



Central Marin Sanitation Agency

COMMISSION REGULAR MEETING AGENDA

Tuesday, July 9, 2019

at the Agency Office

7:00 p.m.

Members of the public may directly address the Board on any item appearing on the Agenda. They may address the Board when the item is called by the Board Chair and he/she indicates it is the time for the public to speak to the agenda item. Audio and video recordings will be made of this meeting and will be posted to the Agency website.

1. **7:00 p.m.: Call Meeting to Order/Pledge of Allegiance**

2. **Roll Call**

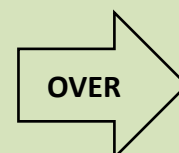
3. **Open Period for Public Participation**

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

4. **Consent Calendar**

Matters listed under this item are considered routine and will be enacted by one motion. The consent calendar may include resolutions; therefore, the motion, second, and vote will also be applicable to the resolution and recorded accordingly. There will be no separate discussion of these items unless requested by a member of the Board or the public prior to the time the Board votes on the motion to adopt.

- a) Minutes—Regular Board Meeting—June 11, 2019
- b) Treasurer's Report—Operating Account—June 2019
- c) Schedule of Investments and its Capital Reserve Summary—June 2019
- d) NPDES, Process, and Maintenance Report—June 2019
- e) Performance Metric Report—June 2019
- f) CASA 2019 Annual Conference
- g) Cogeneration System Installation Project – CEQA Notice of Exemption Filing



5. **FY20 Commission Officer, Committee, and NBWA Board Appointments**
Recommendation: Nominate and select commissioners for the Commission Chair, Vice Chair, and Secretary offices, and appoint commissioners to the standing Finance Committee and NBWA Board of Directors.
6. **Asset Management Program Evaluation Presentation**
Recommendation: Informational, provide comments and/or direction to the General Manager, as appropriate.
7. **Proposed FY 20 Agency Business Plan**
Recommendation: Approve the FY20 Agency Business Plan, and provide comments and/or direction to the General Manager, as appropriate.
8. **Tyler Technologies Financial System Software Procurement**
Recommendation: Approve the contract with Tyler Technologies for the purchase of new financial system software, and provide comments and/or direction to the General Manager, as appropriate.
9. **Draft License Agreement with Marin Airporter**
Recommendation: Approve the License Agreement with Marin Airporter, as presented or with revisions, and authorize the General Manager to sign it.
10. **New Cogeneration System Prepurchase Evaluation Criteria**
Recommendation: Review and accept the proposed evaluation criteria for the prepurchase of the new cogeneration system.
11. **Primary Sludge Management Evaluation with the Sausalito Marin City Sanitary District**
Recommendation: Authorize staff to evaluate CMSA receiving primary sludge from the Sausalito Marin City Sanitary District, and if feasible and viable for both agencies, to prepare a draft service agreement.
12. **July Informational Items**
Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.
13. **North Bay Watershed Association (NBWA) Report***
14. **Oral Reports by Commissioners/General Manager***
15. **Next Scheduled Meeting**
Tuesday, September 10, 2019 at 7:00 p.m. at the Agency office.
Note: The regular August Board meeting has been cancelled.

*Information not furnished with Agenda

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



Central Marin Sanitation Agency

**COMMISSION REGULAR MEETING MINUTES
Tuesday, June 11, 2018
at the Agency Office**

1. Call Meeting to Order/Pledge of Allegiance

Chair DiGiovanni called the meeting to order at 7:00 p.m. A quorum was present.

2. Roll Call

00:00:25

Present: Chair Dean DiGiovanni; Vice-Chair Michael Boorstein;
Commissioners Eli Beckman, Maribeth Bushey, and Doug Kelly;
Alternate Commissioner Dan Hillmer

Note: Commissioner Bushey arrived at 7:19 p.m., during the discussion of item #6.

Absent: None

Staff present: Jason Dow, General Manager; Kate Brouillet, Recording Secretary

Public present: None

3. Open Period for Public Participation

00:00:40

There were no members of the public present.

