



Central Marin Sanitation Agency

AD-HOC SRSD SERVICE CONTRACT DEVELOPMENT COMMITTEE MEETING AGENDA

Wednesday, August 14, 2024, 1:30pm
1301 Anderson Drive, San Rafael CA 94901

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve/Revise Agenda
5. Open Period for Public Participation: Members of the public may directly address the Committee on any item appearing on the Agenda. They may address the Committee when the item is called by the Committee 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 jdow@cmsa.us, and will be shared with the Committee at the meeting, summarized during the Open Period for Public Participation, and included in the meeting proceedings
6. Meeting Minutes - July 18, 2024
Recommendation: Approve meeting minutes as presented or with revisions.
7. Initial and Tentative 5-Year CMSA Organizational Charts
Recommendation: Review each organizational chart and provide direction to staff.
8. Revised Draft SRSD Service Agreement
Recommendation: Review and discuss the revised agreement, and provide direction to staff.
9. Overhead Concepts
Recommendation: Review and discuss the overhead items, and provide direction to staff.
10. Contract Development Expense Tracking*
Recommendation: Receive a verbal report on Agency expenses through August 12.
11. Committee Member Oral Reports
12. Items for Next Meeting Agenda
13. Schedule next Meeting Date – week of October 7th
13. Adjourn

*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. 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

AD-HOC SRSD SERVICE CONTRACT DEVELOPMENT COMMITTEE MINUTES July 18, 2024

1. Call Meeting to Order/Pledge of Allegiance/Roll Call/Approve Agenda

Chair Beckman called the meeting to order at 12pm.

Agenda was approved.

2. Roll Call

Present: Eli Beckman (SD2), Dean DiGiovanni (SRSD), Tom Gaffney (RVSD)

Staff Present: Jason Dow, General Manager

Public Present: Mary Sylla, Doris Toy, Paul Causey, Dina Johnson

3. Open Period for Public Participation

There were no comments from members of the public.

4. June 27, 2024 Meeting Minutes

Action: *The Committee approved the minutes with a unanimous vote.*

Comments from the Public

There were no comments from members of the public.

5. Initial Draft Organizational Chart

GM Dow reviewed the initial org chart. Committee members had various suggestions that were discussed.

Direction: *Revise the initial org chart with committee suggestions, and prepare a tentative 5-year org chart.*

Comments from the Public

There were no comments from members of the public.

6. Draft SRSD Service Agreement

GM Dow presented the first draft of the service agreement, and noted several sections were under development. Committee members discussed sections of the agreement.

Committee members provided the following comments:

- The two foundational statements mentioned last meeting were not included in the Whereas statements: All CMSA expenses are fully reimbursed by SRSD; and ratepayers from the other Districts shall not pay for any SRSD expenses. GM Dow said they will be added in the update.

- Some members said their district legal counsels would be reviewing certain provisions, such as indemnification.
- CMSA should not inherit the SRSD employee UAL. GM Dow said there will be a pension and OPEB liability section in a future agreement to address that matter.
- Basic SRSD employee data needs to be included such as title, compensation, etc.

Direction: Provide an updated draft agreement at the next meeting.

Comments from the Public

There were no comments from members of the public.

7. Revised SRSD Service Agreement Tasks

GM Dow presented the revised SRSD Service Agreement Tasks and briefly noted several changes made since the last meeting. The Committee had several questions about specific tasks that GM Dow answered.

Direction: Add approximate completion dates where possible, and provide the updated task list at the next Committee meeting.

Comments from the Public

There were no comments from members of the public.

8. Oral Reports by Committee Members

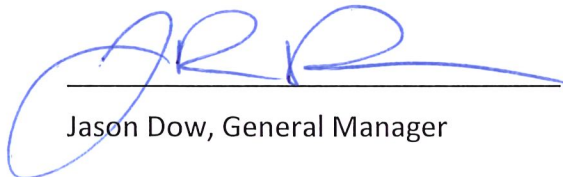
- none

9. Items for the Next Meeting

- Provide a meeting expense summary each month – GM Dow time, expenses, etc.
- Try to send draft meeting materials to the Committee one week prior to the meeting.

