

**A G E N D A**  
**SPECIAL MEETING**  
**SAN RAFAEL SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**MONDAY – APRIL 30, 2018 - 9:00 A.M.**  
**SAN RAFAEL CITY HALL**  
**1400 FIFTH AVENUE – CONFERENCE ROOM**  
**SAN RAFAEL, CALIFORNIA 94901**

**Members of the public may speak on Agenda items.**

**1. OPEN PERIOD**

Opportunity for the public to address the Board on items not on the agenda.  
(Presentations are generally limited to 2 minutes.)

**2. MINUTES OF THE MEETING**

Request approval as submitted – March 16, 2018.

**3. PAYMENTS**

Request approval as submitted.

**4. OLD BUSINESS**

a. Discussion on updating the CMSA Joint Exercise of Powers Agreement.

**5. NEW BUSINESS**

a. Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for design related services for the Miramar/Miraflores Sewer Replacement Project.

**6. INFORMATIONAL ITEMS**

**7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

**8. CLOSED SESSION**

a. **Conference with Legal Counsel**  
California Government Code  
Section 54956.9(d)(2)  
Number of Potential Cases: Two (2)

**9. ADJOURNMENT**

The next scheduled meeting is Tuesday, May 29, 2018.

**SAN RAFAEL SANITATION DISTRICT**  
**Minutes of the Meeting**  
**March 16, 2018**

Special Meeting

City of San Rafael  
CDD Conference Room  
1400 Fifth Avenue  
San Rafael, CA 94901

The meeting was called to order at 9:01 A.M. by Acting Chair Rice.

Attendance Board: Katie Rice, Acting Chair  
Maribeth Bushey, Secretary/Director

Attendance Staff: Doris Toy, District Manager/District Engineer  
Karen Chew, Senior Civil Engineer  
Cynthia Hernandez, District Secretary

Attendance Others: Jack F. Govi, Assistant County Counsel  
Dean DiGiovanni, CMSA Commissioner for SRSD

- 1. **OPEN PERIOD** - No persons were present to address the Board.
- 2. **MINUTES OF FEBRUARY 23, 2018.**

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to approve the minutes of the February 23, 2018, meeting as presented.

**AYES:** Director Bushey, Acting Chair Rice  
**NOES:** None  
**ABSENT:** Chair Phillips *Motion Carried*

**3. PAYMENTS**

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to approve the payments for February 2018 in the amount of \$1,504,960.86 for maintenance and operation of the District and for capital improvements.

**AYES:** Director Bushey, Acting Chair Rice  
**NOES:** None  
**ABSENT:** Chair Phillips *Motion Carried*

#### 4. CLOSED SESSION

- a. **Conference with Legal Counsel**  
**California Government Code Section 54956.9(d)(2)**  
**Number of Potential Cases: One (1)**

**Closed Session – Opened at 9:02 A.M.**

**Closed Session – Ended at 9:44 A.M.**

Acting Chair Rice reported that the Board gave direction to Counsel and staff on the proposed SMART contract with regard to both recital language and contract provisions; and if met, the District Manager has authority to sign the contract with SMART.

#### 5. OLD BUSINESS

None.

#### 6. NEW BUSINESS

- a. **Adopt resolution authorizing the District Manager/District Engineer to execute a funding agreement with SMART for the San Rafael Sewer Force Main Relocation at Rice Drive.**

Acting Chair Rice reported that this matter had been addressed in the report out on Closed Session Item 4.a. referenced above.

- b. **Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with WorkSmart Automation, Inc., for programming services for the San Pedro Pump Station Improvements Project.**

District Manager Toy reported that the San Pedro Pump Station Improvements Project Rebid had been awarded to Valentine Corporation at the December 22, 2017, Board meeting. She also reported that the contract specifications for this project did not include the programming portion of the work because District staff wanted it to be performed by a consultant who is familiar with the programming of the District's pump stations. Manager Toy reported that because WorkSmart Automation had performed the programming services for the past several pump station projects, the District had requested WorkSmart to provide a proposal for the San Pedro Pump Station Improvements Project. She then reported that WorkSmart's proposal was for a lump-sum cost of \$39,000 and recommended that the Board adopt the resolution authorizing an Agreement with WorkSmart to provide programming services for the San Pedro Pump Station.

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to adopt the resolution authorizing the District Manager/District Engineer to sign an agreement with WorkSmart Automation, Inc., for programming services for the San Pedro Pump Station Improvements Project.

**AYES:** Director Bushey, Acting Chair Rice

**NOES:** None

**ABSENT:** Chair Phillips

*Motion Carried*

**c. Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project.**

District Manager Toy reported that on February 1, 2018, Caltrans engineers met with SRSD staff to explain their upcoming project, the “San Rafael Harbor Bridge Replacement Project.” She then reported that this project consists of replacing the bridge section at the Highway 101 Central San Rafael northbound off-ramp due to the scoured pier foundation, which includes widening and realigning the bridge. Next, Manager Toy referred to a map showing a 30-inch sewer line coming from Hetherton, which carries the wastewater from the Dominican area, and another 30-inch sewer line coming from Second Street, which carries the wastewater from central and west San Rafael, and reported that these sewer lines tie into a 36-inch trunk sewer that runs under the canal, then under the overpass, and across Highway 101 at the Central San Rafael northbound off-ramp to the North Francisco Pump Station. She also reported that the widening of the bridge would cause the portion of the 36-inch trunk sewer currently located on the shoulder of said exit to be in the first left lane of the future off-ramp. She then reported that in order to avoid this problem, the portion of the sewer line currently running parallel to the highway shoulder could either be relocated further west, or the portion of sewer line that crosses the highway off-ramp could be abandoned and a new sewer line could be constructed across the off-ramp. Manager Toy reported that Caltrans had previously agreed to reimburse the District for its design and construction costs for the sewer work, but their Right-of-Way Division later advised the District that Caltrans would first need to receive proof that the District’s sewer line was there first or a copy of a utility agreement with Caltrans. She then reported that she had recently sent Caltrans a drawing showing that the sewer facilities at the off-ramp had been in place since 1954, which is prior when the State took ownership in the 1960’s, and was waiting to hear back from them. Manager Toy also reported that because Caltrans plans to begin construction in the spring or summer of 2019, the District will need to have the sewer work designed and constructed by the summer or fall of 2018. She reported that the design services for the parallel realignment of the 36-inch pipeline on the west side of the off-ramp (Schedule A) would be \$44,000, and the design services for the realignment of the 36-inch pipeline by a new crossing of the Central San Rafael exit ramp to the North Francisco Pump Station (Schedule B) would be \$55,000, and all work would be done on a time-and-materials basis. Manager Toy then recommended that the Board adopt the resolution authorizing an Agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project. After a brief discussion and with the expectation that Caltrans will pay for the design and construction related services for this project, the Board decided to adopt the resolution.

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to adopt the resolution authorizing the District Manager/District Engineer to sign an agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project.

**AYES:** Director Bushey, Acting Chair Rice

**NOES:** None

**ABSENT:** Chair Phillips

*Motion Carried*

**d. Review Budget Status Report for the period 7-1-17 through 12-31-17.**

District Manager Toy reported that for revenue, the District had received approximately \$9.4 million in sewer assessment charges, \$836,000 in property taxes, and \$10.4 million in total revenue through the end of December 2017. She confirmed for the Board that everything is currently on-track but that she may need to modify some of the capital improvement projects prior to the end of the fiscal year. Director Rice then inquired about the wording in the Accountant's Compilation Report in regard to disclosures, and Manager Toy reported that she would check with Maher Accountancy on that.