4. Consent Calendar

00:00:48

- a) Minutes—Regular Board Meeting—May 14, 2019
- b) Treasurer’s Report—Operating Account—May 2019
- c) Schedule of Investments and its Capital Reserve Summary—May 2019
- d) NPDES, Process, and Maintenance Report—May 2019
- e) Performance Metric Report—May 2019
- f) Liquid Emulsion Polymer Supply Contract—CMSA Contract No. 19-33
- g) Compensation Adjustment for Operations and Maintenance Classifications
- h) Fiscal Year 2019-20 Schedule of Base Salaries by Job Classification
- i) Worker’s Compensation Insurance for Volunteers
- j) FY 19 Business Plan Year-End Report

GM Dow asked to pull item #4b, Treasurer’s Report, and noted two minor editorial corrections on the accounting disbursement register: on check number 18444 to Team Ghilotti and check number 18445 to Top Line Engineers, remove “Prof Svcs” in

the description; and on page 3, the description for the ACH stipend payment to Tom Gaffney should be changed from “Board meeting” to “Finance Committee meeting.”

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Boorstein moved to approve the Consent Calendar items 4a-4j, with the corrections noted to item #4b; second, Commissioner Hillmer.

Ayes: BECKMAN, BOORSTEIN, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

5. Proposed Budget for Fiscal Years 2020 & 2021

00:02:03

GM Dow stated that staff presented the draft Proposed Budget for FY20 & FY21 to the Board at the May 14, 2019 meeting, and the Board suggested a few editorial revisions, and directed staff to prepare the Government Finance Officers Association (GFOA) version of the final Proposed Budget and bring it to the June meeting for review and consideration of adoption. GM Dow said the Agency’s Proposed FY 20 & 21 Budgets are balanced, and nearly all revenue and operating expense accounts did not change during development of the GFOA version. He said that a notable change in the operating budget is an increase in several salary and benefit accounts to reflect the 2.5% salary increase for SEIU represented operations and maintenance classifications based on the March 2019 compensation survey results, totaling \$53,926. He said that there were also several minor adjustments to a few operating accounts in both fiscal years. He said that in the capital budget, due to the damage of the existing cogeneration system, funds for the \$400,000 off-site overhaul have been moved from FY21 to FY20 for the anticipated repair expenses; and the cogeneration design fee was adjusted slightly. He said that the 10-year financial forecast was updated to reflect the new CalPERS actuarial valuation report on the Agency’s unfunded pension liability, which is projected to save \$1.3M over the ten-year period.

GM Dow said that the final budget document will include the OPEB funding plan; original Board member appointment dates; financial policy manual; an increase of 4.5% for the polymer contract; and recommends the addition of \$100K in FY20 for energy procurement costs due to the recent cogeneration engine failure.

The Board asked various questions regarding funding sources for the additional energy procurement costs, the effect on the budget of the cogeneration engine failure, and funding of the capital program in year five and beyond.

GM Dow responded to the Board’s questions, and said that the cogeneration failure was a significant event, but has been accounted for in the budget. He said that debt

issuance is planned for FY21 and FY23, and the CIP and the forecast are updated with each budget.

Chair DiGiovanni said that he recommends adding a last bullet on page 8, *Major Agency Objectives*, that reads: "Upgrade and replace capital assets for reliability and long-term facility operations, to minimize costs to our customers"; and add a new last sentence to the final paragraph on page 8: "The Agency currently plans to issue additional debt in FY21 to fund the replacement and upgrades of significant capital assets, as well as to increase the reliability of its power delivery system." Chair DiGiovanni said that he would also like to include such text in any other areas that discuss debt issuance.

GM Dow said that he would direct staff to include the additional language in the final budget document.

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Hillmer moved to adopt the Agency's Proposed FY20 & FY21 Budget with the additions and revisions to the final document as noted, and with minor edits or modifications as appropriate; second, Commissioner Kelly.

Ayes: BECKMAN, BOORSTEIN, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

6. Cogeneration System Installation Project - Final Design

00:17:15

GM Dow said that staff has negotiated the final design scope of work, schedule, and fee with Carollo Engineers for the Cogeneration System Installation Project, which includes preparing the equipment prepurchase contract for a new cogeneration system. He said that Carollo's proposed final design budget for the project is \$570,266, and if approved, is scheduled to kick off on June 12. He said that the project timeline has been accelerated with a recommendation for the engine purchase scheduled for October and 100% design documents scheduled to be completed by the end of the year.

The Board briefly discussed the item, and asked a few questions regarding the project scope and potential amendments.

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Boorstein moved to approve the Professional Services Agreement with Carollo Engineers to prepare the final design contract documents for the Cogeneration System Installation Project, and authorize the General Manager to sign it; second, Commissioner Hillmer.