8. Next Meeting is on Thursday, August 15 at noon

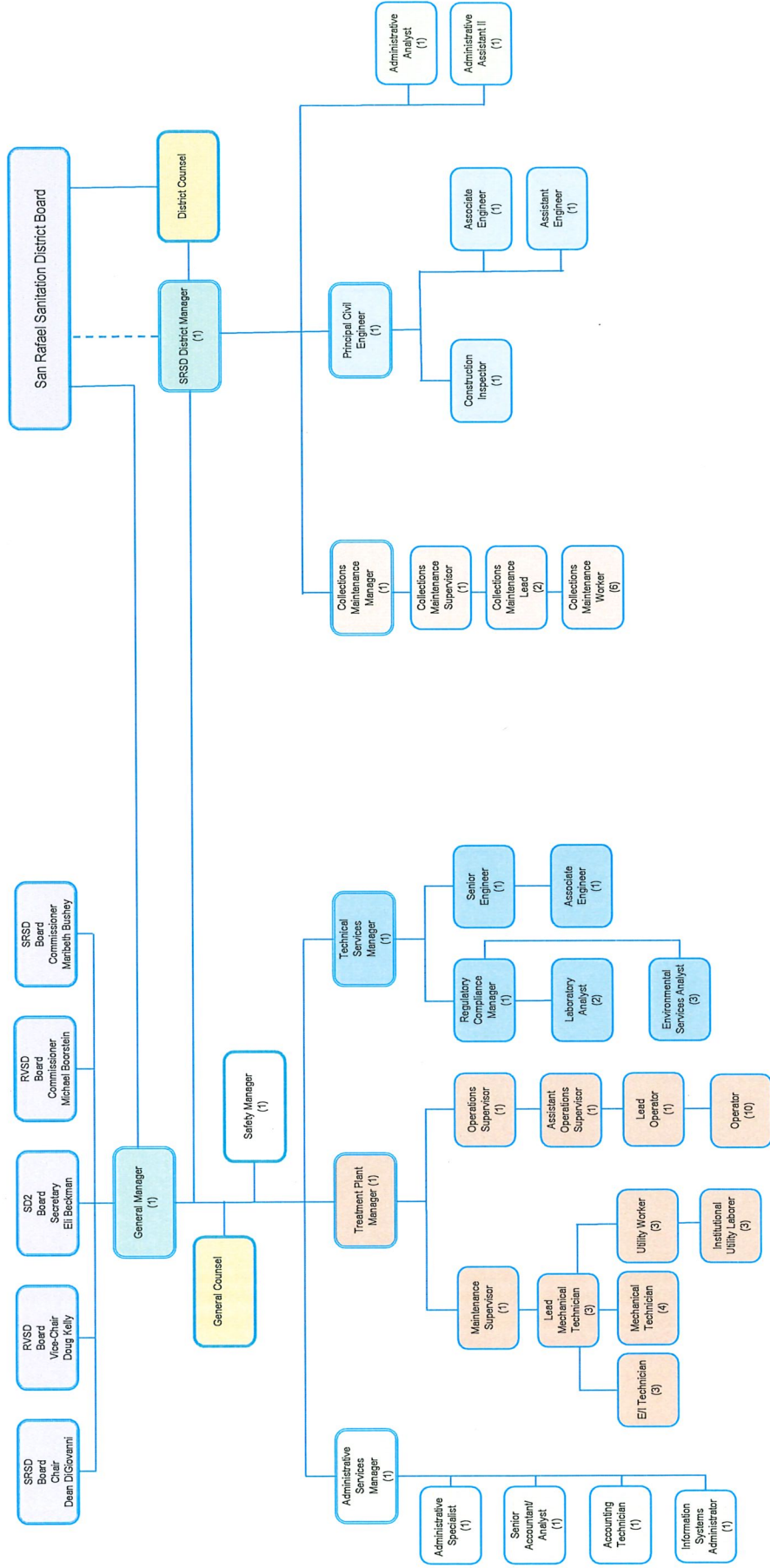
Respectfully submitted,



Jason Dow, General Manager

DRAFT

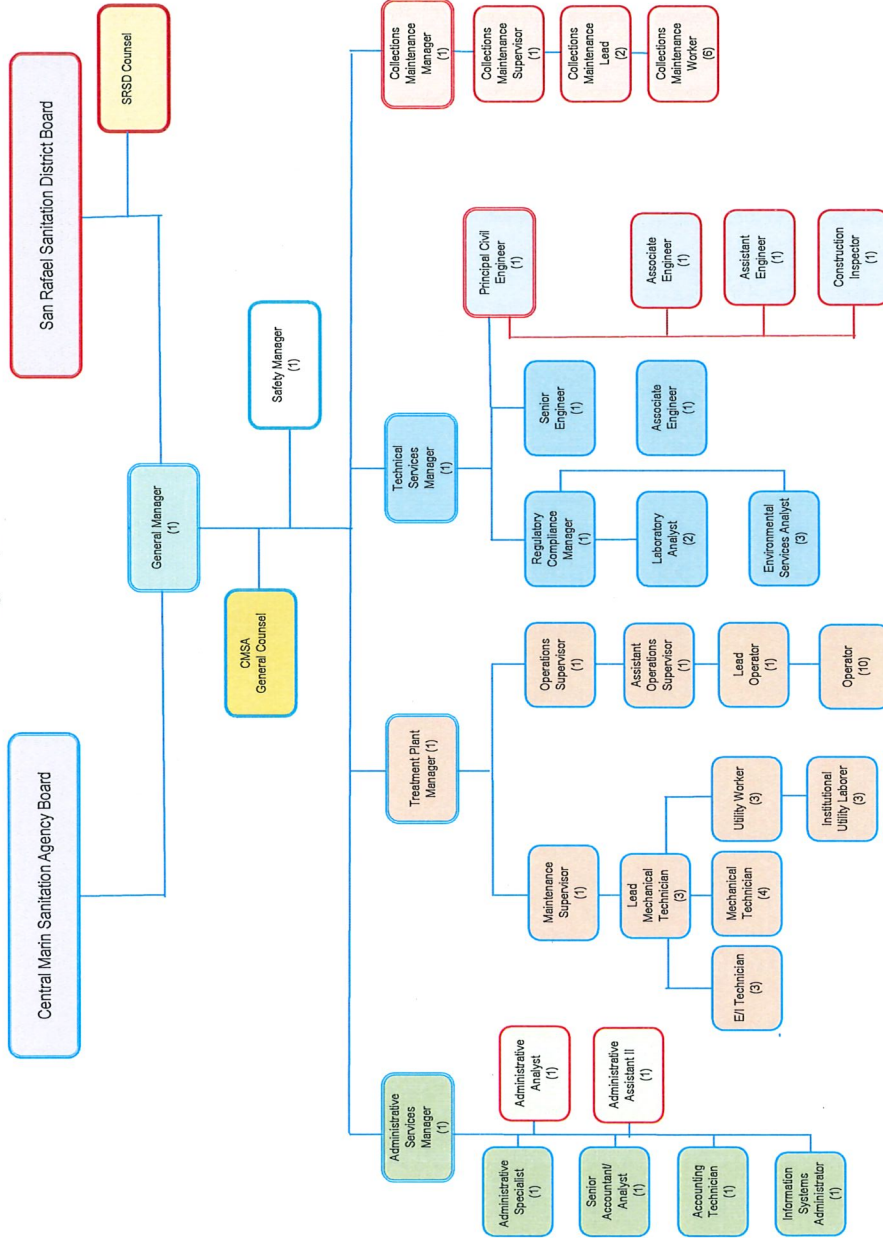
CMISA ORGANIZATIONAL CHART – INITIAL PHASE (PROPOSED)
JULY 30, 2024



CMISA 47 Full Time Equivalent (FTE)
SRSD 17 Full Time Equivalent (FTE)