**7. INFORMATIONAL ITEMS.**

**8. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS.**

**9. ADJOURNMENT**

There being no further business to come before the Board, the meeting of March 16, 2018, was adjourned at 9:57 A.M. The next meeting of the San Rafael Sanitation District scheduled for Monday, April 23, 2018, was later rescheduled for Monday, April 30, 2018, at 9:00 A.M. at San Rafael City Hall.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 30th DAY OF APRIL 2018**

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Katie Rice, Acting Chair

3.

**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
**March 1, 2018 - March 31, 2018**  
**Vendor/Payee**

	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/28/18	200	2021	Uniforms	\$ 108.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/07/18	200	2021	Uniforms	\$ 136.84
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/14/18	200	2021	Uniforms	\$ 135.00
AT&T *3362	Telephone Service - land lines for pump stations and dialers from 2/02/18-3/01/18	100	2534	Telephone service	\$ 323.60
AT&T MOBILE	Telephone Service - cell phones service from 2/04/18-3/03/18	100	2534	Telephone service	\$ 624.64
CENTRAL MARIN SANITATION AGENCY	Connection Fees - 1375 Fifth Avenue	200	2210	Connection fees payable cmsa	\$ 66,929.30
CENTRAL MARIN SANITATION AGENCY	Connection Fees - 240 Francisco Blvd. W.	200	2210	Connection fees payable cmsa	\$ 1,854.00
CITY OF SAN RAFAEL	Pump Stations - coolant for pump station generators	200	2359	Maint- pump sta's & force mains	\$ 114.97
CITY OF SAN RAFAEL	Vehicle & Equipment Acquisition - installation of radio and outfitting of new Ford F350 - vehicle 8154-18	100	4830	Vehicle equipment & acquisition	\$ 5,682.85
CITY OF SAN RAFAEL	Vehicles - fuel from 10/01/17-12/31/17	200	2083	Parts and repairs vehicles	\$ 4,829.10
CITY OF SAN RAFAEL	Vehicles - repair and parts for unit 8154	200	2083	Parts and repairs vehicles	\$ 51.09
CITY OF SAN RAFAEL	Vehicles - repair and parts for unit 8200	200	2083	Parts and repairs vehicles	\$ 86.98
DOWNEY BRAND LLP	Legal Services - for February 2018 services re: NPDES permit	100	2713	Legal services	\$ 2,981.50
FASTENAL	Pump Stations - wire nuts for fan at West Railroad PS	200	2359	Maint- pump sta's & force mains	\$ 1.62
FLASHBAY INC.	Office Supplies - USB drives	100	2133	Office & shop supplies	\$ 401.09
JACKSON'S HARDWARE	Pump Stations - garden hose swivel fitting for Bret Harte PS	200	2359	Maint- pump sta's & force mains	\$ 4.68
MARIN MUNICIPAL WATER DIS	Water - water for vacor truck 220 Tamal Vista Bl. from 12/30/17-2/28/18	200	2536	Water utility costs	\$ 1,876.46
NUTE ENGINEERING	San Pedro Pump Station - services from 1/01/18-1/31/18	300	4147	San Pedro Pump Station (10)	\$ 4,666.00
PERIN - BATTERIES PLUS	Pump Stations - battery for Peacock PS dialer	200	2359	Maint- pump sta's & force mains	\$ 15.21
PERIN - BATTERIES PLUS	Pump Stations - battery for Riviera PS dialer	200	2359	Maint- pump sta's & force mains	\$ 15.21
PUMP REPAIR SERVICE CO	Pump Stations - inspect existing pump and replace with new pump at Andersen A PS	200	2359	Maint- pump sta's & force mains	\$ 13,163.69
ROTO-ROOTER SEWER SERVICE INC	Collection System - repair deeper sewer main at 8 Balboa Ave.	200	2360	O&M - collection systems	\$ 1,350.00
ROTO-ROOTER SEWER SERVICE INC	Standby - service at 71 Twin Oaks Ave.	200	2363	Standby services	\$ 230.00
ROTO-ROOTER SEWER SERVICE INC	Standby - service at 180 Bret Hart Rd.	200	2363	Standby services	\$ 460.00
SHAMROCK	Collection System - sand and rock for backfill for sewer repair at 23 Rafael Dr.	200	2360	O&M - collection systems	\$ 86.42
TELSTAR INSTRUMENTS INC	Pump Stations - VFD installation and key pads for West Railroad PS	200	2359	Maint- pump sta's & force mains	\$ 2,491.47
TELSTAR INSTRUMENTS INC	Pump Stations - VFD troubleshooting at West Railroad PS	200	2359	Maint- pump sta's & force mains	\$ 1,225.00
TIFCO INDUSTRIES	Shop Supplies - industrial grade duct tape	200	2133	Office & shop supplies	\$ 156.19
US BANK CORPORATE PAYMENT	Office Supplies - cell phone batteries	100	2133	Office & shop supplies	\$ 18.12
US BANK CORPORATE PAYMENT	Office Supplies - cell phone charger	100	2133	Office & shop supplies	\$ 25.06
US BANK CORPORATE PAYMENT	Safety Equipment - gloves	200	2365	Safety equipment and supplies	\$ 28.58
US BANK CORPORATE PAYMENT	Safety Equipment - gloves	200	2365	Safety equipment and supplies	\$ 43.90
US BANK COMPONENTS & BLDG SUPPLY	Collection System - pipe and couplings for sewer repair at 46 East Crescent Dr.	200	2360	O&M - collection systems	\$ 237.39
WATER COMPONENTS & BLDG SUPPLY	Collection System - pipe, clamps, and rock for sewer repair at 46 East Crescent Dr.	200	2360	O&M - collection systems	\$ 149.60
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - pipe for 27-inch force main at Mill St., Harbor, and Belvedere	200	2359	Maint- pump sta's & force mains	\$ 5.64
WECO INDUSTRIES LLC	Collection System - power rodder parts	200	2360	O&M - collection systems	\$ 1,712.47
					\$ 112,221.97

4.a.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 4.a.*

**DATE:** April 30, 2018  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer *DTJ*  
**SUBJECT:** **Discussion on Updating the CMSA Joint Exercise of Powers Agreement**

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**SUMMARY:**

The CMSA Joint Exercise of Powers Agreement, which came into effect in October 1979, is currently being reviewed and revised to reflect the current and future delivery of wastewater services in Central Marin. The SRSD Board assigned Director Bushey to serve on an Ad-Hoc Committee, which is comprised of a representative from each JPA member agency; it was formed to review and update the Agreement.

On May 9, 2017, the Ad-Hoc Committee had its kick-off meeting and developed a procedure for updating the Agreement. The Agreement was separated into five group topics to review, discuss, and make recommended changes to one group topic at each of the monthly Committee meetings. The recommended changes will then be presented to each of the JPA member agencies for their review and comment and taken back to the Committee for its consideration.