Ayes: BECKMAN, BOORSTEIN, BUSHEY, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

7. Cogeneration System Capacity Selection **00:24:19**

GM Dow said that Carollo Engineers is ready to begin the development of the cogeneration system prepurchase specifications, and has requested the Agency select the system size for the prepurchase contract.

GM Dow said that staff has considered various factors associated with the multiple engine size options, and staff recommends procurement of either the 1,065kW or 1,100 kW system de-rated to slightly below 1,000 kW. He referred to the chart on page two of the staff report and described the various options.

The Board discussed the options, and asked questions regarding engine sizes and costs, power purchase price estimates, potential maximum annual revenue, engine de-rating, possible future scenarios, and CMSA energy production during a disaster.

GM Dow responded to the Board's questions and said that the project could take up to 18 months, and the staff recommendation for the engine purchase would be brought to the Board for consideration of approval in the fall.

The Board concurred that the de-rated 1,065 kW option was the best choice.

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Bushey moved to authorize the General Manager to purchase the de-rated 1,065 kW capacity for the new cogeneration engine for the Cogeneration System Installation Project; second, Commissioner Hillmer.

Ayes: BECKMAN, BOORSTEIN, BUSHEY, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

8. Waukesha Cogeneration Engine Failure **00:51:29**

GM Dow reported that on Friday, May 31 the Agency's 750 kW Waukesha cogeneration engine suffered a catastrophic mechanical failure that damaged numerous internal components and cracked the engine block in several locations.

He brought the Board's attention to the damaged engine components that were displayed in the Board room and the photos in the staff memo, and described the engine failure. He said that staff researched and identified two viable alternatives to restore the operation of the cogeneration system: rebuild the engine or purchase a used engine.

GM Dow referred to his spreadsheet handout that provided information on several options for the two alternatives, including available material and equipment, engine start-up and rigging, electricity purchase costs, shipping and delivery, and warranties. He said that staff recommends either option #5 or option #6.

The Board reviewed the spreadsheet and discussed the eight options, and asked various questions regarding experience with the vendors, location and shipping of the engine, engine age and lifespan, testing the equipment before purchase, energy purchase costs, and procurement of a fully-rebuilt engine vs. a short block that would be assembled with the existing engine.

The Board concurred that option #5 was the best choice, and directed staff to discuss with the seller the possibility of an extended warranty and expediting the timeframe as much as possible.

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Bushey moved to authorize the General Manager to procure a used engine from Kraft Power and have a complete overhaul performed (option #5), and obtain an expedited schedule, and an extension of the coverage of the warranty beyond workmanship, as well as the duration of the warranty, if that can be procured for a reasonable price; second, Commissioner Kelly.

Ayes: BECKMAN, BOORSTEIN, BUSHEY, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

9. San Quentin State Prison Wastewater Service Agreement Amendment 01:18:00

GM Dow stated that CMSA and the California Department of Corrections and Rehabilitation (CDCR) have a Wastewater Service Agreement for San Quentin State Prison that expires on June 30, 2019. He said that CDCR and CMSA staff have revised and updated the Agreement, with the most significant change being CMSA cleaning the pump station's bar racks. He said that CDCR and San Quentin staff have accepted the Agreement revisions, the Board accepted the proposed revisions and conditionally approved the draft Agreement at the March 2019 meeting, and it is currently awaiting review by the CDCR's Office of Business Services (OBS). GM Dow said that CDCR recently informed staff that their OBS will need several months or longer to review and process the draft Agreement. He said that while the new

Agreement is in the OBS queue, CDCR proposed preparing and executing an Amendment to the existing Agreement for a 12-month term extension. He said that the Amendment includes the current Exhibit A – *Scope of Work*, with updated dates and CDCR contract information, and a new Exhibit B – *Budget Details and Payment Provisions* that provides \$1.59 million for wastewater treatment, capital debt service, and pump station operation and maintenance. He said that staff recommends approving the Amendment to the San Quentin State Prison Wastewater Service Agreement, and providing direction on whether to move ahead with the recruitment for three new employees to clean the bar racks.

The Board discussed the Amendment and asked a few questions about the new employment agreement contracts.

GM Dow responded to the Board's questions, and said that the new employees will be represented temporary regular employees with benefits, and the employment agreements will be tied to the term of the San Quentin Prison Wastewater Service Agreement.