DRAFT

CMISA ORGANIZATIONAL CHART (TENTATIVE)
5-YEAR AFTER EFFECTIVE DATE
August 7, 2024



SRSD

CMISA 47 Full Time Equivalent (FTE)
SRSD 16 Full Time Equivalent (FTE)

SAN RAFAEL SANITATION DISTRICT MANAGEMENT AND OPERATIONS AGREEMENT

August 8, 2024

This Agreement dated _____ is between the CENTRAL MARIN SANITATION AGENCY (hereinafter referred to as CMSA) and SAN RAFAEL SANITATION DISTRICT (hereinafter referred to as SRSD).

WHEREAS, CMSA was duly formed, a regional treatment plant was constructed and has been operating since January 1985; and

WHEREAS, SRSD is a special district formed in 1947 pursuant to Health and Safety Code Section 4700, et seq. with all of its employees currently employed by the City of San Rafael (hereinafter referred to as City); and

WHEREAS, SRSD is a member of CMSA and has been using the regional plant facilities for the treatment and disposal of wastewater and biosolids, source control and lab services; and

WHEREAS, this Agreement is entered into pursuant to Health and Safety Code Section 4742 providing for agreements between governmental agencies for the type of management and operations services to be provided by ~~SRSD~~CMSA, and

WHEREAS, SRSD's mission is to protect the public health and the environment through proactively planning and operating a fiscally responsible and safe wastewater collection system; and

WHEREAS, SRSD has had difficulties recruiting and retaining employees; and

WHEREAS, the services provided by this agreement shall be full reimburse~~d~~de by SRSD including all overhead costs for CMSA general services; and

WHEREAS, the services provided to SRSD shall not result in increased costs to other Joint Powers Agreement members; and

WHEREAS, SRSD and CMSA now desire to enter into a services agreement for management, administration, operations, and maintenance of SRSD, andincluding hiring of SRSD's current City employees ~~to accurately reflect the services that CMSA will provide to SRSD~~; and

WHEREAS, the service agreement could serve as a possible first step toward a full consolidation; and.

NOW, THEREFORE, it is agreed as follows:

1. **System:** SRSD currently owns and manages a sanitary sewer collection system including gravity and pressure piping, interceptors, pump stations, manholes, siphons, sewer related equipment and appurtenances as, more fully described in Exhibit "B" and Exhibit "C" Pump Stations, attached hereto and incorporated herein.
2. **Scope of Services:** CMSA hereby agrees to hire all of SRSD's current City employees and provide SRSD with the scope of services and other terms as specified in more detail in "Exhibit B". . After hiring of SRSD's current City employees, CMSA shall provide all of the SRSD Board administration and all labor and materials necessary to perform the stated services in a professional and competent manner based on direction for the SRSD Board of Directors in accordance with accepted professional practices and standards as well as the requirements of federal, state and local laws. It being understood that payment for acceptance of CMSA's work by SRSD shall not operate as a waiver or release by SRSD of any claims that may have arisen or may arise from the performance of CMSA's work that has been paid for by SRSD. ??

CMSA and SRSD agree that the Management and Operations Agreement shall be performed in the following phases and with the purpose of ultimately transitioning all SRSD services to CMSA during the defined term of the agreement:

- a. Phase I: ~~Transition of SRSD Employees to CMSA~~ Hire of City Employees
 - b. Phase II: Transition Employee Relocation to CMSA
 - b.c. Phase III Staff Assessment for future integration
 - e.d. Phase IIIV: Integration Implementation
3. **Work Outside of the Scope of Services:** CMSA agrees to provide all maintenance and repair work required outside the scope of services included within Exhibit "C" that can be reasonably done within CMSA staff's expertise. CMSA shall notify the SRSD of any necessary or recommended work which should be performed. If the SRSD desires CMSA to perform the work, SRSD shall authorize CMSA to perform the recommended work using the following procedures:
 - a. CMSA obtains a quote for the labor and materials to complete the work, unless CMSA is performing the work using its own forces.
 - b. SRSD Board provides authorization, verbal or written, to CMSA to begin the work. If verbal, SRSD shall follow-up the authorization in writing or email.
 - c. CMSA performs the work and notifies SRSD, via email, that the work has been completed.
 - d. All costs associated with the work will be included in the monthly invoice to SRSD for reimbursement per Section 5.

4. **Extra Ordinary Services, Acts of God Services:** : CMSA shall respond to all pump station alarms and/or extra ordinary services or acts of God twenty-four (24) hours a day, seven (7) days week. In the event of a pump station or force main emergency during regular business hours, CMSA shall notify SRSD Board President of the emergency and work cooperatively with the SRSD Board to resolve the situation.

