solenoid.
Headworks	Motor Control Center	Repairs	\$12,485	Completed repairs based on manufacture’s assessment.
Primary Clarifiers	Scum Collector No. 5	Replacement	\$1,543	Replaced neoprene wipers.
Primary Clarifiers	Sludge Pump No. 2	Pump Replacement	\$11,554	Replaced pump and pressure switch.
Primary Clarifiers	Primary Clarifier Effluent	Asset Improvement	\$2,241	Installed new TSS meter.
Biotowers	Feed Pump No. 4	Refurbishment	\$22,224	Refurbished pump with new bearings and seals.
Biotowers	Ammonium/ Nitrate Probes	Asset Improvement	\$4,223	Installed new ammonium and nitrate probes.
Aeration	Influent Pipe	Repair	\$4,549	Welded new pipe fittings and 2” valves.



<b>Area</b>	<b>Equipment</b>	<b>Improvement</b>	<b>Total Cost</b>	<b>Comments</b>
Secondary Clarifiers	WAS Pump No. 1	Gearbox Refurbishment	\$1,124	Refurbished gearbox with new seals.
Secondary Clarifiers	WAS Pump No. 3	Gearbox Replacement	\$2,051	Replaced gearbox.
Secondary Clarifiers	All RAS Pumps	VFD Replacement	\$16,887	Replaced all RAS pump VFD's.
Secondary Clarifiers	Tank Drain Pump No. 1	Repair	\$1,459	Replaced wye strainer, flowmeter, and solenoid.
Secondary Clarifiers	Ammonium/ Nitrate Probes	Asset Improvement	\$4,223	Installed new ammonium and nitrate probes.
Secondary Clarifiers	Drain Pump No. 2	Asset Improvement	\$5,797	Installed new drain pump No. 2
Chlorine Contact Tanks	Sluice Gate SG9.04	Asset Improvement	\$1,160	Adjusted open/stop and torque limits.
Chlorine Contact Tanks	Sluice Gates	ModBus Module Replacement	\$1,050	Replaced ModBus module.
Disinfection / Dechlorination	Chlorinated Effluent Sample Pump	Refurbishment	\$1,989	Refurbished pump and fabricated new pump base.
Disinfection / Dechlorination	CL2 Analyzers	Asset Improvement	\$3,974	Indicator lights added.
Final Effluent Meter Vault	Sample Pump No.1	Pump Replacement	\$1,654	Replaced pump.
Solids Handling	Centrifuge No. 1	Vibration Switch Replacement	\$2,465	Replaced vibration switch and drive belts.
Solids Handling	TWAS Pump No. 1	Pump Refurbishment	\$7,620	Replaced lobes, wear plates, cartridge seals, housings, and lubricants.
Solids Handling	Supply Fan	Motor Replacement	\$1,885	Replaced supply fan motor.
Solids Handling – Energy Generation	Jenbacher Cogeneration Engine	Expansion Joint Replacement	\$1,626	Replaced failed expansion joint, hardware, and gaskets.
Solids Handling – Energy Generation	Waukesha Cogeneration Engine	Annual Source Test	\$2,283	Completed annual emissions source test.
Digesters	Centrifuge Feed Pump No. 3	Pump Replacement	\$11,503	Replaced pump.
Digesters	H2S Gas Monitoring System	Repair	6\$194	Replaced air pump, valves, and rotameter.

Area	Equipment	Improvement	Total Cost	Comments
Final Effluent Sample Vault	Sample Pump No. 1	Pump Replacement	\$1,279	Replaced pump.
Effluent Pump Station	All EPS Engines	Asset Improvement	\$1,994	Installed on/off switches for engine block heaters.
Organic Waste Receiving Facility	Digester Feed Pump	Hose Replacement	\$2,541	Replaced hose and lubricant.
Organic Waste Receiving Facility	Mixing Pump No. 1	Pump Refurbishment	\$5,118	Refurbished pump with cutter bar, impeller, cutters, and o-rings.
Organic Waste Receiving Facility	Mixing Pump No. 1 Check Valve	Valve Replacement	\$1,904	Replaced check valve.
Organic Waste Receiving Facility	Mixing Pump No. 2	Pump Refurbishment	\$5,118	Refurbished pump with cutter bar, impeller, cutters, and o-rings.

## 2) Agency Maintained Assets (San Quentin Prison, Sanitary District No. 2, and San Quentin Village Sewer Maintenance District)

Maintenance work performed over the quarter on collection agency assets by Agency, approved contractor, or service provider.

Asset Owner	Asset	Improvement	Total Cost	Comment
SD2	Campbell Bishop	Pump Refurbishment	\$2,088	Refurbished pump.
SD2	Fifer	Valve Replacement	\$13,092	Replaced 8" valve and check valve.
SD2	Industrial	UPS Replacement	\$2,184	Replaced failed utility power supply.
SD2	Golden Hind	Impeller Replacement	\$1,858	Replaced impeller.
SD2	Paradise	Hoist Cable Replacement	\$2,010	Replaced damaged cable on facility hoist.
SD2	Paradise	Generator Cooling System Service	\$2,062	Supported contractor on generator cooling system maintenance service.
SD2	Paradise	Pump Refurbishment	\$6,197	Refurbished with new seals and bearings.

SD2	Meter Vault	Station Improvement	\$18,710	Upgraded vault to NEC Class 1, Division 1 requirements.
SD2	All SD2 Stations	Pump Station Assistance	\$13,041	Responded to stations during wet weather event.
SD2	Paradise, Fifer, Village, and Trailer Ct.	Flowmeter Calibrations	\$2,606	Performed annual flowmeter calibrations.
SQSP	San Quentin	Transformer Replacement	\$15,904	Replaced lighting transformer.
SQSP	San Quentin	Air Monitoring System	\$6,385	Replaced air monitoring system.
SQSP	San Quentin	Emergency Generator Circuit Board Replacement	\$1,053	Replaced circuit board.
SQSP	San Quentin	Flowmeter Calibration	\$1,743	Performed annual flowmeter calibration.

### **Work Orders**

A work order is a written request for a preventive, corrective, or unplanned corrective maintenance task or a project to be performed. Work orders are typically generated and sent internally from one department to another. Shown in the table below are the types of work orders prepared by Agency staff, the annual work orders completed, and the total labor hours, by type, to complete the work orders.

<b>Work Order Type</b>	<b># of WO's</b>	<b>% of Total WO's</b>	<b>Labor Hrs.</b>	<b>% of Total Hrs.</b>
Preventative Maintenance (PM)	311	47.70%	1,542.50	16.31%
Corrective-Planned	250	38.34%	2,048.50	21.65%
Corrective-Unplanned	47	0.77%	27.25	0.29%
Improvement Project Work	0	0.00%	0.00	0.00%
Coating Projects	1	0.15%	3.75	0.04%
Safety	23	3.53%	100.00	1.06%
Professional Development/Staff Meetings	18	2.76%	150.00	1.58%
Facilities Administration/Housekeeping	18	2.76%	707.75	7.48%
Process Control and Facility Operations	26	3.99%	4,883.00	51.60%
<b>Total</b>	<b>694</b>	<b>100%</b>	<b>9,462.75</b>	<b>100%</b>



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**BOARD MEMORANDUM**

April 3, 2025

**To:** Board of Commissioners and Alternates

**From:** Corey Spray, Administrative Services Manager

**Approved:** Jason Dow, General Manager

**Subject:** **CMSA Fee Ordinance Revisions**

**Recommendation:** Review and provide comments on the proposed revisions to the Agency's Fee Ordinance, and schedule a public hearing for the Ordinance at the May 8 Board meeting.

**Summary:** The Board last approved changes to the Agency's Fee Ordinance (Ordinance) at the June 2023 meeting, which included removal and addition of certain fee types. Staff have reviewed Ordinance 2023-1 and proposes language to add to submittal of capacity charge collection supporting documents based on historical practices, modify how the annual recreational vehicle (RV) tipping fee is calculated, update Capacity Charges and Industrial Monitoring Fees to FY26 amounts, and make minor editorial changes. If the proposed changes are approved, staff will schedule a Public Hearing for the proposed Ordinance 2025-1 at the May 8, 2025, Board Meeting. Staff will publish a Notice of Hearing in the Marin Independent Journal newspaper prior to and after the Hearing.

**Discussion:** The proposed changes are listed below:

- 1) *Section 1 – Definitions:* Include abbreviations for each Member Agency name.
- 2) *Section 3 - Capacity Charge:* Add clarifying language that Capacity Charge remittances to the Agency will be accompanied by supporting receipt documentation from the Member Agency.

The Agency coordinates its capacity charge collection efforts with the Ross Valley Sanitary District, San Rafael Sanitation District, and Sanitary District #2, whereby each member collects the Agency's charge on its behalf. Such collections are to be remitted to the Agency within 45 days of initial collection. When each member remits the Agency's capacity charges, supporting receipt documentation accompanies the cash remittance. This assists the Agency with substantiating its collected revenue for its fiscal year closing process and its annual external financial statement audit. Additionally, staff uses this documentation to report the number of new connections and fixture units in the monthly Treasurer's Report and quarterly Budget Reports.

- 3) *Section 6 – Waste Hauler Charges*: The proposed change is to add clarifying language that the annual tipping fee update is rounded to the nearest dollar, to make it easier for RV customers when paying the fee.

Please note, the fee rates highlighted in yellow cannot be updated until May 2025 due to the timing of when the requisite CPI index or ENR index are available for April 2025 data. The updated amounts will be included in the Draft Ordinance for the Public Hearing.

**Attachment:**

- Draft Fee Ordinance 2025-1



CENTRAL MARIN SANITATION  
AGENCY

**DRAFT**

**AN ORDINANCE RELATING TO FEE SCHEDULES  
FOR CAPACITY CHARGES, WASTE HAULERS,  
AND INDUSTRIAL MONITORING**

ORDINANCE No. 2025-1

July 2025

**CENTRAL MARIN SANITATION AGENCY**

**Ordinance No. 2025-1**

**AN ORDINANCE RELATING TO FEE SCHEDULES  
FOR CAPACITY CHARGES, WASTE HAULERS,  
AND INDUSTRIAL MONITORING**

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## CENTRAL MARIN SANITATION AGENCY

### Ordinance No. 2025-1

#### AN ORDINANCE RELATING TO FEE SCHEDULES FOR CAPACITY CHARGES, WASTE HAULERS, FATS, OILS, AND GREASE (FOG) HAULERS, AND INDUSTRIAL MONITORING

The Commission of the Central Marin Sanitation Agency does ordain as follows:

#### SECTION 1 - DEFINITIONS

**Agency:** Agency means Central Marin Sanitation Agency, a joint exercise of powers agency formed on October 15, 1979.

**Member Agency:** A Member Agency means San Rafael Sanitation District (SRSD), Ross Valley Sanitary District (RVSD), and Sanitary District #2 of Marin County (SD2).

**Plumbing Fixture Unit:** A plumbing fixture unit, or fixture unit, evaluates the wastewater load resulting from average use of various kinds of plumbing fixtures. As used herein, a plumbing fixture unit means a plumbing fixture unit as defined by the most recent version of the Uniform Plumbing Code (UPC). There are 16 plumbing fixture units in a service unit.

**Service Unit:** A service unit, or equivalent dwelling unit (EDU), means a unit of a wastewater discharge with volume and strength estimated to equal that of an average single-family residential unit.

#### SECTION 2 - NO FREE SERVICE

No facilities or services of the Agency's wastewater system shall be furnished to any user free of charge.

### SECTION 3 - CAPACITY CHARGE

A regional capacity charge shall be used by CMSA only for capital improvement purposes. It shall be paid for each new sewer user connecting to a public sewer within or being served by one of CMSA’s Member Agencies, or for an expansion by an existing sewer user already connected to the sewer system. Such charge shall be collected by the Member Agency in the same manner in which the Member Agencies now collect their own local sewer connection fee. Member Agencies shall forward the regional capacity charges collected on behalf of CMSA **and supporting documentation**<sup>1</sup> within 45 days of receipt of such funds. Nothing contained herein is intended to reduce or interfere with a Member Agency's local sewer connection and other fees.

The amount of such regional capacity charge as of July 1, 2025 is as follows:

1	<p>New sewer connections for residential units, whether in single-family or multiple-family configuration.</p> <p style="text-align: right;"><i>Per service unit:</i> <b>\$7,775.79</b></p>	
2	<p>Other new sewer user connections, including commercial, public agency, non-profit and all others users, except industrial and high strength users.</p> <p style="text-align: center;"><i>Per plumbing fixture unit, as defined in the UPC:</i></p> <p>Residential fee [1] divided by plumbing fixtures per unit (<b>\$7,775.79/16</b>)</p>	<b>\$485.98*</b>
3	<p>Expansion of any existing sewer connection fixture unit count, except industrial and high strength users.</p> <p style="text-align: center;"><i>Per new or additional plumbing fixture unit, as defined in the UPC:</i></p> <p>Residential fee (1) divided by plumbing fixtures per unit (<b>\$7,775.79/16</b>)</p>	<b>\$485.98*</b>
4	<p>New High Strength User connection and/or expansion of existing High Strength User connection fixture units, including restaurants and bakeries. Commercial fee times high strength factor (2.34).</p> <p style="text-align: center;"><i>Per plumbing fixture unit, as defined in the UPC:</i></p> <p>Commercial fee [2] multiplied by the high strength factor (<b>\$485.98</b> x 2.34)</p>	<b>\$1,137.19*</b>
5	<p>New industrial structures and/or those new sewer users which, as determined by the Agency's general manager, discharge special volumes or strengths of wastewater shall be charged a regional capacity charge established by Board action in each individual case.</p>	

\*But not less than **\$7,775.79** per new connection, the minimum fee if a new connection is added.

<sup>1</sup> Supporting documentation from each of the Member Agencies include the *Permit & Capacity Fee Invoice* packet from RVSD, *Permit Receipt and Application* from SD2, and *Receipt for Sewer Connection Charge* from SRSD.

#### **SECTION 4 - ANNUAL ADJUSTMENT OF CAPACITY CHARGE**

Each year, commencing on July 1 and continuing thereafter on each July 1, the connection fee shall be adjusted by an increment based on the most recent annual change (April to April) in the Engineering News-Record Construction Cost Index (ENR Index) for San Francisco.

However, the CMSA Board of Commissioners may at its option determine, by resolution adopted prior thereto, that such adjustment shall not be effective for the next succeeding year, or may determine other amounts as appropriate.

#### **SECTION 5 - ACCESSORY DWELLING UNITS, SENIOR CITIZEN, AND AFFORDABLE HOUSING**

Those residential construction projects which a Member Agency designates and determines are qualified for reduced local sewer connection fees shall also automatically qualify for a reduced regional capacity charge. However, the Agency's regional capacity charge shall be reduced only by the same proportionate amount as the Member Agency's connection fee.

**SECTION 6 - WASTE HAULER CHARGES**

A waste disposal fee shall be paid by septage haulers, other trucks hauling chemical toilet and/or domestic strength wastewater, and recreational vehicles discharging directly in the Agency's treatment facilities. Each type and volume of hauled waste is assigned a Service Unit (Equivalent Dwelling Unit, EDU)

TYPE OF VEHICLE	SERVICE UNITS (EDU)
Septage and Chemical Toilet Waste Haulers: Truck volume per 1,000 gallons or portion of	0.270
Recreational Vehicle and Other Domestic-Strength Waste Haulers: Minimum charge is \$10.00	0.025
Other Tank Truck Wastes: As determined by the Agency's General Manager, on a case-by-case basis.	

Each year, commencing on July 1 and continuing thereafter on each July 1, the annual service charge "EDU Rate" for each service unit "EDU" will be established in the CMSA Adopted Budget. The Agency's EDU Rate will be based on the total of billed revenues to the Member Agencies divided by the total number of reported EDUs in the Member Agencies' service area for the current fiscal year.

Each waste hauler shall pay a waste disposal fee based on the following formula:

$$\text{Septage and Chemical Toilet Trucked Waste Disposal Fee} = (\text{Total volume} / 1,000) \times (0.27 \times \text{EDU Rate}) + \text{a Facility Use Fee.}$$

$$\text{Recreational Vehicle Disposal Fee} = 0.025 \times \text{EDU Rate}$$

The Facility Use Fee is \$0.07 per gallon, and is applied to each waste hauler load to recover Agency administrative, load monitoring, and facility maintenance expenses associated with receiving the trucked waste.

The charges determined above shall be rounded up to the nearest ~~five cents (\$0.05)~~ one dollar (\$1.00), e.g., if greater than \$0.50, then round up; if lower, round down.

## SECTION 7 - FATS, OILS, AND GREASE (FOG) HAULER CHARGES

A wastewater facilities use charge shall be paid by haulers of fats, oils, and grease (FOG) discharging directly in the Agency's treatment and disposal facilities.

<b>Tipping Fee Tiers (gallons per day)</b>	<b>Charge per Tier (\$/gallon)</b>
0 – 1,500	0.06
1,501 – 3,000	0.05
3,001 - 5,000	0.03
5,001 – 10,000	0.02
10,001 – 15,000	0.01
15,001+	No charge

The Agency may also charge a monitoring fee to FOG haulers to recover the actual cost of any required sample collection and analysis, if a sample is collected at the discretion of CMSA.