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Hillmer moved to approve the Amendment to the San Quentin State Prison Wastewater Service Contract Agreement, and direct the General Manager to begin the recruitment for three new employees; second, Commissioner Kelly.

Ayes: BECKMAN, BOORSTEIN, BUSHEY, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

10. Cancel August Board Meeting

01:25:07

Chair DiGiovanni said that staff recommends canceling the August 13, 2019 regular Board meeting.

There was no discussion by the Board.

Comments from the Public:

There were no members of the public present.

ACTION: Commissioner Hillmer moved to cancel the August 13 regular Board meeting; second, Commissioner Bushey.

Ayes: BECKMAN, BOORSTEIN, BUSHEY, DIGIOVANNI, HILLMER, KELLY

Nos: NONE

Abstentions: NONE

11. Retired Annuitant Employment Agreement

01:25:35

GM Dow said that long time Electrical/Instrumentation Supervisor Kit Groves retired on June 30, 2018 and the Agency recently hired an E/I Technician to fill the vacancy after two unsuccessful recruitments. He said that Mr. Groves has expressed a desire to perform part-time work for the Agency in retirement, and staff believes this is a good opportunity to utilize his institutional knowledge and exceptional skills that were developed over 32 years of experience working at the Agency. He said that staff worked with the Agency's employment law attorney, Wiley Price Radulovich, to prepare the retired annuitant employment agreement that complies with CalPERS rules. He said that Mr. Groves will be paid an hourly rate that is commensurate with his rate at retirement, adjusted by the FY19 and FY20 cost-of-living adjustments, and he will not receive Agency benefits.

The Board agreed on the positive impacts of hiring of retired annuitants, and Commissioner Bushey stated that it is a win-win for the Agency and the retirees.

This item was informational, and no action was taken by the Board.

12. June Informational Items

01:29:45

Chair DiGiovanni commented on item #B, the Tattersall appraisal agreement letter, and said that the Board's ad hoc property committee toured the hillside, and started the process to obtain a property appraisal. He said that the request by Marin Airporter to lease space on Agency property initiated this effort.

Commissioner Kelly described the committee's initial tour of the Andersen Hillside property, and said that the property is wooded, very steep with a few level places near the top, and access is problematic. He said that he thinks development potential would be limited.

The Board briefly discussed the item, including zoning, property development potential, and odor concerns, and asked if Marin Airporter had agreed to pay for the appraisal.

GM Dow confirmed that Marin Airporter had agreed to pay for the appraisal.

This item was informational, and no action was taken by the Board.

13. North Bay Watershed Association (NBWA) Report

01:35:16

Vice-Chair Boorstein reported that he attended the June 7 NBWA Board meeting, where Paul Kehoe of the SFPUC gave a presentation, *Overview of One Water Concept*, which described the integration of the San Francisco water, power, and wastewater divisions. He said a second presentation was given by Grant Davis of SCWA and Damon Connolly of Marin Co. Information, *WRDA 2020 Opportunity*, which covered restoration of regional waterways.

14. Oral Reports by Commissioners/General Manager

01:40:40

GM Dow referred to his handout and reported:

- Received an invitation to speak at the Water Environment Federation Technology Conference in Chicago on September 16; will present the Agency's organic waste and power generation programs.
- Three interns are starting work this summer with the engineering group and in the laboratory.
- SB332 (Herzberg): Ocean discharge reduction bill was placed in the Senate Appropriation Committee's "Suspense File" and is dead for the year.
- AB1672 (Bloom): Flushable wipes bill was held over in the Appropriations Committee and will be amended and reconsidered in January.

Commissioner Boorstein reported that during the recent NBA Playoff TV broadcasts, RVSD ran two local public service messages regarding FOG and flushable wipes.

15. Next Scheduled Meeting

01:43:32

Tuesday, July 9, 2019 at 7:00 p.m. at the Agency office.