Since our last discussion at the January Board meeting, each of the member agencies has approved all five group topics. An updated JPA Agreement was drafted and given to Jack Govi, CMSA's legal counsel, for a legal peer review. It was then reviewed by the Ad-Hoc Committee and at the April 12, 2018, CMSA Board meeting. The Board accepted all the minor editorial changes, deleted definitions, and the revised indemnification section and made revisions to the Withdrawal section. The CMSA Board has made the following requests:

- That each member agency review the new Withdrawal language with its legal counsel for review and comment.
- That the JPA managers discuss the legal comments/revisions at the April 26, 2018, JPA managers' meeting.
- That the JPA managers' prepare a revised Withdrawal section, if needed.
- That the revised Withdrawal section be discussed at the May 8<sup>th</sup> CMSA Board meeting.

Our legal counsel, Jack Govi, has reviewed the Withdrawal section and had one comment. Please see the attached revisions to "Section 20. Withdrawal" (Jack's comment is in blue).

District staff and Ross Valley Sanitary District are currently updating maps depicting joint facilities.

**ACTION REQUIRED:**

Staff requests that the SRSD Board review and provide any comments. The Board's comments will be reported back to the Committee, and the Board may provide additional direction to staff if required.

Attachments: Joint Exercise of Powers Agreement Draft, April 2018





CENTRAL MARIN SANITATION AGENCY

**JOINT EXERCISE OF POWERS AGREEMENT**

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April, 2018

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## CENTRAL MARIN SANITATION AGENCY

### JOINT EXERCISE OF POWERS AGREEMENT

This Agreement, dated \_\_\_\_\_, 2018, is by and between **ROSS VALLEY SANITARY DISTRICT**, SAN RAFAEL SANITATION DISTRICT, SANITARY DISTRICT NO.2 of MARIN COUNTY, and the CITY OF LARKSPUR.

#### RECITALS

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

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

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

**Whereas**, SD1 annexed the City of Larkspur's wastewater service area and assets in 1993, transferring ownership of and operations and maintenance responsibility for Larkspur's wastewater assets, including those referenced in the 1979 CMSA JPA, to SD1; and provisions in that 1993 annexation agreement and its 1995 amendment state that the City of Larkspur will retain a seat on the CMSA Board of Commissioners; and

**Whereas**, the amended 1979 JPA identifies sole and joint use wastewater conveyance facilities in the CMSA service area with their JPA member ownership and maintenance responsibilities, and these responsibilities were further clarified in two Memoranda of

Understanding between CMSA and the JPA member owners, which have been incorporated into this 2018 JPA; and

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

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

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

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

**Whereas,** the Members have prepared this 2018 JPA to update the 1979 JPA, and reflect the state of wastewater service delivery in Central Marin County; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

### **SECTION 1. DEFINITION OF TERMS**

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

~~**"ACT" means the provisions of Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with Section 6500) pertaining to joint powers agreements.**~~

- A. **"CMSA"** means the Central Marin Sanitation Agency.
- B. **"COMMISSION"** means the governing board of Central Marin Sanitation Agency.
- C. **"CAPACITY CHARGE"** means a one-time charge to a property owner when connecting to the sanitary sewer system for the first time or for construction of additional improvements which will add to the quantity and/or strength of wastewater flow.  
~~**Members charge a connection fee in addition to the Agency's capacity charge, and**~~

~~— collect both from the property owner at the time of connection and remit the capacity charge to the Agency.~~

- D. "EQUIVALENT DWELLING UNIT (EDU)" means one unit of wastewater utility service demand. An EDU represents the average wastewater flow and strength generated by a single-family residence or equivalent.
- E. "LARKSPUR" means CITY OF LARKSPUR, a municipal or public corporation, a party to this Agreement.
- ~~"LAW" means the Joint Exercise of Powers Law, Section 6500 et seq. of the Government Code of the State of California.~~
- F. "MEMBER" means any party to this Agreement.
- G. "OPERATION AND MAINTENANCE" means the regular performance of work required to assure continuous functioning of the wastewater system, and corrective measures taken to repair facilities to keep them in operating condition.
- ~~"ORDER" means the duly adopted Resolutions and Ordinances of the Agency.~~
- H. "REGIONAL CHARGE" means a charge by CMSA to the Members based on wastewater flow and strength. ~~The revenue from such charges are to be used by the Agency to pay for the cost associated with its wastewater services, including but not limited to operational, capital, and administrative expenses.~~
- I. "RVSD" means the Ross Valley Sanitary District, a special district, a party to this Agreement. RVSD was formerly known as SD1, Sanitary District #1 of Marin County.
- J. "SD2" means SANITARY DISTRICT NO. 2 of MARIN COUNTY, a special district, a party to this Agreement.
- K. "SRSD" means SAN RAFAEL SANITATION DISTRICT, a special district, a party to this Agreement.
- L. "SEWER SERVICE CHARGE" means a charge to a property owner or occupant of designated premises for the use of the sanitary sewer system.
- ~~"STANDARDS" means the terms and conditions of use of the Agency facilities as specified by the Agency.~~

## SECTION 2. FORMATION OF CENTRAL MARIN SANITATION AGENCY

In 1979, the Members entered into the original JPA to form CMSA pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. For the purposes of this Agreement, CMSA is a public agency separate from the Members.

### SECTION 3. PURPOSE

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

### SECTION 4. TERM AND EFFECT

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

### SECTION 5. POWERS

- A. CMSA shall have the power and authorization to plan, acquire, construct, maintain and operate facilities for the treatment, reclamation, and disposal of wastewaters for the benefit of the lands and inhabitants within its boundaries. CMSA will assume for the benefit of the Members responsibility for all functions pertaining to wastewater treatment, reclamation, and disposal.
- B. The Commission may authorize CMSA to contract to provide other services.
- C. CMSA is not authorized to provide wastewater collection or treatment services in a Member's service area unless and until such services have been approved by both the Commission and the governing Board of the Member responsible for the service area in which the wastewater collection or treatment services will be provided.
- D. ~~Currently,~~ CMSA is authorized to provide wastewater services to SD2, the San Quentin Village Sewer Maintenance District, and the San Quentin State Prison; lead and participate in a cooperative multi-agency public education program; provide pollution prevention and source control services to several Marin County agencies; and monitor and enforce illegal stormwater discharges for the Cities of San Rafael and San Anselmo.
- E. **CMSA** may receive organic materials for anaerobic digestion, beneficially reuse its biosolids, produce and distribute recycled water, utilize biogas to produce energy and/or transportation fuel for internal use and external sale, and capture other renewable resources for use or sale.
- F. **CMSA** is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter contracts; apply for and accept grants, advances and contributions; to employ agents and employees; to acquire, construct, manage, maintain and operate any



**CMSA** buildings, **facilities**, or improvements; to acquire, hold or dispose of property; to sue and be sued in its own name, to incur debts, liabilities, or obligations; to issue bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the projects of **CMSA**; and to exercise jointly the common powers of the parties hereto set forth above. No such debts, liability, or obligation of **CMSA** shall constitute a debt, liability or obligation of any Member. **CMSA** has no power to levy or cause to be levied ad valorem property taxes. **CMSA** has the power of eminent domain.