The Agency may establish a per gallon FOG disposal fee that is lower than the fee described above to be competitive with the FOG disposal fees charged by other wastewater treatment or similar disposal facilities, or to obtain desirable FOG delivery terms that would be financially advantageous for CMSA's power delivery program. Under these circumstances, the General Manager may recommend a reduction in the FOG fee and request the Board of Commissioners to make the reduction through a Board action at a properly agendized Board meeting, or the fee may be reduced to an appropriate level at the discretion of the General Manager, who shall notify the Board of such fee reduction at its next regular meeting. Any new rate change under this section would become effective immediately either upon the date of the Board action or upon the date that the General Manager makes the decision for a reduction.

## SECTION 8 - LIQUID ORGANIC WASTE HAULER CHARGES

Liquid wastes from food and beverage manufacturing and/or production facilities are accepted at the Agency's Organic Waste Receiving Facility. The Agency's fee to receive and process each type of liquid waste will be negotiated with the generator of the waste material, and will consider the expected delivery volume and frequency, and its contamination level and organic content. The General Manager has the authority to establish the initial tipping fee for each type of liquid waste material and adjust the fee to remain competitive in the marketplace.

**SECTION 9 - INDUSTRIAL MONITORING AND PERMIT FEES**

- A. CMSA shall assess and collect fees for the recovery of costs associated with the discharge of industrial wastes to the sanitary sewers. These fees are permit fees, monitoring fees, and noncompliance fees, as described in CMSA’s Sewer Use Ordinance. Permit and monitoring fees are shown below and are adjusted each fiscal year based on the San Francisco Bay Area CPI.

User/Permit Class	User/Permit Description	New Permit Fee (a)	Renewal Permit Fee (a)	Expedited Permit Fee (b)
I	Significant/Categorical Industrial User (SIU/CIU)	\$1,374	\$687	\$2,061
II	Manufacturing, mass transit, etc.	\$687	\$344	\$1,031
III	Business activity, radiator repair shops,, auto service facilities, etc.	\$687	\$344	\$1,031
IV	Groundwater discharger, CIPP lining, construction runoff, etc.	\$458	\$229	\$687

Note: See CMSA Sewer Use Ordinance for detailed description of User/Permit Classes. CPI fee adjustments are rounded to the nearest dollar.

- (a) The New Permit and Renewal Permit review process timeline is approximately 30 calendar days. If additional information is required or the application is amended during the review process the permitting process may be extended.
- (b) The Expedited Permit Fee targets a 7-calendar day timeline.

**1. Monitoring Fee**

All routine monitoring events, pursuant to verifying compliance with a Wastewater Discharge Permit or as follow-up to an instance of non-compliance detected during a previous monitoring event, shall be assessed one of the monitoring fees listed below.

**Grab Sample(s)**

The sum of: 1) One hour labor at the current weighted salary of the average CMSA Environmental Services Analyst; 2) 60% overhead assessed on the labor charge; and 3) The cost of any analytical work performed on the sample(s) by CMSA’s in-house analytical laboratory and/or the currently contracted analytical laboratory, per their invoice to CMSA.

**24-hour Composite Sample(s)**

Identical to the Grab Sample fee, except that two hours of labor will be charged.

## **SECTION 10 - DETERMINATION THAT FEES DO NOT EXCEED COST OF SERVICE**

CMSA has determined that the fees for Capacity Charges (Section 3), Waste Hauler Charges (Section 6), and Industrial Monitoring Fees (Section 9) do not exceed the cost of providing the services that CMSA provides.

## **SECTION 11 - SEVERABILITY**

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, no other provision of this ordinance shall be affected thereby.

## **SECTION 12 - REPEALS**

All prior Ordinances of CMSA relating to fees are hereby repealed.

**SECTION 13 - EFFECTIVE DATE**

This ordinance shall be effective thirty (30) days after its passage. Before the expiration of fifteen (15) days after its passage, it shall be published once, with the names of the members voting for and against it, in the Marin Independent Journal, a newspaper of general circulation published within the Agency boundaries.

PASSED AND ADOPTED on **May 8, 2025** by the following vote:

AYES:

NOES:

ABSENT:

Attest:

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**Eli Beckman** – Commission Chair

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**Mary Sylla** – Commission Secretary



**BOARD MEMORANDUM**

April 3, 2025

**To:** CMSA Commissioners and Alternates

**From:** Peter Kistenmacher, Technical Services Manager/Assistant General Manager

**Approved:** Jason Dow, General Manager

**Subject:** **Nutrient Removal Alternatives Evaluation and Facilities Plan Project – Amendment No. 1 with Carollo Engineers**

**Recommendation:** Approve Amendment No. 1 with Carollo Engineers for \$197,828 to provide additional consulting services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project, and authorize the General Manager to sign it.

**Summary:** The Agency and Carollo Engineers (Carollo) entered into a Professional Services Agreement in October 2024 for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project (Project) to assist CMSA with evaluating and selecting a nutrient removal system that would meet the new interim and final nutrient limits set forth in the 2024 Nutrient Watershed Permit (Permit). Since October 2024, Carollo, with Hazen & Sawyer as a major subconsultant, have completed significant work leading up to detailed process modeling of potential nutrient removal alternatives. The process modeling identified potential capacity issues and limitations with the Agency's existing aeration system and secondary clarifiers if they were to be modified for nutrient removal operation. Therefore, it is recommended that a more detailed capacity analysis of both systems be performed now so the results can be incorporated into the final alternatives evaluation and selection of the final nutrient removal process. These additional evaluations will extend the overall Project schedule by approximately four months.

**Fiscal Impact:** The Agency's Capital Improvement Program (CIP) allocates \$1,000,000 for Nutrient Removal in FY25, and an additional \$4,000,000 for Nutrient Removal from FY26 through FY28, which is anticipated to cover the planning, predesign, and final design phases of the Nutrient Removal Project. The proposed Amendment No. 1 (including two optional tasks) is \$197,828, approximately 38 percent of the original contract amount of \$519,756. The total amount spent in FY25 between the original contract and Amendment No. 1 work completed in FY25 is projected to be approximately \$550,000, well below the budgeted FY25 amount of \$1,000,000. If approved, the FY26 budget will be adjusted to reflect the remaining Amendment No. 1 amount as well as the unspent FY25 Project funding due to the extended Project schedule.

There are two optional tasks for a total amount of \$28,952 included in this Amendment amount. These are described in more detail below and will only be authorized on an as-needed basis, and any unspent amount will be reflected in the next CIP budget update.

**Discussion:**

Since October 2024, Carollo has completed significant work on the Project including the following tasks:

- Kickoff meeting and background information review
- Detailed 2-Week Wastewater Sampling (With Agency Staff assistance)
- Interim Optimization workshops 1 & 2
- Screenings and Evaluation Criteria workshop
- Alternatives Evaluation workshops 1 & 2
- Technical Memoranda No. 1, 2 and 3 on Sampling, Interim Optimization, and Design Criteria
- Process model set up and calibration
- Initiated evaluation of potential funding opportunities

The recent process model identified potential capacity issues and limitations with the Agency's existing aeration system and secondary clarifiers if they were to be modified for nutrient removal operation. Specifically, the concentration of beneficial microbes (solids) performing treatment functions in the aeration basins would increase by 200 to 300 percent under nutrient removal conditions. This higher concentration of solids would then be sent to the four secondary clarifiers where gravitational forces separate the solids from the cleaned wastewater effluent. The clarifiers began operation in 1985 and have a side water depth of approximately 10-ft, which is considered relatively shallow by modern clarifier design standards, limiting their capacity to separate solids from cleaned wastewater effluent.

Similarly, the aeration system (consisting of aeration blowers and diffuser elements) was designed to supply lower amounts of oxygen consistent with lower concentrations of solids, for organics removal (BOD). Nutrient removal operation would require significant amounts of additional oxygen to be delivered into the aeration basins. Under the proposed Amendment No. 1, the Consultant Team would complete a detailed engineering evaluation of the capacity of the aeration system under nutrient removal conditions. Should the aeration system be found to be capacity constrained, they would also evaluate alternatives for increasing the capacity within the existing infrastructure such as adding diffusers or modifying the blowers, and will document the findings in a brief Technical Memorandum.

For the evaluation of the secondary clarifier capacity, it is proposed to perform full-scale testing of the existing secondary clarifiers during the dry weather season to establish their precise performance under normal conditions. The testing would include at least three days of field work with an additional fourth day of testing included as an optional task if it is determined to be required. A team of Consultant and Agency staff would collect extensive field data during

the field testing. Subsequently, Carollo would utilize the clarifier testing results to construct a calibrated computational fluid dynamics model of the clarifiers to determine their capacity under a future nutrient removal scenario. If the clarifiers are found to be capacity constrained, as another optional subtask, the Consultant Team would evaluate opportunities to increase capacity and/or improve performance with internal baffling and/or a mechanical system.

Since the results of the above tasks are needed to complete the Nutrient Removal Alternatives Evaluation and Facilities Plan, and since the clarifier testing can only be completed in the dry season, the overall Project schedule will be extended by four months. The additional project management cost as well as the cost for one additional team workshop are included in the proposed Amendment No. 1, and the scope of services and fees are summarized below:

<b>Task</b>	<b>Amendment No. 1 Task Description</b>	<b>Amendment Amount</b>
1	Project Management (Existing Task Being Amended)	\$2,876
2.6	Alternatives Evaluation (Existing Task Being Amended)	--
2.6.1	Additional Alternatives Evaluation Workshop	\$8,844
2.6.2	Evaluation of Existing Aeration System	\$40,578
2.6.3.1	Secondary Clarifier Stress Testing	\$55,550
2.6.3.1	<i>Optional Subtask – 4<sup>th</sup> Day of Testing</i>	<i>\$10,120</i>
2.6.3.2	Computational Fluid Dynamics Modeling	\$61,028
2.6.3.2	<i>Optional Subtask – Evaluate Options to Increase Clarifier Capacity</i>	<i>\$18,832</i>
<b>Total</b>		<b>\$197,828</b>

**Alignment with Strategic Plan:** This Project aligns with the Agency’s FY25 Business Plan to support Goal 1 – Objective 1.3 as shown below.

*Goal One: CMSA will effectively operate and maintain its treatment facilities in compliance with changing regulations.*

*Objective 1.3: Deliver critical and high priority Agency capital projects*

*Action: Select a nutrient removal system for the predesign phase of the Nutrient Removal Project*

**Attachment:**

- Amendment No. 1 with Carollo Engineers for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project




**AMENDMENT #1**
**NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT (CN 24-33)**
**PROFESSIONAL SERVICES AGREEMENT (GL 0230-550-8417)**

This Amendment to the Agreement is dated this \_\_\_\_\_ day of April, 2025, and is made by and between Central Marin Sanitation Agency (hereinafter CMSA), a joint powers agency in Marin County, California and Carollo Engineers, Inc. (hereinafter Consultant).

**RECITALS**

- A. CMSA entered into a task order based Professional Services Agreement with the Consultant, dated August 15, 2024 to provide alternatives evaluation and facilities planning services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project for a total contract fee of \$519,756; and
- B. CMSA and Consultant now desire to amend the Agreement to incorporate additional services to evaluate CMSA's aeration blower and diffuser system, to perform a stress test on CMSA's secondary clarifiers including developing a computational fluid dynamic model to determine future clarifier performance, and to extend the project's overall schedule, as detailed in Attachment 1.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CMSA and Consultant agree to amend the above referenced Agreement as follows:

- 1) Scope: Add the services in Attachment 1 to the Agreement's scope of services. The activities described in this amendment provide additional engineering services for the Nutrient Removal Alternatives Evaluation and Facilities Plan Project.
- 2) Fee: This amendment will increase the total fee by \$197,828. The total fee allowance for Agreement and Amendment #1 is \$717,584.

All other terms and provisions of the Project's Professional Services Agreement dated August 15, 2024 (as amended) remain unchanged.

IN WITNESS THEREOF, the parties have executed this Amendment and accept all terms and conditions on this \_\_\_ day of April, 2025.

Carollo Engineers, Inc.

Central Marin Sanitation Agency

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Rick Chan, Senior Vice President

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Jason R. Dow, General Manager

## Attachment 1

### EXHIBIT "D"

#### CENTRAL MARIN SANITATION AGENCY

#### NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT

#### SCOPE OF WORK

MARCH 27, 2025

#### INTRODUCTION

Central Marin Sanitation Agency (CMSA) contracted with Carollo Engineers (Consultant) on August 15, 2024 to perform the Nutrient Removal Alternatives Evaluation and Facilities Plan Project. As part of the preliminary analysis of final nutrient removal alternatives, Consultant Team (Carollo and Hazen) identified potential capacity issues and limitations with CMSA's existing aeration system and secondary clarifiers if they were to be modified for nutrient removal operation. Therefore, it is recommended that a more detailed capacity analysis of both systems be performed now so the results can be incorporated into the final alternatives evaluation and selection of the final nutrient removal process. These evaluations will extend the overall project schedule by approximately four months.

#### SCOPE OF WORK

This section presents the Scope of Work for the additional scope elements requested by CMSA.

#### **Task 1 – Project Management (Existing Task Being Amended)**

Consultant Team shall perform project administration and management of the project for four additional months, including preparing progress reports and periodic updates to the overall project schedule.

Deliverables: Additional progress reports and schedule updates.

#### **Task 2.6 – Alternatives Evaluation (Existing Task Being Amended)**

Consultant Team shall perform the following new subtasks for the project.

##### **Task 2.6.1 – Additional Alternatives Evaluation Workshop**

Consultant Team shall prepare for and conduct an additional alternatives evaluation workshop to review progress on the alternatives evaluation status. The workshop will be conducted virtually and last approximately two hours.

Deliverables: Workshop presentation materials and minutes.

##### **Task 2.6.2 – Evaluation of Existing Aeration System**

Consultant Team shall perform an evaluation of the existing aeration tanks to determine their potential for nutrient removal operations with emphasis on the existing aeration system (i.e., blowers and diffusers). Consultant Team shall use the estimated oxygen requirements developed in Task 2.3 (Process Modeling) for various nitrogen removal operation strategies developed as part of Task 2.6 (Alternatives Evaluation) to determine the maximum aeration air requirements for the existing aeration tanks. Using this information, Consultant Team shall evaluate the maximum capacity of the existing aeration blowers to determine improvement needs. Alternatives to increase blower capacity to meet future oxygen demands for nitrogen removal would include replacing the core of the two existing Neuros blowers to provide additional capacity and adding a third high-speed turbo blower in the existing Blower Building. Consultant Team shall also evaluate the maximum oxygen transfer capability of the existing aeration diffusers to determine improvement needs. Alternatives to increase air distribution and supply would include adding additional diffuser grids to the existing grids and replacing the existing diffusers with different diffuser technology (i.e., membrane disc, membrane panel, etc.).

Deliverables: A simple project memo documenting key findings and conclusions of this task. The memo will be included as an appendix in Technical Memorandum No. 4.

### **Task 2.6.3 – Evaluation of Existing Secondary Clarifiers**

This subtask includes two subtasks as follows:

Task 2.6.3.1 – Secondary Clarifier Stress Testing. Consultant Team shall evaluate the secondary clarifier process performance by performing stress testing on the existing secondary clarifiers. Consultant Team shall develop a simple stress testing plan and meet virtually with CMSA staff, if needed, to review the plan. Consultant Team shall revise the plan based on feedback from CMSA. The stress testing will include up to four (4) days on site as follows:

- Day 1 – Set Up
- Day 2 – Baseline Testing
- Day 3 – Clarifier Stress Testing
- Day 4 – Clarifier Stress Testing (Optional)

Baseline testing of clarifiers will be performed to establish the performance under normal conditions (during a dry weather flow period). Baseline testing will be conducted as described in the sampling plan developed under this task. Consultant Team shall conduct one day (on Day 3) of clarifier stress testing and field sampling. Field sampling will require assistance from CMSA staff and two Consultant Team members. Stress testing and field data collection will be conducted based on preliminary monitoring results.

As an optional subtask, Consultant Team can conduct a second day (on Day 4) of clarifier stress testing and field sampling following the testing on Day 3 with prior written approval from CMSA.

Consultant Team assumes CMSA will provide the following support:

- Provide 3 plant staff members full-time to assist with field testing.



- Remove secondary clarifiers from service.
- Operate clarifiers and sludge pumps for stress testing.
- Perform laboratory analysis for samples collected during the field-testing events.

Task 2.6.3.2 – CFD Modeling. Using the results of the stress testing and sampling performed, Consultant Team shall build a computational fluid dynamics (CFD) model of the existing clarifiers using the 2Dc application. The model will be calibrated to the results from the field testing. The calibrated model will then be used to determine the capacity of the secondary clarifiers under a future nutrient removal scenario.

As an optional subtask, Consultant Team can evaluate opportunities to increase capacity and/or improve performance with internal baffling and/or mechanism with prior written approval from CMSA.