Chair DiGiovanni adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Kate Brouillet, Recording Secretary

Eli Beckman, Secretary

**Central Marin Sanitation Agency
Treasurer's Report - Operating Account
For the Month of June 2019**

I. Accounts Summary: Bank & Investment AccountsSummary of Bank & Money Market Accounts

Westamerica Bank - Account Activity shown below	\$ 268,465.30
Local Agency Investment Fund (LAIF) - Refer to Schedule of Investments	16,493,416.07
California Asset Management Program (CAMP) - Refer to Schedule of Investments	374,325.67
Total Bank & Investment Accounts: Ending Balance on June 30, 2019	<u>\$ 17,136,207.04</u>

II. Account Activity for Westamerica Bank


Beginning Balance on June 1, 2019 441,552.22


Cash Receipts (Deposits into Westamerica):

Transfers from LAIF	850,000.00
Capacity Charges: SRSD - FY19: 9 Residential Connections	54,848.52
Permit and Inspection Fees	370.00
LGVSD - Pollution Prevention & FOG (FY19 3Q: January-March)	5,078.72
SRSD - FOG Program (FY19 3Q: January-March)	4,764.57
Revenue from Haulers & RVs	13,980.98
Revenue from Organic Waste Programs	8,196.48
SD 2 Operations & Maintenance Contract (FY19: April)	28,065.31
SQSP Wastewater Services Contract (FY19: May)	84,680.67
SQ Village Operations & Maintenance Contract (FY19: April)	1,717.23
Interest Income: CalCARD Incentive Payment	364.68
Misc Revenue: Navia Flex 125 Plan Forfeitures	0.66
COBRA Health Benefit Payments from separated employees/retirees	89.44
Miscellaneous Reimbursements: IDEXX refund overpayment	2,878.41
Void checks #18524-18530, 18591	555.04
Total Cash Receipts	<u>\$ 1,055,590.71</u>

Cash Disbursements (Withdrawals from WestAmerica):

June 2019 Operating account disbursements register (see attached)	\$818,391.77
Regular Payroll paid 06/07/19	144,541.42
Regular Payroll paid 06/21/19	139,060.12
Transfers to EFTPS Federal Payroll Taxes (06/05, 06/12, 06/26)	83,091.19
Bank Fee	63.13
Total Cash Disbursements	<u>\$1,228,677.63</u>
Ending Balance on June 30, 2019	<u>\$ 268,465.30</u>

Prepared by: 
Kenneth Spray, Administrative Services Manager

Reviewed by: 
Jason Dow, General Manager

Central Marin Sanitation Agency
 Operating Account Disbursements Register
 For the Month of June 2019