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

#### **SECTION 6. GOVERNING BODY OF THE AGENCY**

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

#### **SECTION 7. COMMISSION MEMBERSHIP AND OFFICERS**

- A. The Commission shall consist of six commissioners, two appointed by the governing board of **RVSD**, two appointed by the governing board of **SRSD**, one appointed by the governing board of **SD2**, and one appointed by the City Council of Larkspur.
- B. Each commissioner may be an elected official of the governing body of the City or District he/she represents, or may be such other resident of the City or District as selected by the Member. A commissioner shall serve in such a manner and for such term as each Member may determine, and may be removed at the pleasure of the Member appointing such person. The Commission shall annually choose commissioners to serve as Chair, Vice-Chair, and Secretary. Each Member shall determine its method of selection of the person representing the City or District. An elected official or resident of the City or District may be designated by the Member to serve as an alternate to any

commissioner.

- C. The Commission may appoint and employ a General Manager who shall perform such duties as may be imposed by the Commission and who shall report to the Commission in accordance with such rules and procedures as the Commission may adopt.
- D. The Chair shall sign contracts on behalf of **CMSA** and perform such other duties as may be imposed by the Commission. The Vice-Chair shall act in the absence of the Chair. The Commission may delegate to the General Manager the power to sign contracts on behalf of **CMSA**. If the Chair signs a contract, the Secretary or Vice-Chair shall countersign it on behalf of **CMSA**. The Vice-Chair and Secretary shall perform such other duties as may be imposed by the Commission.
- E. The Commission shall appoint a Treasurer/Controller. Said power of appointment may be vested with the General Manager by action of the Commission. The Treasurer shall have the duties and obligations set forth in Section 6505.5 of the Government Code of the State of California.

#### **SECTION 8. COMMISSION VOTING**

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

#### **SECTION 9. DUTIES OF THE COMMISSION**

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

#### **SECTION 10. MEETINGS OF THE COMMISSION**

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

California, and other applicable provisions of law.

### **SECTION 11. FINANCIAL RECORDS AND REPORTS**

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

### **SECTION 12. BONDING PERSONS HAVING ACCESS TO PROPERTY**

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

### **SECTION 13. BONDS AND OTHER BORROWING**

- A. CMSA shall have power and authority to issue and sell revenue bonds and other forms of indebtedness, borrow money and enter into contracts related to the foregoing in accordance with any one or more or portion of the following:
  - Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6540;
  - Chapter 6, Division 2, Title 5 of the Government Code, commencing with Section 54300;
  - Chapter 5, Part 3, Division 5 of the Health and Safety Code, commencing with Section 4950;
  - Articles 10 and 11, Chapter 3, Part 1, Division 2, Title 2 of the Government Code, commencing with Section 53570;Such other relevant provisions of law as may now or hereafter be applicable.
- B. For purposes of referendum and vote on an CMSA-wide basis, the boundaries of CMSA shall be the consolidated boundaries of its Members. Under applicable law, CMSA may form improvement districts in which event the boundaries thereof shall be

determinative with respect to referendum and voting. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the Elections Code.

- C. **CMSA** shall have and exercise all powers conferred on “local agencies” by the provisions of the law with respect to such revenue bonds, other forms of indebtedness, or borrowing money.
- D. Revenues required to provide monies for payment of revenue bonds issued by **CMSA**, other forms of indebtedness, or borrowing money shall be derived from sewer Capacity Charges, **CMSA**’s Regional Charge to the Members, and other legally available revenues of **CMSA** as may be specified in the documents related to such revenue bonds, other forms of indebtedness, or borrowing money. The amount of such charges shall be determined by **CMSA**.
- E. In connection with **CMSA** issuing revenue bonds, other forms of indebtedness, or borrowing money for new capital projects or other significant expenditures, **CMSA** and all the Members will enter into a payment agreement or supplement an existing payment agreement that provides for an increase in **CMSA**’s Regional Charge to the Members to comply with the requirements of such revenue bonds, indebtedness, or borrowing.

#### **SECTION 14. OPERATING FUND**

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

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

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

- B. Each Member, in turn, shall be responsible for deriving the revenue necessary to pay its Regional Charges to **CMSA**.
- C. Excess operating and capital funds of **CMSA**, if any, from whatever source, are the property of **CMSA**.

- D. Capacity charges may be collected either by a Member or **CMSA**. **If collected by a Member, the capacity charge will be collected when the Member collects its connection fee from a property owner and will be remitted to CMSA.**

#### **SECTION 15. OWNERSHIP OF PROPERTIES**

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

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

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

#### **SECTION 16. FUNCTIONAL RESPONSIBILITIES**

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

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

recovery facilities, and other wastewater facilities specified in this Agreement.

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

#### **SECTION 17. INDEMNIFICATION AND INSURANCE**

A. **CMSA Indemnification**

**CMSA** shall indemnify, defend and hold Members harmless from any claims or liability arising out of or relating to the functioning of **CMSA** pursuant to this Agreement.

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

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

B. **Member Indemnification**

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

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

### **SECTION 18. AMENDMENTS**

This Agreement may be amended only by agreement approved and executed by all of the Members.

### **SECTION 19. SETTLEMENT OF DISPUTES**

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

- A. Informal Dispute Resolution among Agency Managers
1. Managers from each agency shall meet and attempt to resolve the dispute.
  2. This process shall be informal and will be chaired by the CMSA General Manager. If the dispute is between CMSA and a Member(s), the managers shall select a chairperson to chair the meeting.
  3. The chair shall set a meeting date with an Agenda.
  4. Since this is an informal dispute resolution, attorneys for each agency shall not participate in the meeting(s).
  5. Should a resolution be reached, attorneys for each agency may assist in the preparation of any necessary documents.
- B. Informal Dispute Resolution – Board Members and Managers
1. Should the dispute resolution in Paragraph A (above) not resolve the dispute, the next step will be an informal dispute resolution with each agency and its manager participating.
  2. Each agency shall appoint two board members who will join its agency manager to participate in a meeting to resolve the dispute.
  3. Steps 2 – 5 in Section A. shall be applicable for the meeting process.
- C. Mediation of Disputes
1. Should the informal dispute resolutions in Paragraphs A and B (above) not be successful in resolving the dispute, then the **agencies** shall proceed to mediation

before a neutral mediator.

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

2. Selection of Mediator:

- a. For such purposes, an agreed upon mediator shall be selected by all Commissioners.
- b. Should the Commissioners fail to agree upon a mediator, the **agencies** will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned mediator.

3. Mediation

- a. Each agency shall meaningfully participate in mediation to attempt to reach a resolution of the dispute.
- b. Each agency shall equally share in the costs of the mediator regardless of whether a settlement of the dispute is reached.

D. Binding Arbitration

1. Should the informal dispute resolutions in Paragraphs A, B, and C (above) not be successful in resolving the dispute, then the **agencies** shall proceed to Binding Arbitration before a neutral arbitrator.

2. For purposes of arbitration, each agency may be represented by counsel.

3. Selection of Arbitrator:

- a. For such purposes, an agreed upon arbitrator shall be selected by all Commissioners.
- b. Should the Commissioners fail to agree upon an Arbitrator, the **agencies** will apply to the Judicial Arbitration and Mediation Services (JAMS) or a comparable service for an assigned arbitrator.

4. Hearing:

The chosen arbitrator or assigned arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure (CCP Sections 1282 et seq.). At the Arbitration hearing, the rules of evidence shall apply.

5. The ruling of the arbitrator shall be binding on all agencies. There shall be no right of appeal to the Court system.



## **SECTION 20. WITHDRAWAL**

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

The Member seeking Withdrawal from the JPA shall not receive or be entitled to any financial or other material compensation from CMSA and the remaining Members relating to the Withdrawal. This provision does not pertain to any separate agreement or dispute not involving withdrawal between Members.