Deliverables: A simple project memo documenting key findings and conclusions of this task. The memo will be included as an appendix in Technical Memorandum No. 4.

### **Schedule**

The following presents the schedule to perform each task.

Task 1 will be an on-going task during the performance of this Scope of Work.

Task 2.6.1 will be scheduled to occurred in April or May of 2025, or at a mutually agreed upon time with CMSA.

Task 2.6.2 will be performed between May and June 2025.

Task 2.6.3.1 will be performed in several steps. The test plan will be prepared in May 2025. The field stress testing will be performed during the first week in June 2025. The testing of collected samples will be completed by CMSA within 3 weeks after the field testing.

Task 2.6.3.2 will be performed between June and July 2025.

**EXHIBIT B  
FEE ESTIMATE - AMENDMENT 1**

**CENTRAL MARIN SANITATION AGENCY  
NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT**

Task Description	Carollo								Hazen								ODC Total	Total Cost		
	Chan	Zappone	Vasquez	Appleton	Support	CAD	DP	Total	Labor	PECE	Pitt	Merlo	Chu	Latimer	Support	Total			Labor	Sub
	\$340	\$320	\$279	\$299	\$248	\$190	\$149	Hours	Cost	\$16.00	\$350	\$330	\$280	\$280	\$240	Hours			Cost	Markup
1.0 Project Management																				
1.1 Project Administration and Project Schedule	4	0	0	0	0	0	0	4	\$1,360	\$64	0	4	0	0	0	4	\$1,320	\$132	\$1,516	\$2,876
Task 1.1 Total =	4	0	0	0	0	0	0	4	\$1,360	\$64	0	4	0	0	0	4	\$1,320	\$132	\$1,516	\$2,876
2.6 Alternatives Evaluation																				
2.6.1 Additional Alternatives Evaluation Workshop	4	0	0	4	4	0	0	12	\$3,548	\$192	4	4	0	0	8	16	\$4,640	\$464	\$5,296	\$8,844
2.6.2 Evaluation of Existing Aeration System	16	34	0	26	40	0	4	120	\$34,610	\$1,920	4	4	0	0	4	12	\$3,680	\$368	\$5,968	\$40,578
2.6.3 Evaluation of Existing Secondary Clarifiers																				
2.6.3.1 Secondary Clarifier Stress Testing	4	0	0	4	0	0	0	8	\$2,556	\$128	4	2	24	6	140	176	\$48,060	\$4,806	\$52,994	\$55,550
2.6.3.1.a - Second Day Testing (Optional)	0	0	0	0	0	0	0	0	\$0	\$0	0	0	2	0	36	38	\$9,200	\$920	\$10,120	\$10,120
2.6.3.2 CFD Modeling	4	0	0	4	4	0	4	16	\$4,144	\$256	6	2	44	10	140	202	\$51,480	\$5,148	\$56,884	\$61,028
2.6.3.2.a - Capacity Optimization (Optional)	0	0	0	0	0	0	0	0	\$0	\$0	0	0	16	4	48	68	\$17,120	\$1,712	\$18,832	\$18,832
Task 2.6 Total =	28	34	0	38	48	0	8	156	\$44,858	\$2,496	18	12	86	20	376	512	\$134,180	\$13,418	\$150,094	\$194,952
<b>Total =</b>	<b>32</b>	<b>34</b>	<b>0</b>	<b>38</b>	<b>48</b>	<b>0</b>	<b>8</b>	<b>160</b>	<b>\$46,218</b>	<b>\$2,560</b>	<b>18</b>	<b>16</b>	<b>86</b>	<b>20</b>	<b>376</b>	<b>516</b>	<b>\$135,500</b>	<b>\$13,550</b>	<b>\$151,610</b>	<b>\$197,828</b>

- Notes:  
1) PECE = Project Equipment and Communication Expense.  
2) Support staff labor rate for each consultant shows the average rate for multiple staff team members.  
3) Subconsultant markup at 10%.



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**BOARD MEMORANDUM**

April 3, 2025

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

**Subject: Reschedule July Board Meeting**

**Recommendation:** Consider rescheduling the July 8, 2025, Board meeting.

**Discussion:** Staff request the Board consider rescheduling the July 8, 2025, regular Board meeting. I contacted Board members, and most are currently available on 7/21, 7/22, and 7/24.

We normally cancel the August Board meeting, and as of now, it appears I may recommend cancelling that meeting at the May or June Board meeting.



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**BOARD MEMORANDUM**

April 3, 2025

**To:** CMSA Commissioners and Alternates

**From:** Jason Dow, General Manager

**Subject:** **Draft San Quentin State Prison Wastewater Service Agreement**

**Recommendation:** Review the draft San Quentin State Prison Wastewater Service Agreement, and provide comments or direction to the General Manager, as appropriate.

**Summary:** CMSA and the California Department of Corrections and Rehabilitation (CDCR) have a Wastewater Service Agreement for San Quentin State Prison (Agreement) that expires on June 30, 2025. Last fall, CDCR and CMSA staff began the process to revise and update the Agreement, with staff sending the Agency's proposed revisions in late October 2024. CDCR accepted many of the proposed editorial revisions and prepared a new reorganized draft Agreement for Agency review and comment. The draft Agreement's Exhibits are attached.

**Discussion:** CMSA began providing wastewater services to San Quentin State Prison on July 1, 2012, and the current 5-year Agreement was approved by the Board in April 2020 and CDCR in May 2020. The new Agreement has been reorganized and reformatted by CDCR, and contains many new provisions that are required in State and CDCR contracts. Several of the provisions in Exhibit D and Exhibit E are not applicable to CMSA providing the wastewater services. CDCR representatives stated that CMSA will only be expected to comply with applicable provisions. Each Exhibit in the new Agreement is summarized below.

Scope of Work (Exhibit A): The current Agreement's operative scope of work includes operating the main San Quentin pump station and its forcemain, providing corrective and preventative maintenance on the pump station equipment and systems, and treating and disposing of the prison property wastewater and biosolids. The scope also includes several non-operative provisions such as insurance, confidentiality, and dispute resolution.

The new draft Agreement's operative scope is nearly identical, and includes operating and maintaining an additional lift station near the San Quentin east gate. The new Exhibit A-1 "Operations and Maintenance Specifications" replaces the current Agreement's Exhibit D, and includes all the Agency's proposed revisions.

Most non-operative provisions in the current Agreement are now located in the new Exhibit D.

Invoicing and Payment (Exhibit B): This Exhibit includes payment provisions for CMSA’s services and invoicing information. Exhibit B-1 is a Rate Sheet that shows the services CMSA will provide for each of the next five fiscal years with maximum allowances for each service. CDCR prefers to include the maximum fee with any contingencies each fiscal year to ensure appropriate funding is allocated by the State to the specific CDCR budget accounts. CMSA’s actual annual service charges each year will likely be less than the maximum amounts listed for each service.

The wastewater service fee is comprised of three components – wastewater treatment, wastewater capital debt service, and pump station maintenance for each year during the five-year term. A contingency for a planned debt issuance in FY26 is included in the wastewater capital debt service fee, and a contingency for San Quentin’s share of the Nutrient Removal Project is included in the final two fiscal years, FY 29 and FY30. The Agreement also includes an Extra Service allowance of \$1.1 million for project work not included in the Agreement’s scope of work. During the current Agreement’s term, extra work that was separately approved by CDCR included replacement of the main electrical power distribution system and control panel, diesel emergency generator and automatic transfer switch, and ventilation exhaust system; and installing new close-coupled pump motors, transformers, and gas monitoring system.

The FY25 contract service fee and the annual FY26-30 service fees are shown below with the Nutrient Removal Project Contingency in FY29 and FY30.

<b>Service</b>	<b>FY25 Fee</b>	<b>FY26-28 Fee</b>	<b>FY29 and FY30 Fee</b>
Wastewater Treatment <sup>1</sup>	\$815,000	\$996,000	\$996,000
Capital Debt Service <sup>2</sup>	\$382,000	\$526,000	\$526,000
Pump Station Maintenance <sup>3</sup>	\$500,000	\$567,000	\$567,000
Nutrient Removal Project <sup>4</sup>	0	0	\$439,000
<b>Total</b>	<b>\$1,697,000</b>	<b>\$2,089,000</b>	<b>\$2,528,000</b>

Notes

- (1) San Quentin’s base year wastewater treatment fee is based on the 3-yr flow/strength allocation methodology, and will the annual fee increase pursuant to the CMSA Board’s adopted revenue plan for the satellite collection agencies, which is 4.5% in FY26, FY27, and FY28, and estimated to be 3.5% in FY29 and FY30 – if the annual fee exceeds the estimated \$996,000, CMSA and CDCR staff will amend this agreement to reflect the appropriate treatment fee.
- (2) The annual capital debt service fee is a fixed amount of \$433,000 and includes San Quentin’s share of the FY15 and FY20 revenue bond debt services payments. If the Board approves a planned FY27 revenue bond issuance, the annual fee increases to \$526,000.
- (3) Pump station maintenance expenses, including cleaning the influent channel screens from 6am to 10pm, will be up to \$491,000 the first year of the agreement with the labor

components adjusting per the San Francisco Bay Area annual CPI for each subsequent year of the Agreement, with a maximum amount of \$567,000 in the fifth year.

- (4) CMSA has started the planning for a Nutrient Removal Project and anticipates issuing some form of debt in 2028 to fund the project's construction costs, which are currently estimated to be \$65 million. This figure will change based on the final design project cost estimate, which will be known in 2028. In FY29, after the debt proceeds have been received, CMSA will add the San Quentin share of the Nutrient Removal Project debt service to the monthly service invoice. Assuming a \$65 million construction cost and debt terms of 20 years at 3.5%, the monthly fee increase will be approximately \$36,600.

Special Terms and Conditions for Public Entity Agreements (Exhibit D): This Exhibit includes provisions required in State and CDCR contracts. Several of the non-operative provisions in the current Agreement's Exhibit A and Exhibit C are in this new Exhibit D.

Prison Rape Elimination Policy (Exhibit E): This policy is a required in all CDCR contracts.

**Attachments:**

- 1) Draft Agreement Exhibits A, A-1, B, B-1, D and E.
- 2) Proposed 2020 CDCR/CMSA Agreement Revisions sent to CDCR.





## WASTEWATER TREATMENT SERVICES

### 1. Introduction

This Agreement is entered into by and between the Central Marin Sanitation Agency (CMSA), and the California Department of Corrections and Rehabilitation (CDCR) for Wastewater Treatment Services at the San Quentin Rehabilitation Center (SQRC) located at 100 Main Street, San Quentin, California, 94964, which includes the San Quentin Wastewater Conveyance Systems (SQWCS).

This Agreement utilized the CMSA owned and operated regional wastewater treatment facility (WWTP) in San Rafael, adjacent to SQRC, that treats the wastewater and biosolids from the residents, businesses, and institutions in Central Marin County.

CDCR agrees to pay CMSA for all reasonable and verified costs associated with providing services performed under this Agreement, and detailed in Exhibit B-1, Rate Sheet, including direct costs for contractors, consultants, equipment and material procurement, CMSA labor, and other related expenses in response to, stabilize, correct, and/or address an emergency situation at the SQRC pump stations or for the 16" force main.

### 2. San Quentin Wastewater Conveyance Systems (SQWCS)

The SQWCS is located on the grounds of the SQRC and consists of building laterals, gravity sewer lines, lift stations, force mains, and a main pump station, which includes a wet well, influent channel screens, and channel grinders and augers.

The SQWCS connects to the CMSA regional treatment facilities and the marine outfall, via ~~SQRC~~ the SQRC 16" force main connecting into the CMSA maintained 54" Ross Valley interceptor.

### 3. Scope of Services

The operations and maintenance (O&M) shall include maintaining and operating the lift station and main pump station, and transporting the wastewater to CMSA for treatment and disposal of the wastewater. This includes all system components starting at the SQRC lift station near the east gate, main pump station wet well through the pump station, and the 16" force main connecting into the CMSA maintained 54" interceptor in the San Quentin Junction Box.

CMSA shall regularly perform comprehensive preventive and corrective maintenance on each pump station's equipment and components as recommended by manufacturers or industry standards. The CDCR shall pay electrical costs for the operation of the lift and main pump stations, systems, and equipment on SQRC property.

#### A. Treatment

CMSA shall safely transport the SQRC wastewater to its treatment facility. CMSA shall receive, process, and dispose of the wastewater and biosolids generated by the SQRC property in accordance with the requirements in its National Pollutant Discharge Elimination System permit issued by the San Francisco Bay Regional Water Quality Control Board. CMSA will be responsible for complying with all federal, State, regional,

and local wastewater and biosolids treatment and disposal, monitoring, reporting, and other related regulatory requirements, with respect to the wastewater it is obligated to transport and treat under this Agreement.

## **B. Operations and Maintenance Specifications**

The specific O&M activities are detailed in Exhibit A-1, Operations and Maintenance Specifications. The activities may be adjusted or modified only in the case of mutual agreement of CDCR and CMSA.

## **C. Emergency Services**

CMSA shall respond to pump station alarms and other system emergencies twenty-four (24) hours a day, seven days a week. CMSA shall take all necessary actions to stabilize such emergencies. The CDCR shall be immediately notified as to any critical or emergency events during normal business hours. CMSA will notify CDCR within twenty-four (24) hours, if after hours, on weekends or holidays. The emergency notification contact is the institutional Watch Commander, at (415) 455-5051.

CMSA may retain outside consultants and subcontractors, in accordance to Exhibit D, Special Terms and Conditions for Public Entity Agreements, to respond to and address such emergencies.

It is the responsibility of CDCR to provide gate access to CMSA and approved subcontractors/consultants when responding to an emergency.

## **D. Replacement of Parts & Equipment**

The CMSA shall maintain all equipment, including regular replacement of lubricants and parts required for normal maintenance. This obligation shall not include replacement of equipment or parts due to sudden breakage or equipment failure, which shall be considered extra services.

## **E. Extra Services**

CMSA agrees, subject to its discretion and to CDCR's consent, to perform extra services on an as-needed and/or as-requested basis, depending on staff expertise and resource availability, and subject to the following conditions.

CMSA agrees to provide a scope of work and cost estimate to CDCR for any extra services. CDCR shall review both and if approved, CDCR will issue a written notice to proceed.

Except in an emergency involving life, safety, violations of the CMSA NDPES permit, or response to a sanitary sewer overflow, CMSA shall only perform extra services upon written request and written confirmation of acceptance by CDCR of CMSA's written scope and estimate of the charge for the extra service.

CMSA agrees to provide an invoice to CDCR within sixty (60) days of performance and completion of any approved or emergency extra services. CMSA shall submit an Extra Services Invoice for the work performed during the month.

#### **F. Reporting Sewer Overflows**

The CDCR shall be responsible for meeting the State Water Resources Control Board and San Francisco Bay Regional Water Quality Control Board's (RWQCB) sanitary sewer overflow (SSO) reporting requirements. CMSA shall report any observed discharge incidents to CDCR as soon as practicably possible, but in no event later than twenty-four (24) hours after the incident has been observed and/or addressed. CMSA will report overflows, if CDCR staff are unavailable, to the County of Marin Environmental Health Services, the Office of Emergency Services, and other required regulatory agencies to meet the two-hour notification requirement. CMSA personnel shall follow SSO reporting procedures in the CMSA Emergency Action Plan (EAP). Follow-up reporting shall be done by CDCR.

At the CDCR's request and based on CMSA's staff availability, CMSA will assist with investigating the causes of the SSO, calculating the volume of sewage released from the collection system, and preparing written reports to the appropriate regulatory agencies as needed. Investigation efforts by CMSA will be considered extra services for the purposes of compensation provisions under this Agreement.

#### **G. Reports and Documents of Services**

CMSA shall maintain and provide access or copies, upon request, to all regulatory documents, annual operations and capital budgets, ten (10) year capital improvement plans and financial forecasts, and other operational, regulatory, and financial documents concerning the O&M services provided under this Agreement. CMSA, upon request, will provide copies of its audited financial statements and annual comprehensive financial reports.

CMSA shall, whenever possible, provide CDCR notice and estimates of cost to repair or replace equipment to which its obligations relate under this Agreement as soon as CMSA observes conditions of equipment indicating likely near-term failure or breakdown.

CMSA shall participate in required government agency inspections.

CMSA will prepare a monthly wastewater service report for CDCR that includes the main pump station flow information and a brief summary of the completed corrective and preventative maintenance activities.

#### **H. Pump Station Screen Cleaning Hours**

CMSA will perform the routine cleaning of the pump station influent channel screens upstream of the channel grinders between 6AM and 10PM, including weekends and holidays. SQRC will be responsible for the screen cleaning between 10PM and 6AM.

#### **4. Compliance with Law**

CMSA shall perform all services of this Agreement in strict accordance with all applicable laws and regulations.