Check Number	Date	Vendor/Payee	Amount	Description
18523				Last check # from prior month's register
18524-18526		VOID		
18527	6/3/2019	Flyers Energy LLC	2,878.41	Engine oil
18528	6/3/2019	Phillip Frye	224.41	Reimbursement for retiree health benefits by check
18529	6/3/2019	James L. Johnson	187.74	Reimbursement for retiree health benefits by check
18530	6/3/2019	Byron Jones	142.89	Reimbursement for retiree health benefits by check
18531	6/7/2019	California State Disbursement	250.50	EE Garnishment, PPE 06/01/2019 (Note A)
18532	6/7/2019	ICMA Retirement Trust-457	3,042.00	Deferred compensation contributions, PPE 06/01/2019 (Note A)
18533	6/7/2019	Navia Benefit Solutions	969.01	Flexible spending account, PPE 06/01/2019
18534	6/7/2019	SEIU Local 1021	1,093.87	Union dues, PPE 06/01/2019
18535	6/7/2019	Alliant Insurance Services	1,425.00	Government Crime Program policy, annual premium
18536	6/7/2019	Katherine Brouillet	63.23	Employee expense reimb: Meeting supplies
18537	6/7/2019	Carbon Activated Corporation	19,900.00	FY19 Hydrogen Sulfide Scrubber Media Replacement and Disposal
18538	6/7/2019	Tony Drady	100.60	Employee expense reimb: Mileage to pre-employment physical & DMV fee
18539	6/7/2019	Dublin San Ramon	732.00	Participation fee for BACC bids for five chemicals
18540	6/7/2019	Environmental Water	210.22	Oil for biogas compressors
18541	6/7/2019	Evoqua Water Tech LLC	9,954.87	Hydrogen peroxide (1 delivery)
18542	6/7/2019	Foster Flow Control	1,386.81	Mounting kit for Rotork actuator
18543	6/7/2019	GHD Inc	25,484.00	Prof Svcs: Asset Management Program Evaluation, April 2019 (1 invoice); SQPS FY19 CIP - Design of Electrical, Instrumentation, and Mechanical Improvements, May 2019 (1 invoice) Note B
18544	6/7/2019	Grainger	716.99	Switches, conduit, oxygen, tubing, and label tape (4 invoices)
18545	6/7/2019	Harrington Industrial Plastics	560.93	PVC piping for Digester Pilot Study
18546	6/7/2019	Kaman Industrial Technologies	4,021.72	Bearing heater
18547	6/7/2019	Marin Color Service	342.44	Paint and painting supplies (2 invoices)
18548	6/7/2019	Marin Resource Recovery Center	48.00	Debris box service
18549	6/7/2019	OSOS Drones	567.00	Aerial photography of Agency facility
18550	6/7/2019	Ricoh USA Inc	259.35	Lab printer/copier lease, 05/09-06/08/2019
18551	6/7/2019	Safety-kleen Systems, Inc	562.80	Hazardous waste disposal (2 invoices)
18552	6/7/2019	Synagro West, Inc.	2,300.55	Biosolids land application fee, April 2019
18553	6/7/2019	Toyota Material Handling	312.85	Brakes for Agency vehicle
18554	6/7/2019	Univar USA Inc	15,904.32	Sodium hypochlorite (3 deliveries), sodium bisulfite (1 delivery)
18555	6/7/2019	Valley Power Systems-North	3,354.54	Cogeneration engine spare parts (3 invoices)
18556	6/7/2019	Wells Fargo Vendor	374.13	Maintenance printer/copier lease, 05/13-06/12/2019
18557	6/7/2019	Teledyne Instruments Inc	464.00	Pump tubing for laboratory
18558	6/13/2019	Alpha Analytical Lab Inc.	395.00	Source control monitoring
18559	6/13/2019	Amazing Solutions, Inc.	975.00	Finance software support, May 2019
18560	6/13/2019	Aramark Uniform Services	1,133.75	Uniform service, May 2019
18561	6/13/2019	Comcast	193.38	Internet service, June 2019
18562	6/13/2019	Dee Consultants LLC	10,875.00	Prof Svcs: Construction Management Support, 04/01-05/31/2019
18563	6/13/2019	Environmental Express Inc.	818.18	Filters for TSS laboratory analyses (2 invoices)
18564	6/13/2019	Fisher Scientific	1,569.85	Laboratory filters, buffers, chemicals, and vials, May 2019 (9 invoices)
18565	6/13/2019	Hach Company	10,883.66	Digital pH sensor, pH controller module, chlorine analyzer, volatile acids, nitrate solution, and vials (7 invoices)
18566	6/13/2019	Hagel Supply Co.	213.42	Utility supplies, May 2019
18567	6/13/2019	Hines/Signs	600.88	"No Trespassing" signs for facility
18568	6/13/2019	IDEXX Distribution Inc	262.30	Quanti-trays for bacterial measurements
18569	6/13/2019	IEDA, Inc.	809.00	Labor relations consulting, June 2019
18570	6/13/2019	Koff & Associates, Inc.	3,750.00	Prof Svcs: ESA and OIT recruitments, Phase I
18571	6/13/2019	Lamotte Co.	432.58	Sulfide test solution, February & April 2019 (2 invoices)
18572	6/13/2019	Lystek International LTD	11,257.48	Biosolids beneficial reuse fee, May 2019
18573	6/13/2019	Marin Office Supply	685.98	Office supplies, May 2019
18574	6/13/2019	Navia Benefit Solutions	51.10	Monthly fee

Central Marin Sanitation Agency
Operating Account Disbursements Register
For the Month of June 2019