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

## **SECTION 21. MISCELLANEOUS**

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

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

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

## **SECTION 22. PARTIAL INVALIDITY**

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

## **SECTION 23. SUCCESSORS**

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

## SECTION 24. PERSONNEL

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

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

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

### B. Personnel Policies and Procedures

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

### C. Administration of Employer-Employee Relations

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

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

ROSS VALLEY SANITARY DISTRICT

\_\_\_\_\_  
Doug Kelly, President

Attest: Thomas Gaffney, Secretary

SAN RAFAEL SANITATION DISTRICT

\_\_\_\_\_  
Gary O. Phillips, Chairman

Attest: Maribeth Bushey, Secretary/Director

SANITARY DISTRICT No. 2 of MARIN COUNTY

\_\_\_\_\_  
Carla Condon, President

Attest: Diane Furst, District Vice President

CITY OF LARKSPUR

\_\_\_\_\_  
Dan Hillmer, Mayor

Attest: Ann Morrison, Vice Mayor

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## JPA Exhibit A

### Wastewater Conveyance Asset Ownership, Operation, and Maintenance

**Exhibit A** presents selected sole and jointly owned wastewater conveyance and related facilities in the CMSA service area with their ownership, operation, and maintenance responsibilities. Attachments 1 and 2 are maps showing the general location of the sole and joint use facilities.

#### A. Definitions

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

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

#### B. RVSD Ownership, Operation, and Maintenance Responsibilities

1) 54" RV Interceptor (FM IIA-1): RVSD jointly owns, with SD-2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB (see Attachment 2). RVSD does not have any operation or maintenance responsibility for FM IIA-1.

2) 54" RV Interceptor (FM IIA-2): RVSD jointly owns, with SD-2, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting. RVSD solely operates and maintains the interceptor and its pipeline fittings and appurtenances from the upstream side of the flexible coupling connection outside the SQJB to the connection with the 30" Greenbrae Forcemain.

3) 12" Pump Station 10 Landing B Forcemain (FM IIB): RVSD owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from Pump Station B to the upstream side of the 12" valve flange on the 54" x 12" FM IIA-2 fitting.

4) San Quentin Junction Box: RVSD and SD2 jointly own the SQJB structure, and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

**B. SD2 Ownership, Operation, and Maintenance Responsibilities**

1) 54" RV Interceptor (FM IIA-1): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections and other appurtenances, including valves connected to a fitting, from the treatment plant headworks to the downstream side of the flexible coupling connection outside the SQJB. SD2 does not have any operation or maintenance responsibility for FM IIA-1.

2) 54" RV Interceptor (FM IIA-2): SD2 jointly owns, with RVSD, the interceptor and its fittings, connections and other appurtenances. SD2 does not have any operation or maintenance responsibilities for FM IIA-2.

3) Corte Madera Forcemain (FM IIC): SD2 owns, operates, and maintains the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the Paradise Pump Station to the upstream side of the 24" valve flange on the 54" x 24" FM IIA-2 fitting.

4) San Quentin Junction Box: SD2 and RVSD jointly own the SQJB structure and do not have maintenance responsibility for the structure or the electrical and mechanical equipment within it.

5) Abandoned 20" Corte Madera Forcemain: SD2 owns and maintains the disconnected forcemain.

**C. SRSD Ownership and Maintenance Responsibilities**

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

2) 10" South Francisco Forcemain (FM IG): SRSD owns the forcemain and all its fittings, valves, and other pipeline appurtenances for its entire length, from the connection to the 45" San Rafael Interceptor to the South Francisco pump station. SRSD shall maintain the forcemain and its appurtenances outside of the SFJB.

**D. CMSA Ownership and Maintenance Responsibilities**

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

2) 10" South Francisco Forcemain (FM IG): CMSA shall maintain the forcemain and its fittings, the 10" valve, and other pipeline appurtenances within the SFJB.

3) South Francisco Junction Box: CMSA owns and shall maintain the SFJB structure and all existing and future electrical, mechanical, and instrumentation equipment and systems within the SFJB.

CMSA grants SRSD access to the SFJB to inspect the 45" San Rafael Interceptor and the 10" South Francisco forcemain. Access shall be coordinated with CMSA operations staff.

4) Andersen Drive Chemical Dosing Station: CMSA owns and shall maintain the dosing station and its piping and appurtenances upstream of the SR interceptor connection.

5) 54" RV Interceptor (Reach FM IIA-1): CMSA shall operate and maintain the interceptor, fittings, and appurtenances from the treatment plant headworks to the upstream side of the SQJB's flexible coupling connection. CMSA will also maintain the interceptor, the 54"x16" connection fitting, the 54" valve, and the other interceptor appurtenances in the SQJB.

6) San Quentin Junction Box: CMSA shall maintain the SQJB structure, and operate and maintain all electrical, mechanical, and instrumentation equipment and systems within the SQJB. CMSA owns all electrical, instrumentation, and mechanical systems within the SQJB.

CMSA grants RVSD and SD2 access to the SQJB to inspect the 54" RV Interceptor and its fittings and appurtenances. Access shall be coordinated with CMSA operations staff.

7) Chemical Dosing Station: CMSA owns, operates, and maintains the hydrogen peroxide chemical dosing station and its piping and appurtenances upstream of the RV Interceptor (Reach IIA-1) connection in the SQJB.

8) Recycled Water Pipeline: CMSA owns, operates, and maintains the 6" recycled water pipeline from the treatment plant to FM 11A-1, and the pipelines and fittings to the chemical dosing station and to Remillard Pond.

#### **D. Miscellaneous**

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

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**CMSA JPA - Exhibit B**  
**CMSA and Member Insurance Requirements**

MINIMUM SCOPE OF CMSA INSURANCE

Coverage shall be at least as broad as:

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

***Additional Insured Status***

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

***Verification of Coverage***

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

MINIMUM SCOPE OF MEMBER INSURANCE

Coverage shall be at least as broad as:

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

***Additional Insured Status***

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

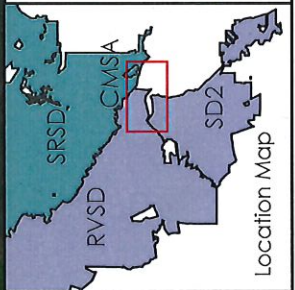
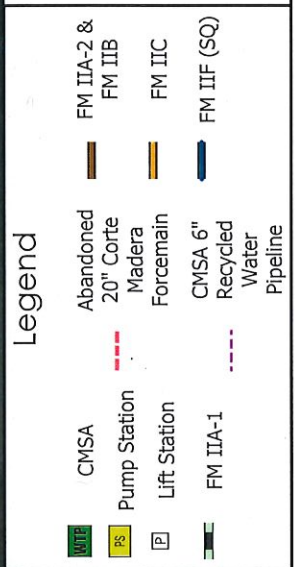
***Verification of Coverage***

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



**Attachment 1**

**CMSA, RVSD, & SD2 Joint Facilities**



**CMSA**


**Ross Valley Sanitary District**

**Sanitary District No. 2**

**CMSA JPA Members**

5.a.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 5.a.*

**DATE:** April 30, 2018  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer   
**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for Design and Related Services for the Miramar/Miraflores Sewer Replacement Project

**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for design related services for the Miramar/Miraflores Sewer Replacement Project.