CMSA agrees to comply with all labor laws relating to wages, hours, and working conditions of its employees, agents, and subcontractors who may perform services or provide labor in connection with this Agreement, including, but not limited to the requirement to pay its employees' wages not less than current California minimum wage, in accordance with Section 1182.11 of the California Labor Code. CMSA agrees to defend, indemnify and hold CDCR harmless on all claims by government agencies or private parties for violations of such labor laws.

CMSA agrees to comply with all laws regarding the handling, storage, and disposal of hazardous wastes in the performance of the services subject of this Agreement and to defend, indemnify and hold CDCR harmless on all claims by government agencies or private parties for violations of laws governing the use, storage, and disposal of hazardous wastes.

#### **5. Term of Agreement.**

The term of this Agreement shall commence on July 1, 2025, and shall expire on June 30, 2030.

#### **6. Site Access and Safety**

The CDCR shall provide CMSA access to the SQWCS through the west main facility gate unless some other access is mutually agreed upon. CMSA agrees to comply with all CDCR security regulations pertaining to visitor and outside contractor access, including security clearance for each individual seeking access to the service area.

CMSA is solely responsible for any loss due to theft of CMSA tools, equipment, or materials left or stored in the service area. CMSA agrees to remove all CMSA tools, materials, and equipment from the service area when not in use, and to maintain the service area broom clean.

CMSA shall provide and maintain reasonable protection measures to prevent damage to institution/prison property in the course of its performance of this Agreement.

CMSA shall provide and maintain reasonable worksite safety equipment, such as fire extinguishers, air monitoring systems, and eye wash stations, to be used in the event of an emergency, and will provide and maintain personal protective equipment at both pump stations.

#### **7. Continuation of Operations**

The SQRC operates twenty-four (24) hours a day, every day of the year. Except in an emergency which threatens the health and safety of persons or violation of the NDPES permit, CMSA shall not cause any reduction or interruption of sanitary sewer transportation and treatment without the prior written consent of CDCR.

In the event CMSA determines an interruption or reduction of wastewater services is required for the maintenance or repair of either pump station, CMSA shall consult with CDCR to schedule the work at a time consistent with the needs of the operations of the facility.

## **8. Licenses/Qualifications**

CMSA has been selected to perform the services of this Agreement because of the integration of the SQWCS with the CMSA wastewater treatment system and the special knowledge, skills, experience and expertise of key employees of CMSA in the operations of its system. CMSA shall prepare and submit to CDCR an organizational chart identifying key employees assigned to perform this Agreement, including their titles.

CMSA shall designate a qualified, experienced senior employee satisfactory to CDCR as the Project Manager who shall, so long as performance continues to be acceptable to CDCR, remain in charge of the services provided under this Agreement over its duration.

Prior to making any changes in the lead/key personnel associated with this Agreement, CMSA shall submit a written notification for such change to CDCR. The notification shall be made at least ten (10) calendar days prior to the proposed change and shall outline the reason for the personnel change and provide statements of qualifications of persons, which CMSA proposes for assignment to that position.

CMSA shall, without additional expense to CDCR, be responsible for obtaining any business and professional licenses and permits and for complying with any applicable Federal or State laws, codes and regulations, and municipal ordinances, as necessary for the prosecution of the services of this Agreement.

## **9. Warranties**

CMSA represents and warrants that all parts, pieces, and components of every kind installed, placed, positioned or connected to the SQWCS will be new or rehabilitated, and handled in conformance with all manufacturers' warranties. CMSA agrees to repair or replace at its own expense, any part, piece, or component installed, either by CMSA or under its direction, which fails for any reason within the greater of one year or the term of the manufacturer's warranty for such item(s). This obligation shall survive the termination or expiration of this Agreement.

## **10. Records**

CMSA agrees to maintain records of all labor, equipment, and materials supplied to and charged CDCR for the performance of this Agreement in accordance with generally accepted accounting practices. The CDCR, or any duly authorized representative, shall have access and the right to examine, copy, audit, excerpt and transcribe any books, documents, papers or records of CMSA, which, in the reasonable opinion of CDCR, may be related or pertinent to the Agreement. Such material must be retained for a period of three years after final payment in accordance with California Government Code Section 8546.7.

## 11. Contact Information

### **Billing/Payment:**

California Department of Corrections and Rehabilitation (CDCR)  
ASB - Sacramento  
Attention: Accounts Payable B  
P.O. Box 187016  
Sacramento, CA 95818-7016

### **Scope of Work/Performance:**

#### **CMSA**

Jason Dow, General Manager  
Central Marin Sanitation Agency  
1301 Andersen Drive  
San Rafael, CA 94901  
Email: JDow@cmsa.us

#### **CDCR**

Lewis Callahan, Regional Facility Maintenance Manager  
Facility Maintenance and Regulatory Compliance Branch  
9838 Old Placerville Road, Suite B  
Sacramento, CA 95827  
Email: Lewis.Callahan@cdcr.ca.gov

Kyle Cox, Correctional Plant Manager  
San Quentin Rehabilitation Center  
100 Main Street, San Quentin, CA 94964  
Phone: 415-454-1460; 5079

Matthew O'Byrne, Associate Construction Analyst  
San Quentin Rehabilitation Center  
100 Main Street, San Quentin, CA 94964  
Phone: 415-454-1460; 5220  
Email: Matthew.O'Byrne@cdcr.ca.gov

### **General Contract Concerns:**

Office of Business Services  
Contracts Management Branch  
Phone Number: 279-210-3719  
Email: m\_cdcrobscontracts@cdcr.ca.gov

The O&M Specifications details the comprehensive preventive and corrective maintenance that shall be performed by CMSA for each pump stations equipment and components as recommended by manufacturers or industry standards. All Section A and B tasks shall be performed at the main pump station, and applicable task will be performed at the lift station. Adjustments or modifications may occur only in the case of mutual agreement of CDCR and CMSA.

## **A. Mechanical Maintenance Tasks**

### **Daily:**

1. Conduct daily inspections Monday – Friday (excluding Agency Holidays).
2. Ensure air handling system is operational.
3. Test pump operation and verify indicator lamps are operational.
4. Perform visual grounds inspection.
5. Verify standby emergency generator battery charger is functional.

### **Weekly:**

1. Perform general housekeeping, debris removal, and spot painting.
2. Inspect and clean wet well; degrease as necessary.
3. Ensure Programmable Logic Controllers, Human Machine Interface, and Control Cabinets are operational, and Supervisory Control and Data Acquisition (SCADA) readings are accurate.
4. Inspect wet well augers and grinders.
5. Inspect standby generator's batteries for leaks and corrosion; top off fluid as needed.
6. Verify standby generator's block heater is functioning.
7. Test eyewash stations.

### **Monthly:**

1. Test wet well level control instrumentation and consistency with SCADA.
2. Test sump pumps and add bleach solution as needed to sump for mosquito control.
3. Exercise all station's dry and wet side plug valves; ensure check valves are sealed properly.
4. Inspect fire extinguishers.
5. Verify standby generator battery electrolyte level and add if necessary.
6. Check the standby generator fluid levels and diesel day tank level, and exercise generator at normal operating temperature (log hours and reason for operation in engine logbook).
7. Verify diesel storage tank always holds at least 72 hours of fuel runtime.
8. Inspect all ladders.
9. Test standby generator's Automatic Transfer Switch (ATS) for proper operation.
10. Diesel fuel fill requests for the standby generator's tank are made through SQ Prison's Engineering Department.

### **Semi-Annually:**

1. Inspect and replace auger system brushes as necessary.
2. Inspect, clean, and remove the air-release-valve (ARV) on the 16" SQPS force main located in the median manhole just outside the prison's West entrance gate.

### **Annually:**

1. Isolate and clean station's pumps; inspect volute and impeller wear and clearances.
2. Perform standby generator maintenance: change oil, oil and diesel filters, hoses, belts.

3. Test diesel day tank's manual priming pump to ensure it provides fuel as designed.
4. Inspect and exercise influent and effluent isolation gates.

**As Needed:**

1. If deficiencies that cannot be immediately corrected and affect operation, CMSA will report the situation and solution to CDCR.
2. Degrease wet well walls; apply odor control as needed.
3. Repair or replace pumps and check valves as necessary.

**B. Electrical, Instrumentation, Communication, and Alarm System Tasks**

**Semi-Annually:**

1. Test all alarms and verify signals locally and through SCADA to CMSA.

**Annually:**

1. Inspect, clean, and perform thermal imaging scans on motor controllers (MCCs) and all control panels.
2. Inspect and clean the emergency standby generator's switchgear components. Inspect, tighten terminal connections, ensure mechanical interlocks function properly, check mechanical operation of components, add dielectric grease to contacts, and verify equipment is properly labeled per NFPA 70E (Arc flash).
3. Check amperage and megger all motor equipment.
4. Inspect and clean non-sealed motor contracts.
5. Calibrate and verify pressure transducers locally and ensure SCADA signaling is recording to CMSA.
6. Inspect, clean, test, and replace four-gas air monitoring system sensor heads. Verify local audible alarm, and alarm signal on SCADA at CMSA.
7. Zero the 16" effluent flow meter.
8. Inspect standby generator backup battery charging system.
9. Verify level control (wet well, sumps, influent channel) systems are accurate locally and SCADA signaling is transmitting to CMSA.
10. Inspect ATS components and electrical connections.
11. Ensure SCADA and radio telemetry systems are operational and communicating.
12. Perform necessary electrical and instrumentation repairs.

**C. Jobsite Hazard Inspection & Safety Equipment Inspections**

**Annually:**

1. Perform jobsite hazard analysis and report findings to CDCR.
2. Certify fire extinguishers.



**1. Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement number and Purchase Order number and shall be submitted not more frequently than monthly in arrears to the address provided below. Invoices shall be itemized, separating parts and labor. Labor hours shall be clearly listed and according to actual hours in which services were performed. Approved estimates, Service Reports, parts receipts, and/or subcontractor receipts shall accompany the invoice to the State. Payment will be for actual expenses only, not estimated costs.
- c. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

**To submit invoices by mail for Institutions, DJJ Facilities, DJJ Headquarters, and Board of Parole Hearing contracts:**

California Department of Corrections and Rehabilitation (CDCR)  
ASB - Sacramento  
Attention: **Accounts Payable B**  
P.O. Box 187016  
Sacramento, CA 95818-7016

**For electronic submission, send invoices to:**  
**[Institutionnonmedcontractinvoices@cdcr.ca.gov](mailto:Institutionnonmedcontractinvoices@cdcr.ca.gov)**

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**4. Subcontractors**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

When a subcontractor is utilized, the subcontractor must provide a detailed, itemized receipt that adheres to the terms of this Agreement. Under no circumstances will the Contractor be allowed to mark up or manipulate the hours of the quote provided by the subcontractor in order to cover additional expenses. The quote from the subcontractor and Contractor must adhere to the rates identified in the Exhibit B-1, Rate Sheet. There will be no additional compensation for any work that is performed by a subcontractor that was not identified on the Exhibit A, Scope of Work.

**5. Advanced Payment for Non-Profit Organizations**

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

**6. City/County Rate Increase**

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

**WASTEWATER TREATMENT SERVICES**

Quantities listed in Exhibit B-1, Rate Sheet are the State's estimates only. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase/omit portions of work as may be deemed necessary or advisable by the State.

All prices shall be in U.S. currency and shall encompass every item of expense necessary to perform the services.

**A. FY 2025/26 Services**

Service Description	=	Total
Wastewater Treatment <sup>1</sup>	=	\$996,000.00
Wastewater Capital Debt Service <sup>2</sup>	=	\$526,000.00
Pump Station Maintenance <sup>3</sup>	=	\$567,000.00
<b>Total A =</b>		<b>\$2,089,000.00</b>

**B. FY 2026/27 Services**

Service Description	=	Total
Wastewater Treatment	=	\$996,000.00
Wastewater Capital Debt Service	=	\$526,000.00
Pump Station Maintenance	=	\$567,000.00
<b>Total B =</b>		<b>\$2,089,000.00</b>

**C. FY 2027/28 Services**

Service Description	=	Total
Wastewater Treatment	=	\$996,000.00
Wastewater Capital Debt Service	=	\$526,000.00
Pump Station Maintenance	=	\$567,000.00
<b>Total C =</b>		<b>\$2,089,000.00</b>

**D. FY 2028/29 Services**

Service Description	=	Total
Wastewater Treatment	=	\$996,000.00
Wastewater Capital Debt Service	=	\$526,000.00
Pump Station Maintenance	=	\$567,000.00
Nutrient Removal Project <sup>4</sup>	=	\$439,200.00
<b>Total D =</b>		<b>\$2,528,200.00</b>

**E. FY 2029/30 Services**

Service Description	=	Total
Wastewater Treatment	=	\$996,000.00
Wastewater Capital Debt Service	=	\$526,000.00
Pump Station Maintenance	=	\$567,000.00
Nutrient Removal Project	=	\$439,200.00
<b>Total E =</b>		<b>\$2,528,200.00</b>

**F. Extra Services (Full Term)**

All extra services provided for Agreement.	=	\$1,100,000.00
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**TOTAL FOR AGREEMENT (A + B + C + D + E + F) = \$12,423,400.00**  
**BASIS OF AGREEMENT**

**NOTES:**

<sup>1</sup> CMSA's wastewater treatment fee is allocated based on each satellite collection agency's wastewater flow and strength. CMSA continuously measures the wastewater flow from San Quentin and the three other collection agencies, and routinely samples each agency's wastewater strength. The annual fee allocation is based on each agency's proportional flow and strength relative to CMSA's combined influent wastewater flow and strength. San Quentin's wastewater treatment base fee is allocated based on the 3-year flow/strength methodology, and will increase pursuant to the CMSA Board's adopted revenue plan for the satellite collection agencies, which is 4.5% in FY26, FY27, and FY28, and estimated to be 3.5% in FY29 and FY30— if the annual fee exceeds the NTE limit of \$996K, CMSA and CDCR staff will amend this agreement to reflect the appropriate treatment fee.

<sup>2</sup> The annual capital fee is a fixed amount of \$433,000 for, and may increase to \$526,000 in FY27 or a future year if the CMSA Board approved revenue bond financing for certain capital projects.

<sup>3</sup> Pump station maintenance expenses, including cleaning the influent channel screens from 6am to 10pm, will be up to \$491,000 the first year of the agreement with the labor components adjusting per the San Francisco Bay Area annual CPI for each subsequent year of the Agreement, NTE \$ 567,000 in the fifth year.

<sup>4</sup> CMSA is required to remove approximately 62% of the nutrients in its treated water by 2034 pursuant to the S.F. Bay Nutrient Watershed Permit that was adopted by the S.F. Bay Regional Water Board in July 2024. CMSA has started the planning for a Nutrient Removal Project and anticipates issuing some form of debt in 2028 to fund the project's construction costs, which are currently estimated to be \$65 million. This figure will change based on the final design project cost estimate, which will be known in 2028. In FY29, after the debt proceeds have been received, CMSA will add the San Quentin share of the Nutrient Removal Project debt service to the monthly service invoice. Assuming a \$65 million construction cost and debt terms of 20 years at 3.5%, the monthly fee increase will be approximately \$36,600.

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**3. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**Commented [JD1]:** CMSA cannot suspend the work since the prison will always be generating wastewater for delivery and treatment. Suggest removing?

**7. Extension of Term**

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting incarcerated individual and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to incarcerated

individuals/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that incarcerated individuals and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with incarcerated individuals and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR incarcerated individuals and/or parolees at the facility and access to incarcerated individual and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**9. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**11. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

**13. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

**15. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.



**a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

**b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to incarcerated individuals or parolees. The Contractor shall not itself employ or offer to employ incarcerated individuals or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with incarcerated individuals or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

#### **16. Compliance with Legal Requirements**

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper

authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

**17. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**18. Travel**

Contractor’s rates shall include all travel expenses required to perform services in accordance with this contract.

**19. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor’s employee(s) upon their departure or termination.

**20. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**21. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**22. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras,

calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**23. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**24. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**25. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any incarcerated individual or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

**26. Additional Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

**27. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its

employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

**28. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability – Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined.

Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

**29. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**30. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**31. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison incarcerated individuals or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison incarcerated individuals or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison incarcerated individuals, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and Title 9, Section 30936; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, and Title 9, Sections 30275 and 30958; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and Title 9, Section 30275; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison incarcerated individuals to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison incarcerated individuals or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and

4574; WIC Section 1152, CCR, Title 9, sections 30976 and 30945; WIC Section 1001.5.

- g. It is illegal to give or take letters from incarcerated individuals or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison incarcerated individuals or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and Title 9, Section 31609; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, and Title 9, Sections 30935 and 30275.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison incarcerated individual or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and Title 9, Section 30275.

- j. Interviews with SPECIFIC INCARCERATED INDIVIDUALS are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and Title 9, Section 31100(a)(1).

### **32. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **33. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.



#### **34. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our incarcerated individuals, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct of an incarcerated individual shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

**35. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**36. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish

positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.



The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word “staff” includes volunteers and private contractors.

### **Historical Information**

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

### **CDCR Policy**

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR’s policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

### **Professional Behavior**

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.

- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

**Preventative Measures**

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

**Detection**

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment

**PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.**

**Duty to Report**

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?  
 Yes    No    If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?  
 Yes    No    If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?  
 Yes    No    If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?  
 Yes    No    If yes, provide the date of the incident and the facility name in the space below.

If you answered “Yes” to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date





EXHIBIT A – SCOPE OF WORK  
SAN QUENTIN STATE PRISON WASTEWATER SERVICE AGREEMENT  
BETWEEN  
CENTRAL MARIN SANITATION AGENCY  
AND  
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

This Agreement ("Agreement") dated, 20202025, is entered into by and between the Central Marin Sanitation Agency (hereinafter referred to as CMSA), and the State of California Department of Corrections and Rehabilitation (hereinafter referred to as CDCR).

WHEREAS, the CDCR owns and operates the San Quentin State Prison (SQSP) located at 100 Main Street, San Quentin, California, 94964, which includes the San Quentin Wastewater Conveyance Systems (SQWCS);

WHEREAS, the CMSA owns and operates a regional wastewater treatment facility (WWTP) in San Rafael, adjacent to SQSP, that treats ~~and processes~~ the wastewater and biosolids from the residents, businesses, and institutions in Central Marin County;

WHEREAS, the CMSA currently provides treatment for the wastewater discharged by SQSP and conveyed to the WWTP by the SQWCS, and operates and maintains the main San Quentin State Prison pump station, under a 2014-2019 Wastewater Service Agreement;

WHEREAS, the CDCR and CMSA now desire to enter into a new multi-year Agreement under which CMSA will continue to maintain and operate the SQWCS' transport facilities (pump stations) on behalf of CDCR to ensure the uninterrupted conveyance of SQSP wastewater to the CMSA WWTP for treatment and disposal; and

**1. San Quentin Wastewater Conveyance System.**

- A. The SQWCS, which is located on the grounds of the SQSP, consists of building laterals, gravity sewer lines, lift stations, forcemains, and a main pump station, which includes a wet well, influent channel screens, and channel grinders and augers.
- B. The SQWCS connects to the CMSA regional treatment facilities and the marine outfall, via ~~a 54" interceptor upstream of the 16" SQSP force main. the SQSP 16" force main connecting into the CMSA maintained 54" Ross Valley interceptor.~~

**2. Scope of Service.**

- A. *Monthly Services.* CMSA agrees to provide all labor, materials, equipment, services, expertise and licenses necessary to maintain and operate the SQSP lift station and main pump station ~~and wet well~~, transport the wastewater to CMSA, and treat and dispose of the wastewater and biosolids.
  - 1. *Scope of Pump Station Operations and Maintenance.* The operations and maintenance (O&M) shall include ~~the furnishing of all labor, materials, equipment, services, expertise, and licenses necessary to maintaining~~ and operate operating the

lift station and main pump station, and transporting the wastewater to CMSA, for treatment and disposal of the wastewater. This includes all system components starting at the San Quentin State Prison SQSP lift station near the east gate, main pump station wet well through the pump station, and the 16" force main connecting into the CMSA maintained 54" interceptor in the San Quentin Junction Box. CMSA shall regularly perform comprehensive preventive and corrective maintenance on the each pump stations equipment and components as recommended by manufacturers or industry standards. The CDCR shall pay electrical costs for the operation of the lift and main pump stations, systems, and equipment on SQSP property.

2. *Treatment.* CMSA shall safely transport the SQSP wastewater to its treatment facility. CMSA shall receive, process, and dispose of the wastewater and biosolids generated by the SQSP property in accordance with the requirements in its National Pollutant Discharge Elimination System permit issued by the San Francisco Bay Regional Water Quality Control Board. CMSA will be responsible for complying with all federal, State, regional, and local wastewater and biosolids treatment and disposal monitoring, reporting, and other related regulatory requirements, with respect to the wastewater it is obligated to transport under this Agreement.
3. *Operations and Maintenance Specifications.* The specific monitoring and maintenance activities contemplated under A.1. above, are shown in Exhibit D, which occasionally will be modified by mutual agreement of CDCR and CMSA.
4. *Emergency Services.* CMSA shall reasonably respond to pump station alarms and other system emergencies 24 hours a day, seven days a week. CMSA shall take all necessary actions to stabilize such emergencies. The CDCR authorizes the CMSA to retain outside consultants and contractors, as needed, to respond to and address the such emergencies. The CDCR shall be immediately notified as to any critical or emergency events during normal business hours. CMSA will notify CDCR within 24 hours, if after hours, on weekends or holidays. The emergency notification contact is the institutional Watch Commander, at (415) 455-5051.

CDCR shall provide gate access to CMSA—hired contractors and consultants to respond to an emergency. If emergency access is not provided in a timely manner, CMSA will not be held liable for any damages or regulatory fines associated with the emergency event; and CDCR will defend, indemnify, and hold harmless CMSA against any claim or liability of any kind, including reasonable attorneys' fees, asserted by any third party related to such emergency event.

The CDCR agrees to pay CMSA for all reasonable and verified costs associated with providing emergency services performed under this Agreement, including direct costs for contractors, consultants, equipment and material procurement, CMSA labor, and other related expenses in response to, stabilize, correct, and/or address an emergency situation at the SQSP pump stations or for ~~its~~ the 16" forcemain.

5. *Replacement of Parts & Equipment.* The CMSA shall maintain all equipment, including regular replacement of lubricants and parts required for normal maintenance. This obligation shall not include replacement of equipment or parts

due to sudden breakage or equipment failure, which shall be considered extra services.

B. *Extra Services.* CMSA agrees, subject to its discretion and to CDCR's consent, to perform extra services on an as-needed and/or as-requested basis, reasonably preformed with/depending on staff expertise and resource availability, and subject to the following conditions.

1. CMSA agrees to provide a scope of work and cost estimates to CDCR for ~~these any~~ extra services. The CDCR shall review ~~the cost estimate~~ both and if approved, CDCR will issue a written notice to proceed.
2. Except in an emergency involving life, safety, violations of the CMSA NDPES permit, or response to a sanitary sewer overflow, CMSA shall only perform extra services upon written request and written confirmation of acceptance by CDCR of CMSA's written scope and estimate of the charge for the extra service.
3. ~~The~~ CMSA agrees to provide an invoice to CDCR within 60 days of performance and completion of any approved or emergency extra services. CMSA shall submit an Extra Services Invoice for the work performed during the month.

C. *Reporting Sewer Overflows.*

1. The CDCR shall be responsible for meeting the State Water Resources Control Board and San Francisco Bay Regional Water Quality Control Board's (RWQCB) sanitary sewer overflow (SSO) reporting requirements. ~~The~~ CMSA shall report any observed discharge incidents to CDCR as soon as practicably possible, but in no event later than 24 hours after the incident has been observed and/or addressed. ~~The~~ CMSA will verbally report overflows, if CDCR staff are unavailable, to the County of Marin Environmental Health Services, the Office of Emergency Services, and other required regulatory agencies to meet the two-hour notification requirement. ~~The~~ CMSA personnel shall follow SSO reporting procedures in the CMSA Emergency Response Action Plan (ERPEAP). Follow-up reporting shall be done by CDCR.
2. At the CDCR's request and based on CMSA's staff availability, CMSA will assist with investigating the causes of the SSO, calculating the volume of sewage released from the collection system, and preparing written reports to the appropriate regulatory agencies as needed. Investigation efforts by CMSA will be considered extra services for the purposes of compensation provisions under this Agreement.

D. *Reports and Documents of Services.*

1. CMSA shall maintain and provide access or copies, upon request, to all regulatory documents, annual operations and capital budgets, 10-year capital improvement plans and financial forecasts, and other operational, regulatory, and financial documents concerning the O&M services provided under this Agreement. CMSA, upon request, will provide copies of its audited financial statements and comprehensive annual ~~comprehensive~~ financial reports.
2. CMSA shall, whenever possible, provide CDCR notice and estimates of cost to repair or replace equipment to which its obligations relate under this Agreement as soon

as CMSA observes conditions of equipment indicating likely near term failure or breakdown ~~of equipment~~.

3. CMSA shall participate in required government agency inspections.
4. CMSA will prepare a monthly wastewater service report for CDCR that includes the main pump station flow information and a brief summary of the completed corrective and preventative maintenance activities.

E. *Compliance with Law.* CMSA shall perform all services of this Agreement in strict accordance with all applicable ~~laws and regulations. Codes, Standards, Regulations, and Authorities having jurisdiction. The latest edition of the documents shall apply.~~

F. *Pump Station Screen Cleaning Hours.* CMSA will perform the routine cleaning of the pump station influent channel screens upstream of the channel grinders between 6am and 10pm, including weekends and holidays. SQSP will be responsible for the screen cleaning between 10pm and 6am.

### 3. Term of Agreement.

A. *Original Term.* The term of this Agreement shall commence upon execution by CDCR and shall expire on June 30, ~~2025~~2030.

B. *Renewal Term.* This Agreement may be renewed one additional year by CDCR delivering to CMSA a renewal notice no later than 30 days prior to expiration of the term.

C. *Suspension.* Pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Suspension of Work Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. **Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Suspension of Work Notice.** During the period of contract suspension, CMSA is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the CDCR will be issued to the CMSA to resume work. (this section is unrealistic for pump station operations and wastewater treatment. We need to continue to perform and be compensated for the work)

D. *Termination Prior to Expiration.* The CDCR or CMSA may terminate this Agreement, for any reason, by 90 day written notice to either party.

E. *Continued Wastewater Treatment.* In the event either party terminates this contract, CMSA as the regional WWTP, a sole source provider, will continue to receive and treat the San Quentin State Prison property's wastewater and biosolids, and CDCR will compensate CMSA for those services at a fair and equitable negotiated service fee, and in no event shall such service fee be below CMSA's actual costs incurred to provide such services.

### 4. Access to Site to Perform Services.

A. The CDCR shall provide CMSA access to the SQWCS through the west main facility gate unless ~~otherwise approved by CDCR~~some other access is provided that is acceptable to CMSA. CMSA agrees to comply with all SQSP security regulations pertaining to visitor

and outside contractor access, including security clearance for each individual seeking access to the service area. CMSA agrees to screen employees for security purposes and cooperate with the SQSP plant operations staff ~~at SQSP to ensuring-ensure~~ safety and security of all inmates, staff, and visitors.

- B. CMSA or its authorized agents will comply with all CDCR rules and regulations. No article or material considered as contraband shall be brought on ~~said-real~~SQSP property. Contraband includes, but is not limited to, alcoholic beverages, narcotics, the possession and use of firearms, explosives or edged weapons and restricted controlled substances. Any willful violation of said rules and regulations are grounds for immediate termination of this Agreement, and could result in arrest and criminal prosecution.
- C. All of CMSA officers, employees, agents and contractors allowed by the Agreement within SQSP shall be prohibited from wearing denim jeans, blue chambray work shirts, orange vests, and any other articles of clothing disallowed by the authorities in charge.
- D. CMSA agrees to confine its operations and maintenance activities within the limits of designated service areas unless otherwise approved in advance.
- E. CMSA agrees to confine all material storage and employee parking within designated areas unless otherwise directed by the CDCR, and submit to all reasonable security measures including inspections and searches as deemed necessary for the security of the facility, inmates, and staff.
- F. CMSA is solely responsible for any loss due to theft of CMSA tools, equipment, or materials left or stored in the service area. CMSA agrees to remove all CMSA tools, materials, and equipment from the service area when not in use, and to maintain the service area broom clean.
- G. ~~CMSA is solely responsible for the health and safety of its employees while working in the service area and on the SQSP grounds.~~
- H. CMSA shall provide and maintain ~~adequate-reasonable~~ protection measures to prevent damage to institution/prison property in the course of its performance of this Agreement.
- I. CMSA shall provide and maintain ~~adequate-reasonable~~ worksite safety equipment, such as fire extinguishers, air monitoring systems, and eye wash stations, to be used in the event of an emergency, and will provide and maintain personal protective equipment at ~~the main~~both pump stations.
- J. CMSA is authorized to utilize laptops and tablets during performance of the ~~contract~~ Agreement O&M activities as the work area is confined to locations outside the main prison secure perimeter. The California Penal Code Section 4576 prohibits the possession and/or use of cellular phones and/or wireless communication devices on the premises of the institution without express written authorization by the SQSP Warden. CMSA shall annually submit a request for the use of these devices to the Correctional Plant Supervisor as part of the O&M work activities. The request shall include the make and model number of each device being brought on to SQSP property.

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## 5. Continuation of Operations.

- A. The SQSP operates 24 hours a day, every day of the year. Except in an emergency which threatens the health and safety of persons or violation of the NDPES permit, CMSA shall not cause any reduction or interruption of sanitary sewer transportation and treatment without the prior written consent of CDCR.
- B. In the event CMSA determines an interruption or reduction of wastewater services is required for the maintenance or repair of ~~the main~~either pump station, CMSA shall consult with CDCR to schedule the work at a time consistent with the needs of the operations of the facility.
- C. In the event of a dispute over fees CMSA will continue to perform the work during the ~~pendency~~resolution of the dispute. If CMSA fails to perform after notice of dispute, CDCR shall have the right to contract with another entity.

## 6. Integrated Agreement.

This Agreement represents the entire integrated ~~A~~agreement of the parties as to the subject matter of this writing. This Agreement may be changed only by a written amendment signed by authorized representatives of both parties.

## 7. CMSA Staff.

- A. CMSA has been selected to perform the services of this Agreement because of the integration of the SQWCS with the CMSA wastewater treatment system and the special knowledge, skills, experience and expertise of key employees of CMSA in the operations of its system. CMSA shall prepare and submit to CDCR an organizational chart identifying key employees assigned to perform this Agreement, including their titles.
- B. CMSA shall designate a qualified, experienced senior employee satisfactory to CDCR as the Project Manager who shall, so long as performance continues to be acceptable to CDCR, remain in charge of the services provided under this Agreement over its duration.
- C. Prior to making any changes in the lead/key personnel associated with this Agreement, CMSA shall submit a written notification for such change to CDCR. The notification shall be made at least ten (10) calendar days prior to the proposed change and shall outline the reason for the personnel change and provide statements of qualifications of persons, which CMSA proposes for assignment to that position.

## 8. Independent Contractor Status.

- A. CMSA is an independent contractor. As such, and not as an agent of CDCR, ~~and~~ CMSA shall, without additional expense to CDCR, be responsible for obtaining any business and professional licenses and permits and for complying with any applicable Federal or State laws, codes and regulations, and municipal ordinances, as necessary for the prosecution of the services of this Agreement.
- B. CMSA shall be similarly responsible for all damages to persons or property occurring as a result of CMSA or their authorized Agent's negligence to the extent caused by CMSA or their authorized Agent.

- 
- C. CMSA agrees, at no additional cost to CDCR, to join with and assist CDCR in defending any claim or action related to or arising out of CMSA's errors, omissions or negligence in the performance of this Agreement.

**9. Burdens and Benefits of Agreement.**

This Agreement shall be binding upon and inure to the benefit of all successors in interest to the parties of this Agreement

**10. Insurance.**

- A. At all times during the term of this Agreement, CMSA shall keep and maintain policies of insurance providing coverage for general liability, workers compensation benefits, and automobile liability on CMSA employees or their authorized agents. Each insurance policy shall be endorsed to state that coverage shall not be canceled or modified except after thirty (30) days prior written notice to CDCR by the insurer. Notwithstanding such endorsement, CMSA shall provide similar notification directly to CDCR. Notice shall be by certified mail. CMSA shall provide proof of said insurance and original endorsement to CDCR prior to the beginning of any work under this Agreement and shall further furnish an updated certificate of insurance to CDCR prior to expiration of the existing certificate.
- B. The certificates shall be issued by an admitted insurer as defined in the Insurance Code. Insurance shall be placed with insurers with a Bests' rating of no less than A: VII. This requirement may be waived in individual cases by CDCR provided however, in no event will a carrier with a Bests' rating below B: IX be acceptable. Failure to adhere strictly to these requirements shall result in the withholding of payment of CMSA's invoice(s) until such time as the aforementioned requirements are met. If CMSA fails to comply with the insurance provisions specified herein, CDCR reserves the right to terminate this Agreement. The cost of said insurance is an overhead cost included with the monthly O&M maintenance charge and shall not be separately billed to CDCR.
- C. General liability, automobile liability and workers compensation insurance coverage shall be provided with a limit of not less than one million dollars (\$1,000,000) per occurrence. The CDCR, its officials, employees and volunteers shall be covered as additional insured as respects: liability arising out of activities and/or services performed by or on behalf of CMSA at SQSP or in the operation of vehicles or equipment at or traveling to or from SQSP. Such coverage shall contain no special limitations on scope of the protection afforded CDCR, its officials, employees or volunteers.
- D. Where CMSA is liable to CDCR, CMSA's insurance coverage shall be primary insurance in respects to CDCR, its officials, employees and volunteers. Any insurance or self-insurance maintained by CDCR its officials, employees and volunteers shall be excess of CMSA's insurance and shall not contribute with it.