In the event that CMSA staff are unavailable, or if the emergency occurs during non-business hours, CMSA shall take all necessary actions to prevent or minimize adverse effects upon SRSD or others' property or to public health and safety resulting from the emergency, and restore SRSD normal operations as soon as reasonably possible. SRSD authorizes CMSA to retain outside consultants and contractors, as needed, to respond to and address the emergency situation prior to having adequate opportunity to receive authorization from the SRSD.

CMSA will notify the SRSD, verbally and in writing, of: 1) the emergency action as soon as practicable thereafter, but in no event later than twenty-four (24) hours after CMSA becomes knowledgeable of the emergency event; and 2) whether additional work will be needed.

SRSD shall compensate CMSA in accordance with **Section 5** below for all work necessary to be performed under this section: 1) prior to SRSD receipt of notice of the work to be performed; or 2) pursuant to oral or written authorization given by SRSD Board to CMSA to proceed with the work described by CMSA's notice under this section.

**** May combine 3 and 4**

5. **Compensation and Overhead:**

~~a.~~ SRSD shall compensate CMSA on a monthly basis for all services provided under this agreement. Compensation shall be expenses for CMSA staff salaries and benefits, materials, supplies, equipment, vehicles, professional service contracts, construction and maintenance contract services, insurance, public education and outreach, payroll services and all other direct expenses to perform this Agreement's scope of services.

~~ba.~~ CMSA will include a x% overhead on each monthly invoice to cover non-direct expenses associated with..... the overhead rate will be applied to CMSA's total labor and benefit monthly fee.

~~c.b.~~ CMSA will prepare and send **the SRSD Board of Directors** a monthly invoice for the services provided the prior month, and SRSD will pay the invoice within 30 days of receipt.

6. **Reports and Logs:** CMSA shall keep and maintain records of expenditures, records of emergencies, customer ~~complaints~~ complaints and logs of the routine

maintenance activities performed at each of the SRSD's pump stations, per the frequency in Exhibit C. CMSA shall provide SRSD with regular reports as directed by the SRSD Board of known activities associated with the operation and maintenance of the SRSD collection system facilities listed within Exhibit "B" and related equipment.

** combine with 17?

7. **Budget Estimates:** CMSA shall develop an annual line-item budget for the routine maintenance work needed to comply with the Exhibit B provisions and a five-year five-year capital improvement budget. The draft budget will include adjustments to CMSA staff hours and weighted rates, ~~and actual On-Call program costs~~. The draft budget will be submitted to the SRSD Board in March and the final draft budget submitted in May 31st.
8. **Indemnification:**
 - a. CMSA agrees to hold the SRSD free and harmless and to indemnify SRSD, and their officers, officials, employees, and agents from all claims, demands, damages, liabilities, losses and costs of whatever nature for negligent acts or negligent omissions arising from or connected with or related to CMSA's performance of services and/or work under this Agreement, with the exception of services and/or work performed by CMSA contractors or consultants as provided below and sole or active negligence or intentional acts of SRSD. As used in this paragraph, "negligent acts or omissions" shall include but not be limited to any work performed under this Agreement that is: 1) a substantial factor of damage caused to public or private property which is the subject of an inverse condemnation claim made against SRSD; 2) in violation of any applicable federal, state or local laws; and 3) set forth by Section 8.e.
 - b. Nothing in section 8.a. above shall require CMSA to indemnify, hold harmless or defend SRSD if a gravity main, force main, or pump station fails, overflows, or otherwise causes damages or costs, provided that the failure, overflow, or other cause of the damage was not connected with, related to, or the result of work performed under this Agreement. The intention of this subsection is to allow CMSA to be free of liability to SRSD where the failure, overflow, or other problem is due to a cause that is outside CMSA's normal scope of services under this Agreement. Notwithstanding the above, in the event that concurring causes described by section 8.a. and this section 8.a. result in damage, CMSA shall be responsible for that portion of the damage attributable to its negligent acts or omissions as that term is used in section 8.a.
 - c. SRSD agrees to hold CMSA free and harmless and to indemnify CMSA and its officers, officials, employees and agents from all claims, demands, damages, liabilities, losses and costs of whatever nature arising from, connected with, or related to SRSD's responsibilities in this ~~SRSD has no employees—so no work performed~~.

- d. In the event CMSA utilizes outside ~~construction~~-contractors or consultants in connection with the work provided for through this Agreement, CMSA shall require the outside ~~construction~~-contractor or consultant to execute a written contract which shall include a provision indemnifying and holding harmless to the fullest extent permitted by law SRSD, ~~their~~ its officers, officials, agents and employees from all claims arising from the acts or omissions of the outside contractor or consultant. In addition, CMSA shall require the outside ~~construction~~ contractor or consultant to ~~take-out~~ obtain and maintain general liability insurance in an amount of not less than \$1 million or ~~other-an~~ amount as that is approved by ~~the~~ SRSD. CMSA shall further require that SRSD, its officers, agents and employees be added as an additional insured under this general liability insurance policy. CMSA shall also require that every outside ~~construction~~-contractor or consultant possess workers compensation insurance, and, if relevant, errors and omissions insurance. All indemnification, hold harmless and insurance provisions and forms required by this section shall be subject to prior approval of the SRSD Board of Directors. If CMSA fails to comply with the terms and conditions of this paragraph, CMSA shall be responsible for all claims, damages, injuries and costs incurred by the SRSD in connection with the services performed by the outside ~~construction~~-contractor or consultant. Compliance by CMSA with the requirements of this paragraph shall relieve CMSA from any liability or hold harmless obligations to SRSD arising out of the acts or omissions of the work by the outside ~~construction~~-contractor or consultant except that CMSA shall hold SRSD free and harmless, and shall indemnify SRSD, for all claims arising from CMSA's own intentional acts, negligence or errors and omissions in connection with the work performed by such outside ~~construction~~-contractors or consultants.
- e. CMSA need not require the indemnification, hold harmless, and insurance provisions detailed in Section 8.d. when hiring material and equipment vendors, or septage haulers or similar service providers. In this event, CMSA will provide the service provider's standard insurance certificate to SRSD for review and consideration of approval. If SRSD does not approve of the insurance certificate, CMSA will require the service provider to comply with all of the requirements set forth by Section 8.d. before it may hire the service provider.
- f. The obligations contained in this indemnification provision shall survive the termination of this Agreement.