18575	6/13/2019	Peterson	2,797.71	Cogeneration Engine Upper End Maintenance Project, emissions test
18576	6/13/2019	Powerstride Battery Co Inc	2,028.27	Cart batteries
18577	6/13/2019	Ryan Herco Flow Solutions	349.17	Bioassay supplies
18578	6/13/2019	Ricoh USA Inc	317.99	Admin printer/copier lease, 05/23-06/22/2019
18579	6/13/2019	Rock Steady Juggling	1,500.00	Pub Ed Program: Outreach at three schools (Note B)
18580	6/13/2019	S&S Trucking	9,595.29	Biosolids hauling fee, May 2019
18581	6/13/2019	Calmat Co./Shamrock Materials	275.15	Propane
18582	6/13/2019	Univar USA Inc	17,662.94	Sodium hypochlorite (2 deliveries), sodium bisulfite (2 deliveries)
18583	6/13/2019	VWR International	56.35	Iodine for laboratory
18584	6/13/2019	Waste Management	6,330.89	Redwood Landfill biosolids reuse fee, May 2019
18585	6/14/2019	Centrisys	8,949.51	Centrifuge repairs
18586	6/14/2019	Chromalox	6,114.12	Tank heaters for digester pilot study
18587	6/14/2019	San Rafael Sanitation District	2,434.99	Reimbursement for FY14-FY17 regional service charges for 2 dwelling units
18588	6/14/2019	P.G.& E.	43,941.69	Electricity service, 02/14-05/15/2019 (2 invoices)
18589	6/17/2019	California Department of	1,638.10	Custom import tax for diesel air compressor (Canada)
18590	6/18/2019	Atmospheric Analysis	1,650.00	Organic Waste Receiving Facility and digester gas sampling
18591		Void	-	
18592	6/18/2019	Amazon	5,804.38	Network equipment replenishment; Organic Waste Receiving Facility redundant flow meter
18593	6/18/2019	AT&T Dataplan	405.86	Fax and emergency phone service, 05/02-06/01/2019
18594	6/18/2019	Automation Direct Co., Inc.	1,858.21	Spare modules for Waukesha PLC
18595	6/18/2019	Bay Power LLC	2,343.00	Cogeneration engine failure consulting fee
18596	6/18/2019	Carollo Engineers, Inc.	7,054.76	Prof Svcs: Cogeneration System Predesign Evaluation Project, May 2019
18597	6/18/2019	Marin Independent Journal	392.95	Subscription renewal (26 weeks)
18598	6/18/2019	Marin Sanitary Service	6,754.77	Rag bin, compost, and dirt box services, May 2019 (3 invoices)
18599	6/18/2019	Marin Resource Recovery Center	48.00	Debris box service
18600	6/18/2019	National Safety Council	425.00	Annual membership fee, Safety Officer
18601	6/18/2019	Nicola Franceschine	1,500.00	Prof Svcs: FY 19 GASB 75 disclosure
18602	6/18/2019	P.G.& E.	130.72	Electricity service for peroxide station, 04/22-05/20/2019
18603	6/18/2019	RM Automation Inc	455.33	Electrical supplies
18604	6/18/2019	Roy's Sewer Service, Inc.	11,237.50	Quarterly cleaning of Organic Waste Receiving Facility (1 invoice); SD2 PS Maint: Annual wet well cleaning (1 invoice) (Note B)
18605	6/18/2019	The Cary Company	301.99	Sample bottles for laboratory
18606	6/18/2019	CAL-CARD	8,519.27	State of California Purchase Card, April-May 2019
18607	6/21/2019	California Public Employee	3,590.24	Contribution to Retiree Health Benefits Trust Fund, June 2019 (Note C)
18608	6/21/2019	California State Disbursement	250.50	EE Garnishment, PPE 06/15/2019 (Note A)
18609	6/21/2019	ICMA Retirement Trust-457	3,042.00	Deferred compensation contributions, PPE 06/15/2019 (Note A)
18610	6/21/2019	Navia Benefit Solutions	969.01	Flexible spending account, PPE 06/15/2019
18611	6/21/2019	SEIU Local 1021	1,054.85	Union dues, PPE 06/15/2019
18612	6/6/2019	TEC Associates Inc	2,256.57	Replacement sensor and transmitter
18613	6/21/2019	CWEA TCP	92.00	Mechanical Technician certification renewal (1 employee)
18614	6/21/2019	Dealers Industrial Equipment	1,893.82	Critical spare VFDs (2 invoices)
18615	6/21/2019	Thomas Hansen	1,000.00	Employee expenses eligible for Agency dental reimbursement
18616	6/21/2019	Instrumart	599.51	Supplies for process control
18617	6/21/2019	McMaster-Carr Supply Co.	3,373.81	Tubing, roller chains, shelving, and misc. parts and supplies, May 2019 (14 invoices); SD2 PS Maint: Misc. parts and supplies (1 invoice) Note B
18618	6/21/2019	Water Components & Bldg. Supp.	553.42	Hoses, camlocks, flanges, and misc. parts, May 2019 (5 invoices)
18619	6/27/2019	Airgas USA, LLC	167.49	Nitrogen gas tank refill
18620	6/27/2019	California Department of	1,465.88	Sales tax for metering system
18621	6/27/2019	Evoqua Water Tech LLC	9,743.38	Hydrogen peroxide (1 delivery)
18622	6/27/2019	Fastenal Company	2,533.46	Six-month supply of air handler filters
18623	6/27/2019	GHD Inc	13,157.00	SQPS FY 19 CIP - Design of Electrical, Instrumentation, and Mechanical Improvements, June 2019
18624	6/27/2019	The Lab Depot	1,217.99	Digital motor and supplies for process control (2 invoices)
18625	6/27/2019	Heidi Lang	393.00	Employee expenses eligible for Agency dental reimbursement