**11. No Waiver.**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of CDCR to declare a default, failure to perform, or to take any other action on account of the violation of such condition if such violation be continued or repeated.

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## 12. Compliance with Labor Laws.

CMSA agrees to comply with all labor laws relating to wages, hours, and working conditions of its employees, agents, and subcontractors who may perform services or provide labor in connection with this Agreement, including, but not limited to the requirement to pay its employees' wages not less than current California minimum wage, in accordance with Section 1182.11 of the California Labor Code. CMSA agrees to defend, indemnify and hold CDCR harmless on all claims by government agencies or private parties for violations of such labor laws.

## 13. Hazardous Materials

CMSA agrees to comply with all laws regarding the handling, storage, and disposal of hazardous wastes in the performance of the services subject of this Agreement and to defend, indemnify and hold CDCR harmless on all claims by government agencies or private parties for violations of laws governing the use, storage, and disposal of hazardous wastes.

## 14. Warranties.

CMSA represents and warrants that all parts, pieces, and components of every kind installed, placed, positioned or connected to the SQWCS will be new or rehabilitated, and handled in conformance with all manufacturers' warranties. CMSA agrees to repair or replace at its own expense, any part, piece, or component installed, either by CMSA or under its direction, which fails for any reason within the greater of one year or the term of the manufacturer's warranty for such item(s). This obligation shall survive the termination or expiration of this Agreement.

## 15. Conflicts of Interest.

CMSA, its commissioners, officers, and employees, shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflict of interest.

## 16. Confidentiality and Security.

- A. CMSA agrees to keep and maintain confidential, to the maximum extent allowed by law, all information that comes into its possession relating to the security measures employed by the SQSP for the security of its facility and protection of the safety of staff, visitors, and inmates.
- B. All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to ~~the~~ CMSA in order to carry out this Agreement, shall be protected by CMSA from unauthorized use and disclosure, to the maximum extent allowed by law.
- C. If the methods and procedures employed by CMSA for the protection of its data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written



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consent of the State. CMSA shall not be required under the provisions of this paragraph to keep confidential any data already in CMSA's possession that is independently developed by CMSA outside the scope of the contract or is rightfully obtained from third parties.

- D. No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by CMSA pursuant to this contract shall be released, published, or made available to any person (except to the State) without prior written approval by CDCR, except as required by law. CMSA is authorized to publish the San Quentin State Prison SQSP flow information in its regular NPDES/Process/Maintenance Activities Reports, and the completed San Quentin Pump Station maintenance work in its periodic Asset Management Program Reports.
- E. CMSA agrees, by acceptance of this contract, that it is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798 et seq. regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

#### **17. Employee Misconduct.**

- A. At all times during the performance of this contract, it shall be the responsibility of CMSA whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights that is committed by a CMSA employee, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s).
- B. To the extent the information provided by CMSA fails to ~~se~~ assure CDCR, CDCR may require any implicated CMSA staff be denied access to and the supervision of CDCR inmates and/or parolees at SQSP and access to inmate and/or parolee records.
- C. Notwithstanding the foregoing, and without waiving any obligation of CMSA, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of CMSA to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the contract.

#### **18. Financial Records.**

CMSA agrees to maintain records of all labor, equipment, and materials supplied to and charged CDCR for the performance of this Agreement in accordance with generally accepted accounting practices. Such records shall be available at the CMSA office identified in paragraph 21, below, to CDCR or its authorized representative during normal business hours, upon reasonable notice. The CDCR, or any duly authorized representative, shall have access and the right to examine, copy, audit, excerpt and transcribe any books, documents, papers or records of CMSA, which, in the reasonable opinion of CDCR, may be related or pertinent to the Agreement. Such material must be retained for a period of three years after final payment in accordance with California Government Code Section 8546.7.

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## 19. Enforcement by Arbitration.

All disputes arising under this Agreement shall be resolved by binding arbitration by the Office of Administrative Hearings located in Sacramento, CA, pursuant to Public Contract Code Sections 10240, et. Seq.

## 20. ~~Employment and Ex-Offenders~~

~~A. CMSA cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:~~

- ~~1. Ex-offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;~~
- ~~2. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a peace officer or public official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);~~
- ~~3. Ex-offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or~~
- ~~4. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:~~
  - ~~i. CMSA shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.~~
  - ~~ii. CMSA shall obtain prior written approval from the Chief of the Office of Substance Abuse Treatment Services (OSATS) to employ ex-offenders in a position providing direct supervision of inmates/parolees, and who have any conviction for any offense listed in Penal Code Section 667.5(c).~~
  - ~~iii. An ex-offender whose assigned duties will involve administrative or policy decision-making, accounting procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or CMSA. Evidence of such bond shall be supplied to the CDCR prior to the employment of the ex-offender.~~

~~B. Ex-offenders convicted of a Penal Code Section 12022.5 offense for use of a firearm, or for burglary, extortion, or robbery will not necessarily be precluded employment in the In-Prison Substance Abuse Programs (SAP), Substance Abuse Services Coordination Agencies (SASCA), Female Offender Treatment and Employment Program (FOTEP), and the Parolee Services Networks (PSN). The Chief of OSATS shall review such ex-offenders on a case-by-case basis to determine whether or not the applicant will be approved for employment. (Not applicable)~~

~~C. The criteria for approval or denial of security clearances for the CMSA are as follows:~~

- ~~1. CMSA staff cannot currently be a felon or civil addict, on parole or probation or under~~

~~any structured supervision as a result of criminal conduct.~~

- ~~2. Ex-offenders shall provide written evidence of successful completion of probation or parole.~~
- ~~3. Individuals required to register per Penal Code Section 290 are ineligible.~~
- ~~4. Individuals that fall under Health and Safety Code Section 11590 and/or Penal Code 457.1 shall (A) have completed their registration requirements, or (B) be reviewed on a case-by-case basis and approved by the Program Development Unit Parole Administrator.~~
- ~~5. Individuals with a conviction history involving a serious felony as defined by Penal Code 1192.7 shall be reviewed on a case-by-case basis and approved by the Program Development Unit Parole Administrator.~~
- ~~6.1. Individuals with a conviction history involving a violent felony, as defined by Penal Code Section 667.5, shall be reviewed on a case-by-case basis and approved by the Division of Adult Parole Operations Director.~~

**21. Agreement Contacts:**

- A. *Official notices:* All official notices under the terms of this Agreement shall be addressed as follows:

CMSA            Jason Dow, General Manager  
Central Marin Sanitation Agency  
1301 Andersen Drive  
San Rafael, CA 94901

CDCR            Lewis Callahan, Regional Manager  
Facilities Asset Management Branch  
9838 Old Placerville Road, Suite B  
Sacramento, CA 95827

- B. *Payment:* Invoices shall be mailed to the following location for payment:

CDCR            Attn: Mary Hersom, AGPA  
San Quentin State Prison  
100 Main Street, San Quentin, CA 94964  
Phone: 415-454-1460 ext 5122

- C. *Site Access:* All entrance and or work notices related to “on-site operational activities” shall be provided to:

CDCR            ~~Andy Crump, Correctional Plant Manager~~ [Needs to be updated](#)  
San Quentin State Prison  
100 Main Street, San Quentin, CA 94964  
Phone: 415-454-1460 ext 5079



Supplier  
NORTHEAST-WESTERN ENERGY SYSTEMS USA LLC, 1 Pearl Buck Ct. Unit B, Bristol, PA 19007, USA  
www.innio.com

Bill-to buyer  
CENTRAL MARIN SANITATION AGENCY  
1301 ANDERSON DRIVE  
San Rafael CA 94901  
United States

Customer Number: 3500573

Contact Person: Rethorn, Craig

Commercial Invoice      20251600236      Original      14-FEB-2025

Project Site Name: Central Marin Sanitation WWTP  
Unit Serial Number: JEN-1454879  
Service Request #: 1759549 SR Date 03-DEC-2024  
Sales Order Number: 5408561  
Customer PO Number: 0001  
Performance Date: 13-FEB-2025

Line	Quantity/ UOM	Item/ Description	Price List	Line Amount USD
1	1 Each	SPARES_MATERIAL MATERIAL REQUIRED TO FULFILL SPARE PARTS ORDER	357.13	357.13
<b>Total Line Amount</b>				<b>357.13</b>
Freight				0.00
Net Amount				357.13

EIN Reg. No	US Sales Tax %				Net Amount	Tax Amount	Invoice Amount Final
	Local Spl Tax Auth	City	County	State			
7550580	1.00	1.00	1.25	6.00	357.13	0.00	357.13

Payment Term: 30 days net  
Due Date: 16-MAR-2025

If paying by electronic funds transfer, please include invoice number or payment reference when making payment.  
Incoterm: DAP  
Title Transfer: Customer Site

## EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

### A. Fee for Base Monthly Services

1. CDCR agrees to pay, and CMSA agrees to accept, in compensation for the Monthly Wastewater Services the Not-to-Exceed (NTE) sum of ~~\$141,432,751~~174,083 per month / (~~\$1,697,193~~2,089,000) per year, as shown in the service expense breakdown below.

Wastewater Treatment (1)	\$ <del>815,000</del> <u>996,000</u>
Wastewater Capital Debt Service (2)	\$ <del>382,193</del> <u>526,000</u>
Pump Station Maintenance (3)	\$ <del>500,000</del> <u>567,000</u>
<u>Nutrient Removal Project (4)</u>	<u>\$ TBD (est \$439,000)</u>

**Total      \$ 2,089,000 + Nutrient Removal Project Cost Share in FY29 and FY30**

#### Notes:

- (1) CMSA's wastewater treatment fee is allocated based on each satellite collection agency's wastewater flow and strength. CMSA continuously measures the wastewater flow from San Quentin and the three other collection agencies, and routinely samples each agency's wastewater strength. The annual fee allocation is based on each agency's proportional flow and strength relative to CMSA's combined influent wastewater flow and strength. San Quentin's wastewater treatment fee will be allocated each year based on the flow/strength methodology, and will increase pursuant to the CMSA Board's adopted revenue plan for the satellite collection agencies, which is 4.5% in FY26, FY27, and FY28, and estimated to be 3.5% in FY29 and FY30— if the annual fee exceeds the NTE limit of ~~\$815K~~996K, CMSA and CDCR staff will amend this agreement to reflect the appropriate treatment fee.
- (2) The annual capital fee is a fixed amount of ~~\$382,193~~433,000 (~~4005 EDUs x \$95.4/EDU~~) for the duration of the Agreement, and may increase to \$526,000 in FY27 or a future year if the CMSA Board approved revenue bond financing for certain capital projects.
- (3) Pump station maintenance expenses, including cleaning the influent channel screens from 6am to 10pm, will be up to ~~\$400,000~~491,000 the first year of the agreement with the labor components adjusting per the San Francisco Bay Area annual CPI for each subsequent year of the Agreement, NTE ~~\$500,000~~ 567,000 in the fifth year.
- (4) **CMSA is required to remove approximately 62% of the nutrients in its treated water by 2034 pursuant to the S.F. Bay Nutrient Watershed Permit that was adopted by the S.F. Bay Regional Water Board in July 2024. CMSA has started the planning for a Nutrient Removal Project and anticipates issuing some form of debt in 2028 to fund the project's construction costs, which are currently estimated to be \$65 million. This figure will**

change based on the final design project cost estimate, which will be known in 2028. In FY29, after the debt proceeds have been received, CMSA will add the San Quentin share of the Nutrient Removal Project debt service to the monthly service invoice. Assuming a \$65 million construction cost and debt terms of 20 years at 3.5%, the monthly fee increase will be approximately \$36,600.

Charges shall bear interest, and payments shall be made by CDCR for the monthly Wastewater Services and Extra Services in accordance with Government Code Sections 927, et. Seq.

**B. Fee for Extra Services**

1. CDCR approved *Extra Services* shall not exceed the annual amount shown in the 5-Yr fee Schedule below, for a total of \$1,100,000 over the agreement’s 5-year term.

**C. 5-yr Fee Schedule**

Fiscal Year	Not to Exceed Amount (See “A” and “B” above)
<del>2020</del> 2025-2126	\$ <del>2,089,000</del> 1,697,193.00
<del>2021</del> 2026-2227	\$ <del>2,089,000</del> 1,697,193.00
<del>2022</del> 2027-2328	\$ <del>2,089,000</del> 1,697,193.00
<del>2023</del> 2028-2429	\$ <del>2,089,000</del> 1,697,193.00 + Nutrient Fee
<del>2024</del> 2029-2530	\$ <del>2,089,000</del> 1,697,193.00 + Nutrient Fee
5-Yr Fee/Extra Services (as may be required)	\$1,100,000.00
<b>Total 5-Yr Term</b>	<b>\$<del>9,585,965</del>11,545,000 + Nutrient Fee for FY29 and FY30</b>

**D. Fee for Emergency Services**

1. CDCR agrees to pay CMSA for all reasonable and verified costs associated with providing emergency services that were performed under this Agreement, including direct costs for contractors, consultants, equipment and material procurement, CMSA labor, and other related expenses to respond to, stabilize, correct, and/or address an emergency situation at the San Quentin pump station or for its 16" forcemain.

**E. Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to CMSA or to furnish any other considerations under this Agreement and CMSA shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to CMSA to reflect the reduced amount.



## EXHIBIT C- GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor-CMSA may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor-CMSA, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor-CMSA agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor-CMSA agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor-CMSA agrees to allow the auditor(s) access to such records upon reasonable notice during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor-CMSA agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, reasonable attorneys fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement. ~~CMSA and CDCR shall indemnify, defend, and hold the other harmless from any claims or liability arising out of or related to the functioning of either party pursuant to this agreement~~

6. DISPUTES: Contractor-CMSA shall continue with the responsibilities under this Agreement during any dispute, except that nothing herein precludes CMSA from exercising its termination rights under this Agreement during such dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor-CMSA fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall



be deducted from any sum due ~~the Contractor~~CMSA under this Agreement and the balance, if any, shall be paid to the ~~Contractor~~-CMSA upon demand.

8. INDEPENDENT CONTRACTOR: ~~Contractor~~CMSA, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, ~~Contractor~~-CMSA and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave.

~~Contractor~~-CMSA and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

~~Contractor~~-CMSA and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. ~~Contractor~~CMSA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

~~Contractor~~-CMSA shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. TIMELINESS: Time is of the essence in this Agreement.

12. COMPENSATION: The consideration to be paid ~~Contractor~~, as provided herein, shall be in compensation for all of ~~Contractor's~~-CMSA's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. ANTITRUST CLAIMS: ~~The Contractor~~CMSA, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, ~~the Contractor~~CMSA shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

15. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

18. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D – OPERATIONS AND MAINTENANCE (O&M) SPECIFICATIONS PUMP STATIONS MAINTENANCE TASKS

### Main Pump Station Scope

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- *Mechanical Maintenance Tasks*

**Daily:**

1. Conduct daily inspections Monday – Friday (excluding Agency Holidays).
2. Ensure air handling system is operational.
3. Test pump operation and verify indicator lamps are operational.
4. Perform visual grounds inspection.
5. Verify standby emergency generator battery charger is functional.

**Weekly:**

1. Perform general housekeeping, debris removal, and spot painting.
2. Inspect and clean wet well; degrease as necessary.
3. Ensure Programmable Logic Controllers, Human Machine Interface, and Control Cabinets are operational, and Supervisory Control and Data Acquisition (SCADA) readings are accurate.
4. Inspect wet well augers and grinders.
5. Inspect standby generator's batteries for leaks and corrosion; top off fluid as needed.
6. Verify standby generator's block heater is functioning.
7. Test eyewash stations.

**Monthly:**

1. Test wet well level control instrumentation and consistency with SCADA.
2. Test sump pumps, and add bleach solution as needed to sump for mosquito control.
3. Exercise all station's dry and wet side plug valves; ensure check valves are sealed properly.
4. Inspect fire extinguishers.
5. Verify standby generator battery electrolyte level, and add if necessary.
6. Check the standby generator fluid levels and diesel day tank level, and exercise generator at normal operating temperature (log hours and reason for operation in engine logbook).
7. Verify diesel storage tank always holds at least 72 hours of fuel runtime.
8. Inspect all ladders.
9. Test standby generator's Automatic Transfer Switch (ATS) for proper operation.
10. Diesel fuel fill requests for the standby generator's tank are made through SQ Prison's Engineering Department.

**Semi-Annually:**

1. Inspect and replace auger system brushes as necessary.
2. Inspect, clean, and remove the air-release-valve (ARV) on the 16" SQPS force main located in the median manhole just outside the prison's West entrance gate.

**Annually:**

1. Isolate and clean station's pumps; inspect volute and impeller wear and clearances.
2. Perform standby generator maintenance: change oil, oil and diesel filters, hoses, belts.
3. Test diesel day tank's manual priming pump to ensure it provides fuel as designed.
4. Inspect and exercise influent and effluent isolation gates.

**As Needed:**

1. If deficiencies that cannot be immediately corrected and affect operation, CMSA will report the situation and solution to CDCR.
2. Degrease wet well walls; apply odor control as needed.
3. Repair or replace pumps and check valves as necessary.