9. **Regulatory Reporting:** CMSA shall be responsible for meeting the State Water Resources Control Board and San Francisco Bay Regional Water Quality Control Board's (RWQCB) Waste Discharge Requirements for Sanitary Sewer Systems including the designation of appropriate legally responsible officials and data submitters. CMSA shall also be responsible for all sanitary sewer spill reporting and documentation requirements to comply with the 2022-most current Statewide Waste Discharge Requirements ~~General Order~~ for Sanitary Sewer Systems (WDR). CMSA will ~~verbally~~ report spills, ~~if CMSA staff are unavailable, to the County of Marin Environmental Health Services, to~~

the Office of Emergency Services, and other required regulatory agencies to meet the two (2) hour notification requirement. CMSA personnel shall follow reporting procedures in the SRSD Spill Emergency Response Plan (SERP).

CMSA shall annually report the status of the NPDES and WDR permit compliance to the SWRCB and the RWQCB and the SRSD Board.

10. **Dispute Resolution:** Should any disagreement or dispute between the Parties arise concerning interpretation, implementation and/ or enforcement of any of the terms or subject matter of this Agreement, the Parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each Party to pay an equal share of the mediation fees and each Party to pay its own attorneys' fees and legal costs. Should the Parties be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them.

Should mediation be unsuccessful, then the Parties each agree that they shall submit their dispute to binding arbitration before a mutually agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. Each Party shall pay an equal portion of the arbitration fees and each Party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing Party.

The Parties each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both Parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation / arbitration process specified above. It is the express intent of both the Parties to have any and all disputes under this Agreement resolved by the above specified mediation/ arbitration process and in as timely and economical manner as possible.

11. **SRSD and CMSA Board Responsibilities:** SRSD's Board will be responsible for approving an annual budget, annual financial audit, and a multi-year capital improvement program; setting sewer service charges to fully fund the annual operating and multi-year capital program; awarding professional service contracts, and constructions and maintenance contracts; procurement of materials, supplies, and equipment; public education and outreach to SRSD customers, provide district manager performance feed back to the CMSA General Manager; establishing Agreement performance metrics; and

CMSA's Board shall be responsible for ensuring that CMSA complies with the terms and provisions of this agreement and provides the services in Exhibit B.

12. **Term:** This Agreement shall take effect on **July 1, 20__** and shall remain in full force and effect for five years and thereafter from year to year unless the Agreement is terminated or amended by mutual agreement of all parties to the agreement.

13. Termination:

- a. Notice. The performance of work under this Agreement may be terminated by the Parties in accordance with this Section in whole whenever both Parties determine that such termination is in their best interest by unanimous vote of each Party's respective board. Any such termination shall be effectuated by notice of one (1) calendar year advance written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.
 - i. Actions Following Termination Notice. Upon receipt of a written notice of termination, and except as otherwise expressly agreed upon by both the Parties, the Parties, if applicable, shall: (1) stop work under the Agreement on the date and to the extent specified in the written notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination of this Agreement; (4) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the non-terminating Party; (5) complete any such part of the work as shall not have been terminated by the notice of termination; and (6) take any other such action as may be necessary, which shall be agreed to by both Parties
 - ii. Compensation. The terminating Party shall be compensated for the reasonable costs of termination, and any other compensable costs incurred before termination, if any.
- b. Responsibility and Management of Workforce Management
 - i. In General. If termination of this Agreement occurs, during this one (1) year notice period, SRSD will offer to hire back all former SRSD employees and/or full-time employees equivalents that exclusively work for SRSD before the notice of termination date.
 - ii. Workforce Management. During this one (1) year notice period prior the effective termination date, both Parties will manage the overall workforce to avoid or minimize any adverse impact on all employees resulting from fluctuations in volume or level of services resulting from the termination of this Agreement.

14. **Notices:** All written notices permitted or required under the terms of this Agreement shall be addressed as follows:

If to the CMSA:

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

If to the SRSD:

Board ~~President~~Chair
San Rafael Sanitation District
1400 Fifth Avenue
San Rafael, CA 94901

15. **Modification:** No substantial modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.
16. **Independent Contractor:** The status of CMSA is that of independent contractor having control of its work and the manner in which it is performed. CMSA, its employees and agents are not considered to be officers, employees, or agents of SRSD.
17. **Reports, Plans and Documents:** All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be the ~~joint~~ property of the SRSD. In addition, data prepared or obtained under this Agreement shall be made available, upon request, to the SRSD.
 - a. CMSA will prepare an annual report summarizing all reimbursed expenses in the categories of labor, contracting, procurement, emergencies,.....
 - b. All reports and plans prepared by CMSA for SRSD shall be owned by SRSD.
 - c. Storage or old City documents and reports
18. **Prior Agreements:** This Agreement shall neither affect the Joint Powers Agreement (JPA), dated December 2019, nor any of the amendments to that Agreement.
19. **Severability:** If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would continue to serve the purposes and objectives originally contemplated by the parties.
20. **Force Majeure:** Any provision, delay, or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or requisitions or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, epidemics or pandemics, gubernatorial orders, orders of the County of Marin Health Officer, or other causes beyond reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay, or stoppage.
21. **Binding Authority of Signatories:** Each of the signatories below represents and warrants that he/she possesses full legal authority to contract for and legally bind his/her respective public entity to this Agreement and all its terms and provisions.
22. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. **Employee Hires by CMSA:** CMSA agree to hire the below SRSD employees and place them in the shown CMSA classifications at the appropriate level in the compensation range. CMSA agrees to establish the employee hired date as the date the employee started with either the City of San Rafael or SRSD whichever is earlier.