**BACKGROUND:**

Miramar Avenue and Miraflores Avenue are located in the Gerstle Park Neighborhood. There are approximately 1,600 linear feet of 6-inch sewer pipe that needs to be replaced due to major offset joints, roots, and cracks in the pipe. The existing sewer pipe alignment is in narrow streets and in residential yards on a hilly terrain, making it difficult for our maintenance crew to clean and maintain the pipe.

Staff has asked CSW/Stuber-Stroeh to submit a proposal to design and replace the 6-inch sewer main.

**ANALYSIS:**

CSW/Stuber-Stroeh proposes to perform the design related services on a time-and-materials basis, not to exceed \$99,900.00.

**FISCAL IMPACT:**

The design portion of the Miramar/Miraflores Sewer Replacement Project will be funded from the 80-Year Life Cycle Sewer Replacement Program from Fiscal Years 2017-18 and 2018-19.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for design related services for the Miramar/Miraflores Sewer Replacement Project.

Attachments: Resolution  
Professional Services Agreement  
Proposal from Consultant, Exhibit "A"

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1169**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH  
CSW/STUBER-STROEH ENGINEERING GROUP, INC.,  
FOR DESIGN RELATED SERVICES  
FOR THE MIRAMAR/MIRAFLORES SEWER REPLACEMENT PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$99,900**

**THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT,  
COUNTY OF MARIN, hereby resolves as follows:**

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for design related services to for the Miramar/Miraflores Sewer Replacement Project, a copy of which is hereby attached and by this reference made a part hereof.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 30th day of April, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

---

**Gary O. Phillips, Chairman**

**ATTEST:**

---

**Maribeth Bushey, Secretary**

**PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN RELATED SERVICES FOR THE  
MIRAMAR/MIRAFLORES SEWER REPLACEMENT PROJECT**

This Agreement is made and entered into this 30th day of April, 2018, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *CSW/STUBER-STROEH ENGINEERING GROUP, INC.* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *CSW/STUBER-STROEH ENGINEERING GROUP, INC.*, to perform the required design related services for the "**Miramar/Miraflores Sewer Replacement Project**" (hereinafter "PROJECT"); and

WHEREAS, the CONSULTANT has offered to render certain specialized professional services in connection with this Project.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

DISTRICT and CONSULTANT have outlined the scope of services to be provided, and related expenses as described in Exhibit "A" attached and incorporated herein.

2. PROJECT COORDINATION

A. DISTRICT. The District Manager/District Engineer shall be the representative of the DISTRICT for all purposes under this Agreement. The Senior Civil Engineer is hereby designated as the PROJECT MANAGER for the DISTRICT, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. *AL CORNWELL* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated April 25, 2018, marked Exhibit "A", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this agreement in the time frame as specified and as shown in Exhibit "A".

4. DUTIES OF THE DISTRICT

DISTRICT shall perform the duties as described and incorporated herein.

5. COMPENSATION

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT on a time and materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed the \$99,900 as shown on the Proposal Budget, set out in Exhibit "A".

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT.

6. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution until the Project is complete.

7. TERMINATION

A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all DISTRICT documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to DISTRICT as soon as possible, but not later than thirty (30) days after termination.

## 8. OWNERSHIP OF DOCUMENTS

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement shall be the sole property of DISTRICT. DISTRICT may use said property for any purpose, including projects not contemplated by this Agreement providing that the DISTRICT indemnify, release and hold harmless the CONSULTANT, its officers and employees against any claim, demand, suit, judgment, loss, liability, or expense of any kind, including attorney fees, arising out of or resulting in any way from use of said property for any project other than project entitled "Cayes Main Pump Station and Catalina Force Main Improvement Project."

## 9. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to DISTRICT, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with DISTRICT or its agent in any such audit or inspection.

## 10. ASSIGNABILITY

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

## 11. INSURANCE

A. During the term of this Agreement, CONSULTANT shall maintain, at no expense to DISTRICT, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence and \$2,000,000 aggregate for death, bodily injury, personal injury, or property damage;

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence;

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

B. The insurance coverage required of the CONSULTANT by Section 11. A., shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by DISTRICT and shall not call upon DISTRICT's insurance or coverage for any contribution;

2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury;

3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the DISTRICT, its officers, agents, and employees as additionally named insureds under the policies;

4. CONSULTANT shall provide to PROJECT MANAGER, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming DISTRICT, its officers, agents and employees, as additional insureds under the policies;

5. The insurance policies shall provide that the insurance carrier shall not cancel or terminate said insurance policies except upon thirty (30) days written notice to DISTRICT's PROJECT MANAGER;

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years as long as the insurance is reasonably affordable and available;

7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement;

8. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the County Counsel.

C. If it employs any person, CONSULTANT shall maintain Workers' Compensation and Employer's Liability Insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and DISTRICT against all liability for injuries to CONSULTANT's officers and employees.

D. Any deductibles or self-insured retentions exceeding \$20,000 in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and the County Counsel. At District's option, the deductibles or self-insured retentions with respect to DISTRICT shall be reduced or eliminated to DISTRICT's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees, and defense expenses.



12. INDEMNIFICATION

CONSULTANT shall indemnify, release, and hold harmless DISTRICT, its officers, and employees against any claim, demand, suit, judgment, loss, liability, or expense of any kind, including attorney's fees, to the extent caused by the CONSULTANT's negligent acts or omissions or negligence of CONSULTANT or CONSULTANT's officers, agents, and employees in the performance of their duties and obligations under this Agreement.

13. NONDISCRIMINATION

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

14. COMPLIANCE WITH ALL LAWS

CONSULTANT shall use due professional care to observe and comply with all applicable Federal, State and local laws, ordinances, codes, and regulations in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations.

15. NO THIRD PARTY BENEFICIARIES

DISTRICT and CONSULTANT do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

16. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery or, if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO DISTRICT: Ms. Karen Chew (Project Manager)  
San Rafael Sanitation District  
111 Morphew Street  
P.O. Box 151560  
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Al Cornwell (Project Director)  
CSW/Stuber-Stroeh Engineering Group, Inc.  
45 Leveroni Court  
Novato, CA 94949

17. INDEPENDENT CONSULTANT

For the purposes and for the duration of this Agreement, CONSULTANT, its officers, agents, and employees shall act in the capacity of an Independent Contractor, and not as employees of the DISTRICT. CONSULTANT and DISTRICT expressly intend and agree that the status of CONSULTANT, its officers, agents, and employees be that of an Independent Contractor and not that of an employee of DISTRICT.

18. ENTIRE AGREEMENT -- AMENDMENTS

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the DISTRICT.

C. No other agreement, promise, or statement, written or oral, relating to the subject matter of this Agreement shall be valid or binding except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the CONSULTANT and the DISTRICT.

E. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

19. SET-OFF AGAINST DEBTS

CONSULTANT agrees that DISTRICT may deduct from any payment due to CONSULTANT under this Agreement any monies which CONSULTANT owes DISTRICT under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks, or other amounts.

20. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any ordinance, law, or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law, or regulation or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, or covenant of this Agreement or any applicable law, ordinance, or regulation.