• ***Electrical, Instrumentation, Communication, and Alarm System Tasks***

**Semi-Annually:**

1. Test all alarms, and verify signals locally and through SCADA to CMSA.

**Annually:**

1. Inspect, clean, and perform thermal imaging scans on motor controllers (MCCs) and all control panels.
2. Inspect and clean the emergency standby generator's switchgear components. Inspect, tighten terminal connections, ensure mechanical interlocks function properly, check mechanical operation of components, add dielectric grease to contacts, and verify equipment is properly labeled per NFPA 70E (Arc flash).
3. Check amperage and megger all motor equipment.
4. Inspect and clean non-sealed motor contracts.
5. Calibrate and verify pressure transducers locally and ensure SCADA signaling is recording to CMSA.
6. Inspect, clean, test, and replace four-gas air monitoring system sensor heads. Verify local audible alarm, and alarm signal on SCADA at CMSA.
7. Zero the 16" effluent flow meter.
8. Inspect standby generator backup battery charging system.
9. Verify level control (wet well, sumps, influent channel) systems are accurate locally and SCADA signaling is transmitting to CMSA.
10. Inspect ATS components and electrical connections.
11. Ensure SCADA and radio telemetry systems are operational and communicating.

12. Perform necessary electrical and instrumentation repairs.

- ***Jobsite Hazard Inspection & Safety Equipment Inspections***

**Annually:**

1. Perform jobsite hazard analysis and report findings to CDCR.
2. Certify fire extinguishers.

## **Lift Pump Station Scope**

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- ***Mechanical Maintenance Tasks***

**Daily:**

1. Conduct daily inspections Monday – Friday (excluding Agency Holidays).
2. Ensure air handling system is operational.
3. Test pump operation and verify indicator lamps are operational.
4. Perform visual grounds inspection

**Weekly:**

1. Perform general housekeeping, debris removal, and spot painting.
2. Inspect and clean wet well; degrease as necessary.
3. Ensure Programmable Logic Controllers, Human Machine Interface, and Control Cabinets are operational, and Supervisory Control and Data Acquisition (SCADA) readings are accurate.

**Monthly:**

1. Test wet well level control instrumentation and consistency with SCADA.
2. Test sump pumps, add bleach solution as needed to sump for mosquito control.
3. Exercise all station's dry and wet side plug valves; ensure check valves are seal properly.
4. Inspect fire extinguishers.

**Annually:**

1. Isolate and clean station's pumps; inspect volute and impeller wear and clearances.

**As Needed:**

1. If deficiencies that cannot be immediately corrected and affect operation, CMSA will report the situation and solution to CDCR.
2. Degrease wet well walls; apply odor control as needed
3. Repair or replace pumps and check valves as necessary.

- ***Electrical, Instrumentation, Communication, and Alarm System Tasks***

**Semi-Annually:**

1. Test all alarms, and verify signals locally and through SCADA to CMSA.

**Annually:**

1. Inspect, clean, and perform thermal imaging scans on motor controllers (MCC's) and all control panels.
2. Check amperage and megger all motor equipment.
3. Inspect and clean non-sealed motor contracts.
4. Calibrate and verify pressure transducers locally and ensure SCADA signaling is recording to CMSA.
5. Inspect, clean, test, and replace four-gas air monitoring system sensor heads. Verify local audible alarm, and alarm signal on SCADA at CMSA.
6. Verify level control (wet well, sumps, influent channel) systems are accurate locally and SCADA signaling is recording to CMSA.
7. Ensure SCADA and radio telemetry systems are operational and communicating.
8. Perform necessary electrical and instrumentation repairs.

- ***Jobsite Hazard Inspection & Safety Equipment Inspections***

**Annually:**

1. Perform jobsite hazard analysis and report findings to CDCR.
2. Certify fire extinguishers.







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**BOARD MEMORANDUM**

April 3, 2025

To: CMSA Commissioners and Alternates

From: Tiffany Elam, Administrative Specialist

Approved: Jason Dow, General Manager

**Subject: March 2025 Informational Items**

Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.

1. Letter dated March 28, 2025, to Ms. Kerry O’Conner, California Regional Water Quality Control Board  
*Re: Monthly Self-Monitoring Report (SMR) – February 2025*
2. Total Inorganic Nitrogen Levels – Monthly Update  
*Re: March 2025*
3. Energy Balance and Demand Graph  
*Re: March 2025*
4. CASA Memo dated March 20, 2025  
*Re: AB 682 (Allen) support*
5. Lystek letter dated March 11, 2025  
*Re: Lystek Fairfield OMRC Facility Update (2024)*





March 28, 2025

California Regional Water Quality Control Board  
San Francisco Bay Region  
Ms. Kerry O' Conner, Water Resource Control Engineer  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

**Subject: Monthly Self-Monitoring Report (SMR) – February 2025**

Dear Ms. O' Conner,

The SMR for the Central Marin Sanitation Agency (CMSA) treatment plant has been submitted using the eSMR /California Integrated Water Quality System (CIWQS). This SMR conforms to CMSA's NPDES Permit Order #R2-2023-006, the Nutrient Watershed Permit Order #R2-2024-0013, the Mercury and PCBs Permit Order #R2-2022-0038, the Amendment of Monitoring and Reporting Requirements and Amendment of Alternate Monitoring and Reporting Program Permit Order #R2-2021-0028, and the Amendment Update to Total Residual Chlorine and Oil and Grease Requirement Permit Order R2-2023-0023.

**Violations**

There are no reportable NPDES Permit parameter violation(s) for this reporting period.

On February 2, 2025, in preparation for the pending rain events, CMSA staff increased the flow weighted pulse count on a 24-hour composite sampler from 15 pulses to 30 pulses. Historical blending conditions due to rain events result in total flow conditions of 30-60 MG. However, on February 4, 2025, during a storm event, CMSA experienced significantly elevated blending flows of 84.8 million gallons. During this sample event, the flow weighted composite sample collected samples from 00:00 to 13:49. This composite sample collection does not meet the 24-hour Composite Sample requirements outlined in CMSA's NPDES Permit Order #R2-2023-006, Attachment G, Section 8.3, which resulted in a non-representative Blended Effluent (EFF-002b) sample collection. The Total suspended solids (TSS) result was not reported for this February 4, 2025.

A CMSA corrective action has since been addressed with CMSA staff whereby CMSA staff will increase the flow weighted pulse sampler count from 15 to 45 pulses. This will effectively mitigate all future flow rates of 60-120 MGD. Additionally, CMSA staff are updating the CMSAL A SOP-011, Rev. 003 to reflect this update and will conduct a SOP update training event to ensure effective implementation of this update.

**Blending Events**

The CMSA treatment facility did exceed the maximum secondary capacity of 30 MGD during this reporting period. CMSA blended eight (8) calendar days. Prior to blending initiation, all

CMSA process equipment (primary and secondary systems, and the effluent storage pond) were in service and remained in service throughout the blending periods. Table 1 below provides a summary of the blending activities.

**Table 1: Blending Activities Summary (EFF-002b)**

Monitoring Period	Flow (Total)	Blending Volume	Blending Duration Period	Blending Start Time	Blending End Time	TSS	Blending pH Min	Blending pH Max	Enterococcus	Rainfall	Total Residual Chlorine
	MG	MG	Hrs			mg/L	SU	SU	MPN/100mL	Inches	mg/L
2/2/25	40.8	11.0	14.95	0902	2359	25	6.6	6.7	14.2	0.12	ND
2/3/25	33.6	3.2	11.25	0000	1117	11	6.6	6.8	18.3	0.76	ND
2/4/25	84.8	54.0	24.00	0000	2359		6.4	7.0	24.3	3.45	ND
2/5/25	37.3	7.5	21.25	0000	2115	10	6.5	6.8	17.5	0.00	ND
2/6/25	35.8	7.9	11.72	1216	2359	10	6.6	6.8	7.5	0.59	ND
2/7/25	31.1	2.3	14.01	0000	1401	6	6.6	6.8	14.6	0.00	ND
2/13/25	54.2	25.0	20.87	0307	2359	21	6.5	7.0	920.8	2.98	ND
2/14/25	33.2	2.8	14.07	0000	1404	7	6.5	6.9	8.5	0.00	ND

**Data Validation**

All regulatory daily, weekly, and monthly quality control calibrations/checks conducted during the month of February met established quality assurance acceptance criteria, except those data results indicated within the attached analytical reports.

**Summary**

If there are any questions, please contact me at (415) 459-1455, extension 101. Quality assurance data are available for all test results cited in this report. Values reported are measured values and each are subject to analytical variability. CMSA reserves the right to question data in an enforcement proceeding.

I certify under penalty of law that this document and all attachments are prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations (40 CFR 122.22(d)).

Sincerely,



Nick Talbot  
Treatment Plant Manager



## Nutrient Removal Alternatives Evaluation & Facilities Plan Project

The Project consists of evaluating alternatives for interim (2024 -2034) and permanent (post 2034) nutrient removal from CMSA's effluent. The work includes wastewater sampling, process modeling, developing screenings criteria, evaluating interim and permanent nutrient removal options, evaluating funding options, evaluating the nutrient/energy/solids nexus, and completing a Facilities Plan and Final Report for the selected nutrient removal alternative.

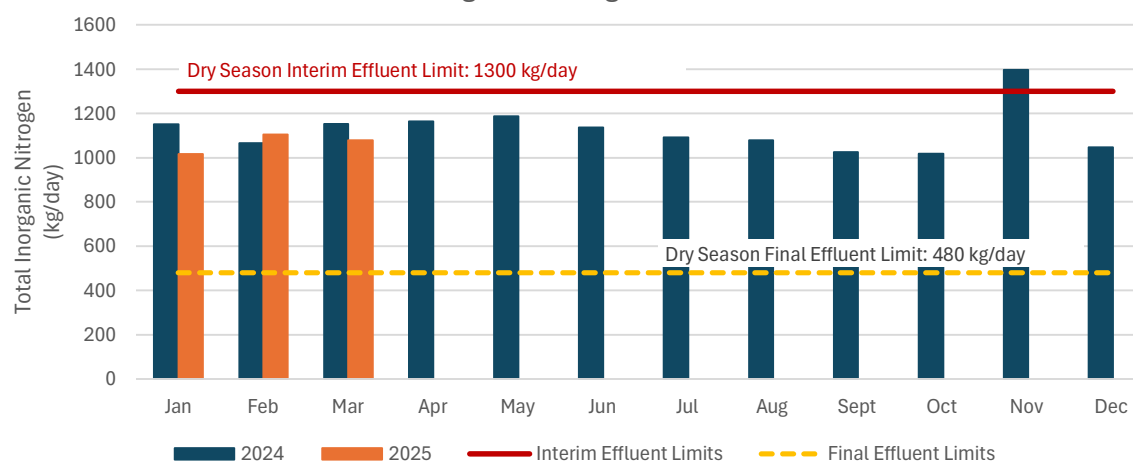
### Completed Tasks

Completed Tasks	Completion Date
Kickoff Meeting	September 10, 2024
2-Week Wastewater Sampling	October 2024
Interim Optimizations Workshop 1	October 2, 2024
Procured & Installed Ammonia and Nitrate Probes	November 28, 2024
Staff Training at Nutrient Technology Events	November 2024
Interim Optimizations Workshop 2	November 18, 2024
Screening Criteria Workshop	December 18, 2024
Tech Memo 1 & 2 on Sampling and Interim Optimizations	February 2025
Alternatives Evaluation Workshop #1 & #2	January 15, 2025 & March 31, 2025
Tech Memo 3 on Design Criteria	February 14, 2025

### Remaining Tasks

Remaining Tasks	Target Completion Date
Additional Alternatives Evaluation Workshop	April/May 2025
Aeration System Diffuser/ Blower Evaluation	May/June 2025
Secondary Clarifier stress test and CFD Modeling	June/July 2025
Process Modeling	July 2025
Solids Loading/Energy/Nutrient Nexus	August 2025
Alternatives Evaluation	August 2025
Funding Opportunity Evaluation	August 2025
Facilities Plan and Report	September 2025
Final Report and Board Presentation	October 2025

### Total Inorganic Nitrogen Levels



Note: High TIN load in November 2024 due to large winter storm events (outside of dry season)

### APRIL 2025 UPDATE

FY25 Budget

\$1.0 M

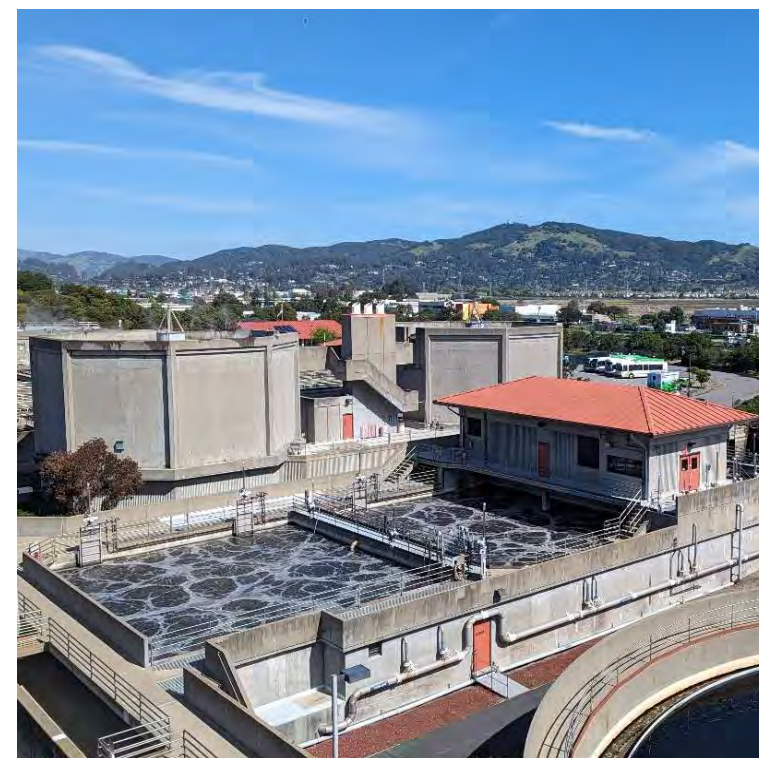
Spent (29%)\*

\$0.293 M

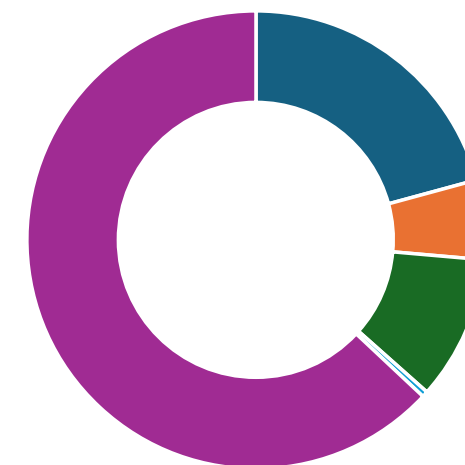
Remaining

\$0.707 M

\* Note: Amount spent does not include invoices received at the end of the previous month due to timeline required to review and process payments. Those invoices and payments will be reflected in next month's budget update.