<u>SRSD Classification Title</u>	<u>FTEs</u>	<u>CMSA/RVSD Comparable Classification</u>	<u>Representation now/future</u>
District Manager/Engineer (SRSD)	1	District Manager	Unrepresented/Unrepresented
Principal Engineer	1	Principal Engineer	Unrepresented/Unrepresented
Associate Civil Engineer	1	Associate Engineer	WCE/Unrepresented
Assistant Engineer	1	Assistant Engineer	WCE/SEIU
Inspector (Construction)	1	Collection System Inspector	SEIU/SEIU
Sewer Operations & Manitenancer Manager	1	Collection System Manager	Unrepresented/Unrepresented
Sewer Maintenance Supervisor	1	Collection System Operations Supervisor	SEIU/Unrepresented
Sewer Lead Maintenance	2	Lead Collection System Worker	SEIU/SEIU
Sewer Maintenance II	6	Collection System Worker I/II	SEIU/SEIU
Sewer Maintenance I		Collection System Worker I/II	SEIU/SEIU
Adminstrative Assistance	1	Adminstrative Assistance	SEIU/Unrepresented
Administrative Analyst	1	Administrative Analyst	SEIU/Unrepresented
	17		

The following **bi-weekly** salary ranges for the classifications of employees hired by CMSA shall be established on the effective date of the agreement.

Classification	Step A	Step B	Step C	Step D	Step E
District Manager					
Principal Engineer					
Associate Engineer					
Assistant Engineer					
Collection System Inspector					
Collection System Manager					

Collection System Supervisor					
Lead Collection System Worker					
Collection System Worker II					
Collection System Worker I					
Administrative Assistance					
Administrative Analyst					

24: Transfer of Employee City Leave Balances: TBD

25. SRSD Pensions: SRSD will consider and direct the payment and resolution of any unfunded pension liabilities prior to the effective date of this Agreement and before the employees transfer to CMSA. The UAL payment will be based on each employee’s compensation level after the transfer to CMSA.

23. Exhibits:

- A. CMSA Initial and 5-year Organization Charts (not included – separate handouts)
- B. SRSD Asset Descriptions
- C. Scope of Services Routine District Operations

Exhibit B-1 – SRSD Sewer System Assets

1. Gravity Pipelines – 132 miles gravity sewer mains ranging in size from ___ to ___ and with multiple material types standard to sanitary sewer program operations.
2. Pressure Pipelines – 13 miles ranging in size from 4 inches to 45 inches and with multiple material types.
3. Manholes, Rod Holes and Access Points - ???
4. Sewerage Pump stations – 32 each as stated in Exhibit B-2 below including all pumps, motors, mechanical and electrical equipment, flow measurement equipment, valves, appurtenances, station alarms and all pump station site facilities including buildings, landscaping, fencing and gates.
5. 45” San Rafael Interceptor (FM 1A-1 and 2) – SRSD owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length of the interceptor to the CMSA treatment plant including the fitting that accepts the chemical dosing station pipeline.
6. 10” South San Francisco Force Main (FM IG) – SRSD owns the owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length from the connection to the 45” San Rafael Interceptor to the South San Francisco pump station.
7. Owner Owned/Operated Laterals – *will there be any of these or do they all revert to the City of San Rafael?*
8. Minor Collection System Appurtenances such as air values, inline pipe valving, pipeline flow monitoring equipment, siphons and District maintained lateral clean-outs and
9. Equipment and Facilities – Pipeline cleaning vehicles, trucks, district vehicles, CCTV van, computer equipment, field monitoring equipment, miscellaneous pipe and manhole materials, sewer plugs, emergency response equipment, tools, radios, etc.

Exhibit B-2 – Pump Stations

PS #	PUMP STATION	Address
1	ANDERSEN A	1001 Andersen
2	ANDERSEN B	1271 Andersen
3	KERNER A	3098 Kerner Blvd
4	KERNER B	2599 Kerner Blvd
5	MOORING RD.	2 Pt San Pedro Road
6	WEST FRANCISCO	699 Andersen Drive
7	THIRD ST.	119 Third Street
8	NORTH FRANCISCO	201 Francisco Blvd
9	MC PHAILS	460 DuBois Street
10	BRET HARTE	86 Woodland Avenue
11	SIMMS ST.	40 Simmas Street
12	SOUTH FRANCISCO	1601 Francisco Blvd East
13	WEST RAILROAD	47 Castro Avenue
14	CAYES MAIN (CATALINA)	19 Gloucester Cove
15	NEWPORT WAY	11 New Port Way
16	SAN PEDRO	48 Marina @ Pt San Pedro
17	LOCH LOMOND	575 Pt San Pedro Road
18	GLENWOOD	905 Pt San Pedro Road
19	SEAWAY	50 Sea Way
20	BEACH DR FIBERGLASS	11 Beach Drive
21	BEACH DR BY BAY	35 Brach Drive
22	PEACOCK#1 (RIVIERA)	301 Rivera Drive
23	PEACOCK#2	140 Peacock Drive
24	PEACOCK #3 (LAGOON)	44 Lagoon Road
25	MAIN DR	850 Pt San Pedro Road
26	MCNEARS	201 Canterra Way
27	MARIN BAY PARK	1 Canterra Way
28	BAYPOINT	30 Baypoint Drive
29	BEDFORD	47 Bedford Cove
30	BAYPOINT LAGOON	147 Baypoint Drive
31	KERNER C	2450 Kerner Blvd
32	BISCAYNE	403 Biscayne drive