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all State and Federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is 68-0215172, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year first above written.

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

\_\_\_\_\_  
Doris Toy, P.E.  
District Manager/District Engineer

CSW/STUBER STROEH ENGINEERING GROUP, INC.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Al Cornwell

\_\_\_\_\_  
Jack F. Govi  
Assistant County Counsel

Title: President

Date: April 25, 2018  
File: 7.776.455

# EXHIBIT A

Karen Chew and Doris Toy  
San Rafael Sanitation District  
111 Morpew Street  
San Rafael, CA 94901

## RE: MIRAMAR/MIRAFLORES SANITARY SEWER REPLACEMENT

Dear Doris and Karen:

Thank you for meeting with me last week to go over the Miramar-Miraflores sewer replacement. After meeting with both of you and Chris from the District, we walked the project area and have prepared a scope of work and fees to survey, design and issue construction documents so that the Sanitation District is able to bid and construct the lines.

### SCOPE OF SERVICES

#### Task 1. PRELIMINARY ANALYSIS

- a. Field Survey: CSW|ST2 will conduct a field survey of the lines depicted on the attached Exhibit A. The survey will cover the curb to curb or edge of pavement to edge of pavement for the areas in the street. Along the proposed alignment outside of the streets the survey will cover approximately 10 feet in each direction or to the edge of a physical restriction such as a fence or structure. The topographic survey will be done conventionally (no aerial data) and based on GPS control. Once the field survey is complete we will reduce the collected, build a surface, generate contours, and create a Topographic Map. The Topographic Map will be prepared on a 22"x34" sheet at an appropriate engineering scale of 1"=20'. The field survey and topographic map will collect and depict the following within the strip of land or street noted above:
  1. Horizontal Datum on California State Plane Coordinates, North American Datum of 1983 (NAD83), Zone 2 tied into previous CSW|ST2 surveys GPS control network
  2. Vertical Datum on North American Vertical Datum of 1988 (NAVD88) tied into previous CSW|ST2 surveys GPS control network
  3. two feet contours
  4. Spot Elevations on hardscape, features, flat areas, grade breaks, etc.
  5. Retaining walls, seat walls, decorative walls, etc.
  6. Fences
  7. Concrete and pavement areas
  8. Curbs and pathways
  9. Observed surface utilities (utility boxes, vaults, meters, valves, etc.)

## CSW | ST2

Karen Chew and Doris Toy  
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10. Drainage structures with rim/grate elevation and bottom of structure (if accessible)
11. Sewer structures such as man holes, and cleanouts with rim elevation
12. Trees greater than 4" in diameter (measured at breast height)
13. Building Corners and structures
14. Visible boundary corners will be surveyed, but the survey will not depict boundaries of lot lines not supported by set corners.

*Deliverable:* Topographic map depicting surface features along the lengths of pipe noted above (approximately 1700 linear feet).

- b. Site Recon: CSW|ST2 will review the previous field notes and walk each line to determine the most logical route along which to rehabilitate the sewer lines. We will look at options including pipe bursting, directional drilling and cut and cover as methods to rehabilitate the sewer. We will review the TV logs of the lines as well as the notes from the previous District reconnaissance. CSW|ST2 will also provide up to \$2,400 in fees for Condition of Title Reports (approximately 6 properties) to see what easements are listed on affected properties.

*Deliverable:* One meeting with the staff to discuss preliminary assessment based on the research and field walk and bullet outline of optional solutions on a line by line basis.

- c. Agency Coordination: CSW|ST2 will contact the utility agencies and obtain maps of the systems within the vicinity of the field survey. Precise utility locations will not be surveyed at this time. If further location of utilities in specific areas are needed for the bid documents this can be added at a later date.

*Deliverable:* Approximate utility locations identified on the agency maps will be added to the base map.

- d. Concept Design: CSW|ST2 will prepare a matrix of alternative rehabilitations for each line segment recommend the preferred alternative to the District We will meet with the District Staff to confirm the preferred solution on which to base the design

*Deliverable:* Concept Matrix of alternatives and narrative and exhibits defining the pros and cons of each concept. Meet with the District to confirm the design direction.

- e. Basis of Design and 25% PS&E

Augment the conceptual outline of each pipe segment with a report summarizing the design intent and expected outcomes. Prepare 25 % plans, outline specifications, and an opinion of Probable Cost. The plans will show a plan and profile of each line segment based on the base map created from the topography mapped in Task 1a.

Karen Chew and Doris Toy  
San Rafael Sanitation District  
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Meet with the Sanitation District to receive their input and suggestions and confirm the Basis of Design.

*Deliverable:* 25% PS&E, meeting with District staff

Task 2. 80% PS&E

CSW|ST2 will review comments from the 25% review meeting with District Staff. Based on comments received, we will refine the design plans to an 80% construction document level. The construction documents include plans, technical specifications, and opinion of probable cost.

*Deliverable:* See below

Task 3. 95% AND 100% (BID SET) PS&E

Based on comments received, we will prepare 95% and 100% construction documents. The plans will include further details to show the intent of the pipe work including grading and surface details. The technical specifications will be completed and incorporated into the District provided general conditions. The Opinion of Probable Cost will be updated and a bid sheet included in the bid documents. It is anticipated that the bid package will be reviewed by District Staff prior to the final Board meeting authorizing bidding the project. We anticipate this meeting to be a report out of the proposed project and anticipated construction schedule.

The bid set plans will incorporate engineering current standard of care for rehabilitating sanitary sewers. Electronic and hard copies of the bid set plans are listed in the deliverables. Listed below are the anticipated plan and profiles (1-inch = 20 foot scale) to be incorporated in to the construction documents.

- a. Cover Sheet: This sheet will depict the location map, abbreviations, contact information, legend, general notes, and sheet index.
- b. Existing Conditions Plan: CSW|ST2 will prepare an existing conditions plan showing topographic conditions over the existing lines to be pipeburst, lines to be removed and replaced, or new lines. The base map will identify existing property lines, easements, which result from found boundary points as noted in task 1 above.
- d. Sewer Plan and Profile: CSW|ST2 will prepare a plan and profile of each line incorporating the selected pipe improvement method and other existing and proposed appurtenances necessary to support the sewer. No anticipated surface grading is expected other than that necessary construct the upgrades. The plan

Karen Chew and Doris Toy  
San Rafael Sanitation District  
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and profile will identify utilities in the area that have be marked by USA or shown on other utility maps that might be available from the providers.

- e. Detail Sheet: CSW|ST2 will prepare typical details and trench sections to define the improved condition.
- g. Erosion Control Plan: CSW|ST2 will prepare the erosion control plan. The plan will depict the use of Best Management Practices (BMP's) to reduce the effects of erosion from this project.
- h. Geotechnical Review of Design Plans: Miller Pacific will review the 80% plans and opine on the suitability of the design from a geotechnical perspective.