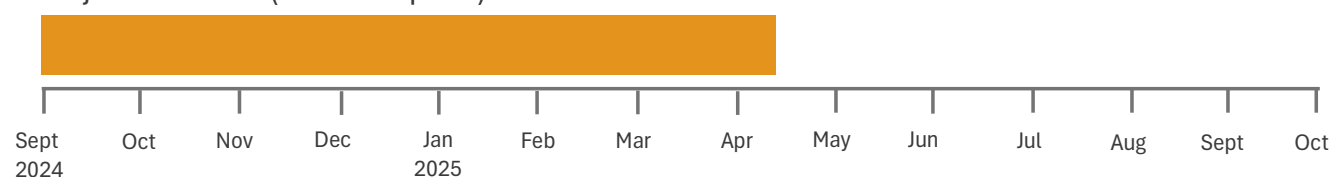


### Spending Summary



- Ammonia/ Nitrate Probes, Process Waste Sump VFDs & Level Sensors: \$61k
- Sampling (Supplies): \$16k
- Sampling (Outsource Cost): \$30k
- 2-week Sampling (Staff Overtime): \$1k
- Carollo/Hazen Consulting Fees: \$185k

### Project Schedule (58% Complete)



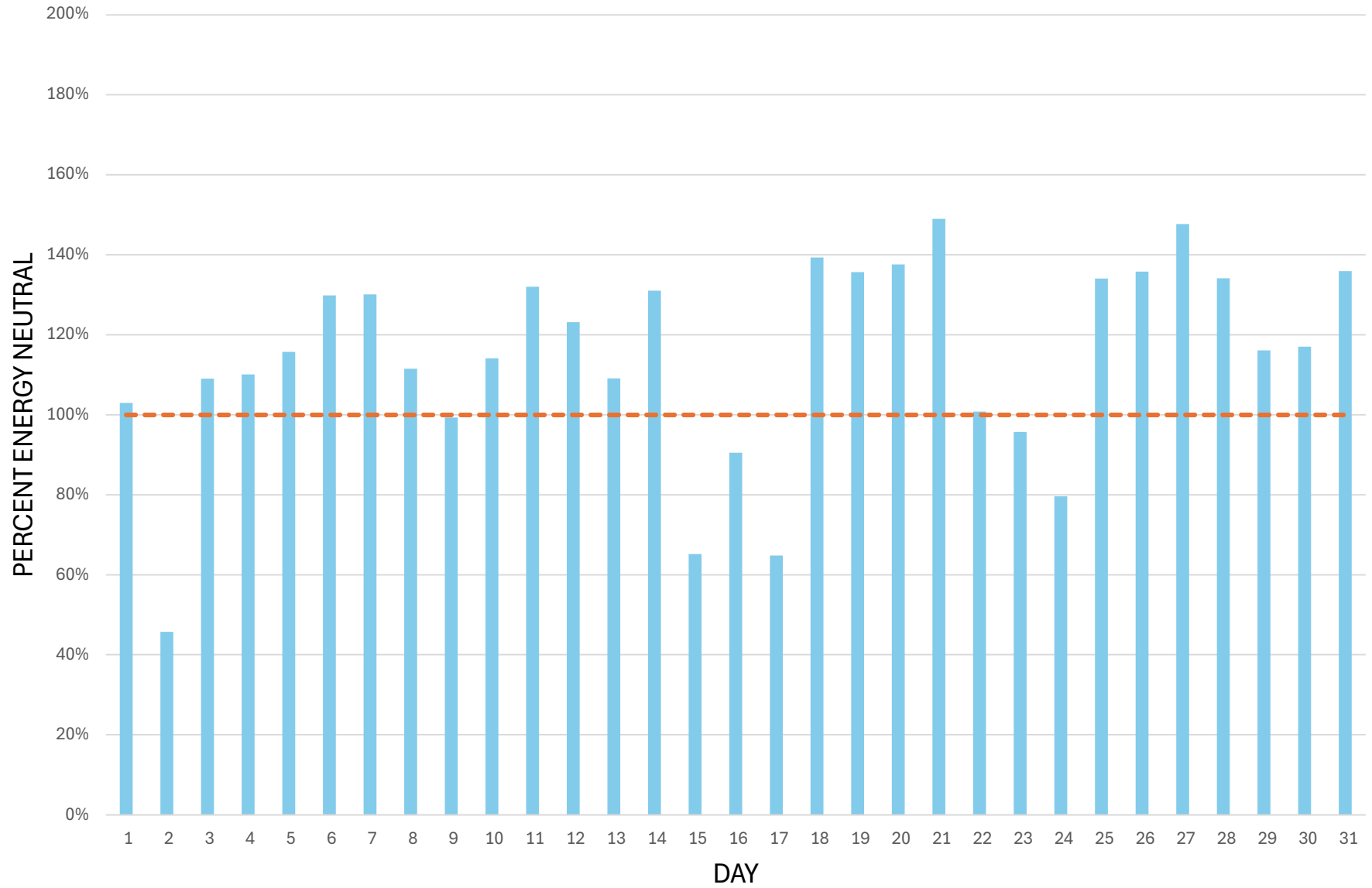
### Special Notes

- Carollo/ Hazen provided a proposal to perform additional evaluations on the current secondary treatment system, including evaluating the aeration system diffuser/blowers, stress testing and developing a computational fluid dynamics (CFD) model of the secondary clarifiers. The work is scheduled during the dry season and would determine the capacity of the tanks under a future nutrient removal scenario and the modifications that can help improve performance. The project schedule will be extended to allow for the stress testing.
- A detailed biotower condition assessment including the media may be considered in 2025.
- Kennedy/ Jenks is performing a seismic study on the primary clarifiers, biotowers and aeration tanks, and will provide structural considerations for new nutrient removal facilities. A draft technical memorandum was reviewed in March and the final document is expected in April.
- Carollo provided a funding matrix to summarize available loans and grants for this project, and will review it in further detail after the Alternatives Evaluation is completed.



### MARCH 2025 CMSA RENEWABLE POWER SUMMARY

**114% ENERGY NEUTRAL**









March 20, 2025

The Honorable Catherine Blakespear, Chair  
Senate Environmental Quality Committee  
1021 O Street, Room 3230  
Sacramento, CA 95814

**Subject: SB 682 (Allen): Support**

Dear Senator Blakespear and Members of the Committee,

The California Association of Sanitation Agencies (CASA) is proud to co-sponsor and strongly support SB 682 (Allen), which seeks to eradicate harmful forever chemicals from products unwittingly used by consumers in their daily lives. The undersigned coalition strongly endorses this vital policy effort to reduce human health impacts and environmental exposure to these chemicals. Consistent with our coalition's core missions of both protecting public health and the environment and maintaining affordable essential public services, SB 682 is the most cost-efficient method for reducing baseline concentrations of PFAS in our water, wastewater and waste management processes.

In recent years, Per- and Polyfluoroalkyl substances (PFAS) have become a topic of public concern due to their high mobility and resistance to breaking down naturally as well as the persistent detection of PFAS compounds in people's bodies and in the environment. A statewide source control approach is necessary to systematically remove PFAS from the stream of commerce, including in products which have a direct pathway to our watersheds and waste management systems.

Often referred to as "forever chemicals," PFAS chemicals are both ubiquitous and indestructible. Removing PFAS at the end of their life cycle does not address the problem of ongoing exposure to the general public to PFAS from everyday products. In limited cases, PFAS can be removed from water and wastewater through advanced treatment technology. However, there is currently no technologically feasible method for the large-scale destruction of PFAS compounds. Instead, once removed, PFAS residuals are merely displaced to another waste stream to cycle back through the waste management process or transferred to a different environmental media. This is why SB 682's focus on stopping PFAS at its source is vital.

While in some very limited cases, the source of PFAS contamination can be identified and addressed through industrial pre-treatment programs or other similar mechanisms, this is not generally the case. In 2020, the State Water Resources Control Board issued a statewide monitoring and reporting order that required wastewater agencies to monitor

and report for PFAS in influent, effluent and biosolids. Monitoring data from this effort demonstrates that domestic discharges (residential and commercial influent) is the predominant pathway of PFAS entering wastewater systems, meaning that products people are using in their homes and businesses are contributing PFAS to wastewater systems through everyday uses that are not controllable through local enforcement or industrial pretreatment programs.

Moreover, regulatory efforts are underway that could have serious consequences for clean water agencies and their ratepayers. Last year, USEPA adopted Maximum Contaminant Levels (MCLs) for 6 PFAS chemicals in drinking water, and the State Water Resources Control Board has stated its intent to begin a proceeding this year to adopt a statewide MCL for PFAS consistent with the adopted Federal MCL. Drinking water MCLs are highly consequential for the regulated water community, including wastewater agencies, as they are often incorporated "by reference" into existing Basin Plans, thus imposing de facto limits for discharges to certain bodies of water. Removing PFAS from the stream of commerce before it enters our waterways and waste treatment systems is the most cost-effective way to address this issue.

Finally, as local public agencies begin the process of preparing for implementation of new and proposed PFAS regulations, affordability of essential services is a critical consideration. USEPA estimates that for drinking water systems to comply with the newly imposed Maximum Contaminant Level (MCL) for a handful of PFAS chemicals will result in annual cost impacts surpassing \$1 billion. Water industry leaders contend these costs are likely much higher and could surpass \$3 billion annually, and do not account for financial impacts beyond the drinking water system requirements. These are all costs that will be borne by California utility ratepayers.

For these reasons, the meaningful and comprehensive source control and pollution prevention strategy presented in SB 682 is the most cost effective and appropriate approach to reducing PFAS pollution in the environment.

CASA strongly supports SB 682 and urges your support when it is heard in the Senate Environmental Quality Committee.

Sincerely

Jessica Gauger  
Director of Legislative Advocacy  
and Public Affairs  
California Association of Sanitation Agencies



March 10, 2025

The Honorable Lee Zeldin  
Administrator  
U.S. Environmental Protection Agency  
1201 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Dear Administrator Zeldin:

On behalf of organizations dedicated to the secure treatment and safe management of biosolids and organic residuals, and fully support policies and programs grounded by science, research, and validated data that will enhance public health and protection of the environment. Our organizations' constituents comprise over half of the nation's population and utilities dedicated to these same causes.

An immediate area of concern to our members and essential service providers involves the Office of Science and Technology's draft risk assessment model related to two PFAS compounds (PFOS and PFOA) and biosolids published January 15, 2025. It is vital to protect the clean water sector and their rate payers from the unintended consequences of this draft risk assessment. The agency must consider the empirical data on the everyday and known pathways of exposure to PFAS, which is consistent to understanding the complete impacts on human health. The draft model fails to meet this commonsense standard, as it only considers a singular scenario of biosolids uses and management approaches. Any agency initiative on the model's development must ensure consistency with original and articulated objectives, and validated research data on biosolids be relied upon to substantiate a revised and final model. In conjunction with these actions, the agency must clarify and publicly restate that consistent with current treatment practices, which the Clean Water Act regulates, that biosolids land application is an essential, appropriate, and safe management option.

We look forward to working with you and agency staff to ensure that federal programs and policies are issued based upon validated and current data.

Sincerely,



Coalition of Residual Organics by Practitioners of Sustainability

*Layne Baroldi*  
Layne Baroldi  
CROPPS



James Dunbar  
President

Northwest  
Biosolids



*Albert Cox*

**Albert Cox**  
President

Midwest  
Biosolids  
Association



*Janine Burke-Wells*

**Janine Burke-Wells**  
Executive Director  
Northeast Biosolids and Residuals



*Mary Baker*

**Mary Baker**  
Executive  
Director

Mid-Atlantic  
Biosolids



*Felicia Morrissette*

**Felicia Morrissette**  
Interim  
Executive  
Director

Southeast  
Biosolids  
Association



**Robert G. Crockett**  
Executive Director  
Virginia Biosolids Council

Jason Dow  
General Manager  
Central Marin Sanitation Agency  
1301 Andersen Drive  
San Rafael, CA 94901

March 11, 2025

Subject: **LYSTEK FAIRFIELD OMRC FACILITY UPDATE (2024)**

Dear Jason Dow:

Lystek International is proud to be a continuing and essential service provider to the Central Marin Sanitation Agency (CMSA) for the acceptance, treatment, and beneficial use of biosolids material.

I want to take this opportunity to update you on our past year (2024) activities and accomplishments at the Lystek OMRC facility in Fairfield.

- Since opening in August 2016, Lystek has received and processed over **525,000** wet tons of biosolids. In 2024, incoming volumes increased from the prior year. Within the Greater San Francisco Bay and northern California area, new restrictions, reduced alternatives, and limited capacity for biosolids management solutions are making Lystek a preferred service provider choice.
- In conjunction with the above, our fertilization program continues to “grow” and attract new customers annually. In 2024, we managed over **172,000** tons of our liquid fertilizer (LysteGro). As a result of this success and your partnership with Lystek, we were pleased to have provided a **revenue sharing payment** (previously sent). Our geographic reach for marketing LysteGro continues to expand as farmers and ranchers seek alternatives to traditional sources of fertilizer.
- Lystek is keenly aware of the need to reduce greenhouse gas (GHG) emissions and its impact on climate change. We annually calculate GHG emissions associated with receiving, processing and our fertilization program of residual organics managed through the Lystek THP technology. **A 2024 Factsheet which highlights the combined contribution of the CMSA and Lystek in this effort is enclosed.** We believe that advanced treatment technologies can make a real change to our environment as compared to traditional biosolids management practices.



- Elsewhere in California, Lystek has initiated a design for Valley Sanitary District (Indio, Riverside County) to implement the Lystek THP technology at that facility. This new partnership will allow VSD to set an example for implementing a safe and secure biosolids management solution in the southern California region.

Lystek is also continuing its research and development program at the Fairfield OMRC. We have collaborated with the Fairfield-Suisun Sewer District on a nutrient recovery program. The project has passed the one-year period of successful operations and shown a measurable diversion of nutrients from the plant effluent to the Lystek fertilizer program. This joint effort was recently awarded CASA's 2024 *Award of Excellence in Innovation and Resilience*. The project offers dual benefits in working towards a cleaner eco-system for the San Francisco Bay and increasing the nutrient value Lystek offers to regional farmers using our LysteGro fertilizer.

Your participation and partnership with Lystek are very much appreciated and your continued support allows us to offer quality services to the wastewater community across the whole of California.

If you have any questions or need additional information, please contact me at [jdunbar@lystek.com](mailto:jdunbar@lystek.com) or 707-419-0084.

Sincerely,

James E. Dunbar, P.E.  
General Manager  
California Operations

Cc: Jacky Wong, CMSA

Attach.



Nothing wasted. Everything to gain.  
[www.lystek.com](http://www.lystek.com)

# CMSA

## Central Marin Sanitation Agency 2024 GHG Factsheet



Lystek uses applicable methodologies for calculating greenhouse-gas (GHG) emissions associated with receiving, processing and land application of biosolids managed through the Lystek THP technology. Based on the amount of biosolids received from CMSA in 2024, this contributed to over 340 metric tons CO<sub>2</sub>e of the total net carbon displaced; which over the course of the year equates to:



67

Cars off the road

OR



770,000

Miles driven by car

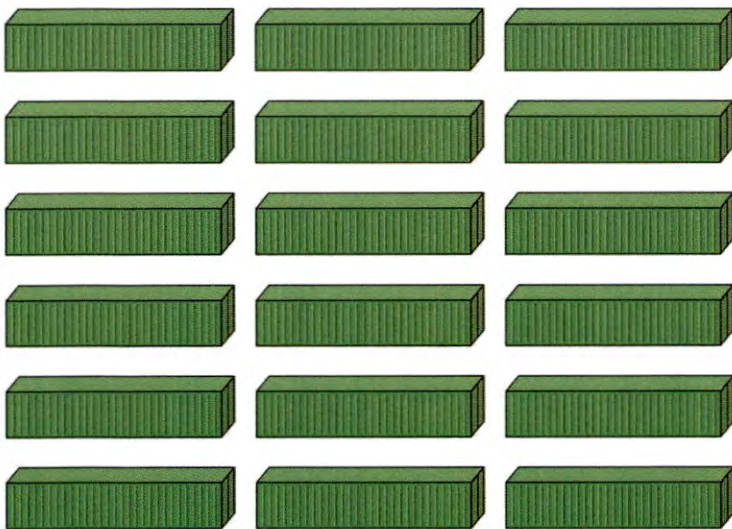
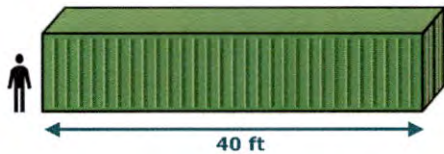
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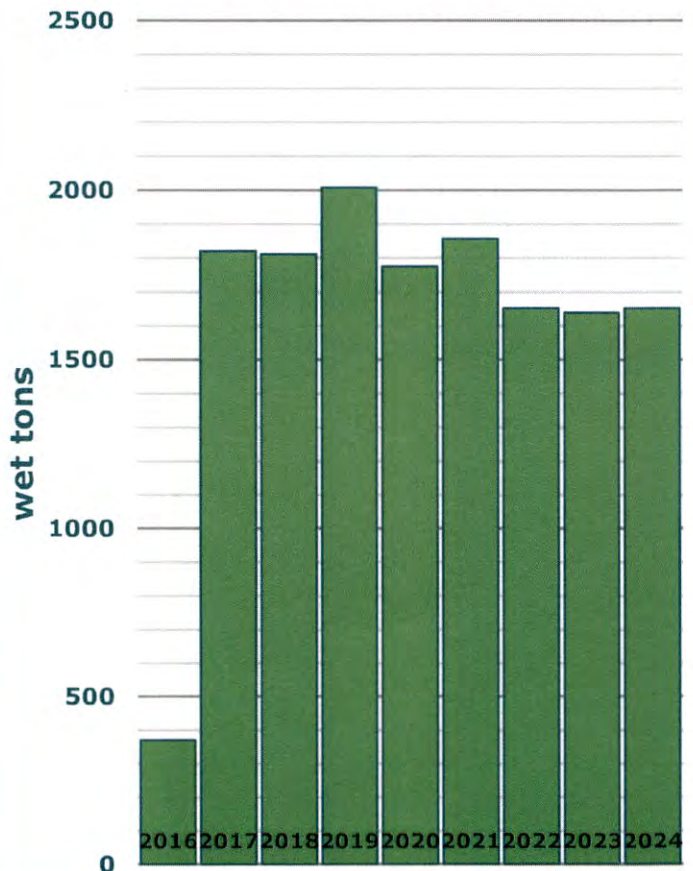
60

Homes powered

CMSA diverted to Lystek enough biosolids in 2024 to fill 18 shipping containers.



### Annual Biosolids Diverted



For the Lystek OMRC facility in 2024, we have displaced 25,000 metric tons of CO<sub>2</sub>e by the diversion of biosolids from all of our customers; and since our inception in 2016, we have displaced over 120,000 metric tons of CO<sub>2</sub>e from previous management practices.