Exhibit C – Scope of Services Routine District Operations

The San Rafael Sanitation District (SRSD) owns and operates the assets stated in Exhibit B above and hereby request that as of the effective date of this Management and Operations Agreement, that CMSA provide all staffing, regulatory compliance, Board support coordination and services necessary for the proper management, administration and operation of SRSD including all owned and operated SRSD assets. Those activities to be provided through this Service Agreement are generally outlined and described below or as directed by the SRSD Board following adoption of this Agreement.

1. SRSD Board Administration and Management
2. Financial Management and Administration
 - a. Payroll Administration –
 - i. Phase I: all payroll administration for the SRSD employees hired by CMSA from the date of employment. This effort also includes the coordination of necessary financial information for the SRSD financial management consultant to properly manage the SRSD financial management system during.
 - ii. Phase III: Provide transition of all SRSD financial reporting to CMSA from the SRSD financial management consultant and thereafter full SRSD financial recordkeeping pursuant to a separate CMSA fund developed for only SRSD management and operations to comply with federal and state financial requirements.
 - b. Annual Operating Budget (Phase I) – prepare and submit annual fiscal draft and final SRSD budgets as coordinated and directed by the SRSD Board of Directors.
 - c. Annual Capital Budget (Phase I) – annually prepare five- and ten-year capital planning budgets resulting from regular asset evaluations and condition assessments, asset master planning, staff input and regulatory requirements.
 - d. Annual Service Charge Billing and Administration (Phase III)
3. Operation and Maintenance of District Assets
 - a. Gravity pipelines and owned/operated laterals

b. ROUTINE PUMP STATION MAINTENANCE

Routine weekly pump station inspections, excludes Agency observed holidays. Pump and lift station specific equipment maintenance is detailed in station-specific maintenance (PM) procedures. General details are described in Attachment 1.

Monday	Tuesday	Wednesday	Thursday	Friday
Andersen A		Andersen A		Andersen A

Routine services completed on each day inspected, including timely reporting of any deficiencies. During routine servicing, if any deficiencies that cannot be immediately corrected will affect the station's operation, CMSA will report immediately to SD2.

3. District pump station monitoring and response, 24-hour/7 day-a-week availability of CMSA personnel.
4. Assist DISTRICT with special projects, collection system and force main isolation/shutdown work, and with identifying gravity sewer leaks in/at/near the Boardwalk A and B pump station(s).
5. For projects not covered in the scope of services, CMSA will assist the District in providing a quotation from a suitable contractor and supervising the -contractor if directed by the District
6. Hydrogen Sulfide (H2S) monitoring as requested by the District.
7. Complete mechanical and electrical systems maintenance, including communications and alarm systems. See detailed task work in Attachment 1.
8. Station maintenance includes but is not limited to minor interior/exterior painting, wet well cleaning and deodorizing, maintaining interior and exterior lighting, facility security (motion detection lighting, locks, and keys), odor control and management at stations with odor control systems, tree and brush trimming, and debris removal inside station fenced areas.

Regular maintenance does not include major landscaping projects, major painting or coatings projects, or fencing replacements.

9. Maintain Air Release Valve's (ARV) at pump stations and those connected to the 22-inch Forcemain and 14-inch parallel Forcemain.

District is responsible for the maintenance of the piping below the isolation valve separating the ARV from the Forcemains.

10. Investigate Underground Service Alert (USA). Mark force main locations as accurately as possible utilizing District provided maps and drawings.

ATTACHMENT 1 - PUMP STATION MAINTENANCE TASKS

Mechanical Maintenance Tasks

Daily

1. Pump stations rounds and inspections.
2. Fill out daily activity rounds and/or logbooks.
3. Review and respond as necessary to USA notifications in vicinity of forcemains.
Use of specialty contractor for USA work is authorized in circumstances beyond the level of CMSA's locating and marking expertise.
4. General housekeeping such as trash removal, weed abatement, restroom maintenance shall be completed on an as needed basis.

Weekly

1. Assist as needed with setting-up and collecting District wastewater samples at the SD2 Meter Vault.
2. Hydrogen sulfide (H₂S) sampling On Tuesdays and Thursdays at the SD@ meter vault when the forcemain temperature is at or above 22°C.
3. Odor control prevention devices utilized at the individual station's shall be maintained at all times by the Agency.
4. Prepare a Collection System Activity Report, which is, available upon request.

Monthly

1. Exercise stand-by emergency generators and power transfer equipment, check generator fluid levels, and ensure diesel fuel storage tanks are adequately filled.
Record all runtimes in generator specific logbooks and denote operating hours as maintenance, utility power disruption, or public safety power shutoff.
2. Degrease wet wells utilizing an odor reducing degreaser.
3. As detailed in station-specific maintenance procedure, exercise isolation and check valves.
4. Inspect and verify wet well level control floats and/or transducers are working correctly and displaying accurate well levels.
5. Inspect station pumps and verify pump output (Flow/Pressure).
6. Ensure that HVAC system motors, belts, ducting, and thermostats are always in working order.
7. Inspect fire extinguishers, eye wash stations, first aid kits, and station specific safety equipment.