*Deliverable*: Geotechnical letter

*Deliverables for Tasks 2 and 3*: Deliverable items to be submitted at each key stages of project development (80%, 95%, and bid set) include:

- One (1) electronic PDF copy of the Construction Plans
- One (1) electronic copy (AutoCAD 2010 or later) of the Construction Plans
- Three (3) 24 x 36 Print Sets of the Construction Plans
- One (1) electronic PDF copy of the Project Specifications
- One (1) electronic copy in Word format of the Project Specifications
- One (1) Print Set of the Project Specifications
- One (1) electronic PDF copy of the Opinion of Probable Construction Cost
- One (1) electronic Excel copy of the Opinion of Probable Construction Cost
- One (1) Print Set of the Opinion of Probable Construction Cost

#### Task 4. BID ASSISTANCE

CSW|ST2 will provide assistance during the bid period (attend one pre-bid meeting, respond to bidder's inquiries, and review bids) as listed below:

- a. Pre-bid Meeting: CSW|ST2 will attend a pre-bid meeting scheduled by the District to answer questions from prospective bidders.
- b. Issue Addenda and Clarifications: CSW|ST2 will respond to bidder's questions with addenda and/or written clarifications. These will be submitted to the Project Team for distribution to all plan holders.
- c. Bid Tabulation: CSW|ST2 will attend the bid opening and tabulate all bid values for review by the District.

Karen Chew and Doris Toy  
San Rafael Sanitation District  
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**Task 5. PROJECT MANAGEMENT AND PUBLIC OUTREACH**

CSW|ST2 will manage the project throughout the process, attend five (5) coordinating meetings with the District and up to ten (10) meetings with affected property owners.

Deliverables: Agendas, Meeting notes and updating the project schedule.

Modifications to the plans or services outlined above that result from Value Engineering will be performed on a time and expense basis in accordance with our then current Hourly Rates and Billing Policy.

Any services beyond those specifically outlined above will be billed as Additional Services. The inclusion of Additional Services to the Scope of Work will require written amendment to the contract to be signed by the client and CSW|ST2 before the Additional Services are to be provided (see Additional Services section, below).

**FEES**

CSW|ST2 agrees to provide the services described above on a time and expense basis, in accordance with our current Hourly Rates and Billing Policy, a copy of which is enclosed. We suggest you allow the following initial budgets:

Task 1. Preliminary Analysis and 25% PS&E	\$ 38,500.00
Tasks 2 & 3. 80%, 95% and 100% (Bid Set) PS&E	\$ 40,400.00
Task 4. Bid Assistance	\$ 2,000.00
Task 5. Project Management and Public Outreach	\$ 19,000.00
<b>TOTAL – TASKS 1-5</b>	<b>\$ 99,900.00</b>

Invoices for services rendered will be issued on a monthly basis. Payment terms are net 30 days from the date of the invoice. Late payments are subject to interest charges at the rate of 18% per annum.

Reimbursable costs for printing, supplies, agency submittal/permit fees, travel and other miscellaneous or incidental expenses will be billed in addition to the amounts shown above in accordance with our enclosed Billing Policy.

**CLIENT TO PROVIDE**

The following is a list of items to be provided to us in order to perform the above Scope of Services:

- Executed Contract
- Project Manager to serve as single point of contact



Karen Chew and Doris Toy  
San Rafael Sanitation District  
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- Access to the site
- Payment of all Government, Agency or other fees

### **ADDITIONAL SERVICES**

CSW|ST2 agrees to perform all of the items listed in the Scope of Services. However the following items are excluded from the Scope of Services of this contract. They may be added at the request of the Owner as a revision to this proposal, or under a future proposal or amendment. Fees for these services will be billed on a time and expense basis, in accordance with our then current Hourly Rates and Billing Policy, with a budget estimate provided or for a fixed fee based upon a defined scope of work. Additional items CSW|ST2 can provide include (but are not limited to):

- Boundary Survey
- Record of Survey
- Legal Descriptions
- Title Research beyond the \$2,400 allowance included in Task 1b above
- Attendance at Public/Neighborhood Meetings beyond the \$12,000 allowance included in Task 5 above
- Construction Staking
- Construction Administration
- Environmental Permitting

### **SCHEDULE**

CSW|ST2 can begin work immediately after receiving the signed work authorizations, the initialed CSW/Stuber-Stroeh Engineering Group, Inc. Terms and Conditions of Agreement and any Client Provided items listed in this contract.

If this proposal is acceptable, please forward your Professional Service Agreement documents to my attention for our review.

If you have any questions or wish to modify the Scope of Services, please call/email me.

CSW|ST2 provides services for a variety of agencies and clientele in this vicinity. To our knowledge, none present a conflict of interest to our serving on this project team. If you have specific concerns, please call and I will provide any additionally required information.

Karen Chew and Doris Toy  
San Rafael Sanitation District  
April 25, 2018  
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Thank you for considering CSW|ST2 to assist you in the development of your project. We look forward to working with you and your team.

Sincerely,

CSW/STUBER-STROEH ENGINEERING GROUP, INC.



Al Cornwell  
R.C.E. #27577



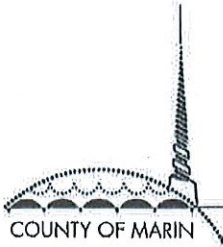
Rich Souza  
R.C.E. #67892

AGC:keh  
Enclosures





8.a.



OFFICE OF THE  
COUNTY COUNSEL

April 27, 2018

Brian E. Washington  
COUNTY COUNSEL

Jack F. Govi  
ASSISTANT COUNTY COUNSEL

Renee Giacomini Brewer  
CHIEF DEPUTY COUNTY COUNSEL

Mari-Ann G. Rivers  
Patrick M. K. Richardson  
Stephen R. Raab  
Steven M. Perl  
Brian C. Case  
Jenna J. Brady  
Valorie R. Boughey  
Kerry L. Gerchow  
Tarisha K. Bal  
Ayriel A. Bland  
Deidre K. Smith  
Newton F. Oldfather  
Brandon W. Halter

DEPUTIES

Jeanine Michaels  
ADMINISTRATIVE ASSISTANT

Morin County Civic Center  
3501 Civic Center Drive Suite  
275  
San Rafael, CA 94903  
415 473 6117 T  
415 473 3796 F  
415 473 2226 TTY  
www.marincounty.org/cl

Board of Directors  
San Rafael Sanitation District  
P.O. Box 151560  
San Rafael, CA 94915-1560

**Re: Closed Session – Anticipated Litigation – Two Cases**

Dear Directors,

I request that you conduct two closed sessions during your special meeting on **April 30, 2018**, to discuss the following matters: (1) significant exposure to litigation pursuant to California Government Code §54956.9(d)(2). In my opinion, public discussion of this matter would prejudice your position.

The specific reasons and the legal authority for the closed sessions are:

Government Code Section 54956.9(d)(2). A legislative body of a local agency may hold closed sessions with the local agency's designated representatives when a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

It should be noted that Government Code Section 54954.5 requires the Board to post a Closed Session item on the Board Agenda. With respect to the above referenced matters, you should include the number of potential cases (estimated at two at this juncture) and the fact that the Board will be meeting with counsel regarding the anticipated litigation. Please note that disclosure of the facts of these matters may, in my opinion, prejudice the District.

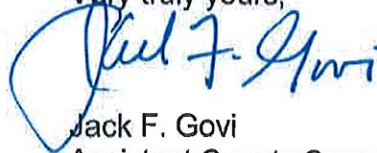
I suggest that the Agenda read:

**CONFERENCE WITH LEGAL COUNSEL  
California Government Code**

**Section 54956.9(d)(2)**  
**Number of Potential Cases: Two (2)**

Should you have any further questions, please do not  
hesitate to contact me.

Very truly yours,



Jack F. Govi  
Assistant County Counsel