8. Provide a monthly Service Report to the District.

Quarterly

1. Remove pumps for cleaning, inspection of volutes and impellers, and to perform clearance and wear inspections. Additionally, for submersible pumps, inspect electrical connections and cables, and check for water contamination in pump motor cavity and oil.
2. Inspect forcemain ARVs, and perform preventive maintenance on a semi-annual basis.
3. Complete cycle count of District warehoused parts and equipment inventory.
4. Calibrate H2S monitoring equipment.

Annually

1. Perform maintenance on all stand-by emergency generators. Filter and dewater and add a fuel stabilizer to stand-by generator diesel fuel storage tanks. Annual standby generator preventative maintenance at Paradise pump station is performed by a District approved industrial generator repair and maintenance contractor.

2. Hire a contractor to perform routine wet well cleaning to remove settled debris.

Electrical, Communication, and Alarm System Maintenance Tasks

Continuous 24-hour 365 Day Response

1. Maintain Supervisory Control and Data Acquisition (SCADA) system link to pump station network.
2. Maintain and repair all pump station radio's, repeaters, modems, and signal antennas).
3. Address and perform station specific electrical or instrumentation repairs.

Monthly

1. Test and verify pump station alarm set points.
2. Verify wet well floats, bubblers, ultrasonic, and pressure transducers) aligns with control panel measurements/readings.

Quarterly

1. Test and Calibrate both air monitoring systems at Paradise pump station.

Annually

1. Inspect and clean motor controls (MCC) cabinets.
2. Inspect and clean Instrumentation control panels.
3. Check and verify equipment operating amperes, megger motors, and tighten electrical connections.
4. Inspect non-sealed motor contactors and clean as needed.
5. Calibrate and/or zero District flow meters. Includes backing-up sections of the collection system to verify accurate instrument readings.
6. Test and calibrate pressure transducers.

- c. Force Mains – CMSA shall develop and implement a force main operations, maintenance and condition assessment program including O&M recordkeeping and condition rating system for these mains.
 - d. 45” San Rafael Interceptor (FM 1A-1 and 2) – CMSA shall be responsible to maintain the SRSD interceptor pipeline and its appurtenances upstream of SFJB (FM IA-2).
 - e. 10” South San Francisco Force Main (FM IG) - CMSA shall be responsible to maintain the SRSD interceptor pipeline and its appurtenances outside the of SFJB
 - f. Minor Collection System Appurtenances
 - g. Equipment and Facilities
4. Human Resources and Staffing (Phase I) – CMSA shall provide all necessary hiring and human resources support services for employees designated with the management and operations of the SRSD collection system.
 5. Emergency Response Services (Phase I) – CMSA shall be responsible for emergency response to all SRSD assets failures and shall provide necessary spill event responsibilities for compliance with the State of California Waste Discharge Requirements for Sanitary Sewer Systems. In addition, CMSA shall respond to and track all SRSD customer complaints from initial calls to final completion including reports to the SRSD Board of all emergency response services.
 6. Staff Training and Development (Phase I) – CMSA shall be responsible to assure that all employees providing sewer system services to SRDD are properly training to provide all services to SRSD. Including proper training for designated officials and all CMSA staff required for complete compliance with all spill event reporting and documentation.
 7. Customer Relations and Outreach (Phase I) – CMSA shall be responsible for all customer relations required for SRSD customers and public outreach authorized by the SRSD Board related to SRSD activities and programs.
 8. Routine Billing and Reporting for SRSD Services
 - a. Phase I – CMSA shall establish a separate SRSD fund in the CMSA financial management system for the proper tracking of all SRSD expenses associated with this agreement. CMSA shall be responsible for all billing and reporting for services to SRSD pursuant to Section __ of this agreement. In addition, CMSA shall work closely with the SRSD financial manager contractor to provide the necessary payroll and financial information for SRSD financial management.
 - b. Phase III – CMSA shall initiate and coordinate the transfer of full financial management of SRSD finances and thereafter shall maintain in the separate SRSD financial management fund all related finances. In addition, CMSA shall be

responsibilities for coordinating with the County of Marin all SRSD investments, finances and sewer service charge billing requirements.

SRSD Service Agreement
Potential Overhead Concepts/Inclusions
8/8/24

Potential Overhead Expenses

- Safety training
- GM oversight
- Main building utilities
- Human resources support
- MOU support services - IEDA
- Bargaining unit expenses
- Cost of radio and CMMS support services
- Document management and storage
- **SRSD Office Utilities**
- Use of CMSA phone system – general
- Space rentals
- Equipment storage areas rental
- Front office support services
- Delivery management services

Assumed Direct Charges to SRSD

- ~~SRSD Benefit mark-ups~~
- ~~Payroll administration~~
- ~~Budget preparation timing and preparation—allowing time for SRSD Board consideration~~
- ~~Financial Coordination with Maher~~
- ~~Lab services~~
- ~~County sewer service charge management~~
- ~~County financial management~~
- ~~MSERA coordination~~
- ~~CMSA SRSD fund management support costs—separate financial fund for SRSD~~
- ~~CMSA Board administration expenses~~
- ~~Overhead expenses tracking and support~~
- ~~Financial reporting~~
- ~~Performance reporting to SRSD Board~~
- ~~SRSD Recordkeeping management requirements~~
- ~~SRSD Board recordkeeping and files~~
- ~~SRSD Claims management~~
- ~~Computer support services~~
- ~~Radio system management services~~
- ~~SRSD insurance management SCADA system management needs~~
- ~~with CSRMA~~