Central Marin Sanitation Agency
 Operating Account Disbursements Register
 For the Month of June 2019

18626	6/27/2019	Manco	4,735.26	Digital chart recorder for Final Effluent Vault
18627	6/27/2019	Marin Resource Recovery Center	40.00	Yard waste service
18628	6/27/2019	Miller Pacific	2,783.50	Prof Svcs: Landslide Geotechnical Investigation and Design Services, January - June, 2019
18629	6/27/2019	Marin Municipal Water District	1,561.81	Water service, 04/11-06/10/2019 (4 invoices)
18630	6/27/2019	RMC	184.29	Maintenance printer/copier lease, 03/17-06/16/2019
18631	6/27/2019	Team Ghilotti	10,498.10	Pavement Maintenance Project, final payment
18632	6/27/2019	Univar USA Inc	3,422.40	Sodium hypochlorite (1 delivery)
18633	6/27/2019	Fastenal Company	751.52	Maintenance vending machine supply replenishment
18634	6/27/2019	P.G.& E.	26,858.41	Electricity service, 05/15-06/16/19 (3 invoices)

Payments by Automatic Clearing House:

6/4/2019	Payments to 25 retirees	6,993.96	Reimbursement for retiree health benefits
6/4/2019	CalPERS Medical ins	64,788.90	Medical insurance, June 2019
6/11/2019	CalPERS	36,906.11	Retirement pension contribution: Agency and employees, PPE 06/01/2019 (Note C)
6/21/2019	CalPERS	36,020.55	Retirement pension contribution: Agency and employees, PPE 06/15/2019 (Note C)
6/24/2019	CalPERS	2,373.50	PEPRA and Classics employees' survivor benefit, FY19
6/5/2019	Delta Dental	7,751.73	Dental insurance, June 2019
6/5/2019	Lincoln Life Ins	2,187.53	Life insurance, June 2019
6/5/2019	Vision Service Plan -(CA)	911.72	Vision insurance, June 2019
6/4/2019	EDD	6,112.87	State & SDI Taxes, last check for 2 employees
6/11/2019	EDD	13,019.28	State & SDI Taxes, PPE 06/01/2019
6/24/2019	EDD	12,138.33	State & SDI Taxes, PPE 06/15/2019
6/11/2019	NRS/PEHP-3 and Z	9,225.10	Deferred compensation and MARA contribution, PPE 06/01/2019
6/24/2019	NRS/PEHP-3 and Z	9,225.10	Deferred compensation and MARA contribution, PPE 06/15/2019
6/4/2019	Dean DiGiovanni	225.00	Stipend for 05/29/2019 Ad Hoc committee meeting
6/4/2019	Doug Kelly	225.00	Stipend for 05/29/2019 Ad Hoc committee meeting
6/14/2019	Michael Owen Boorstein	450.00	Stipend for 06/11/2019 Board meeting & 06/07/2019 NBW Board meeting
6/14/2019	Eli Beckman	225.00	Stipend for 06/11/2019 Board meeting
6/14/2019	Maribeth Bushey	225.00	Stipend for 06/11/2019 Board meeting
6/14/2019	Dean DiGiovanni	225.00	Stipend for 06/11/2019 Board meeting
6/14/2019	Dan Hillmer	225.00	Stipend for 06/11/2019 Board meeting
6/14/2019	Doug Kelly	225.00	Stipend for 06/11/2019 Board meeting
6/12/2019	Black & Veatch	14,557.22	Prof Svcs: Peer Review of Cogeneration System Predesign, May 2019
6/12/2019	US Bank	2,535.00	Revenue Bonds, Series 2015 Administration Fee
6/26/2019	Wells Fargo	5,000.00	Administrative fee for PG&E escrow account, 05/25/2019-05/24/2020
6/28/2019	CF Construction	192,815.00	Andersen Drive Landslide Repairs, invoice #1

Grand Total **818,391.77**

Notes:

- A: Not an Agency Expense. Expense funded through Payroll deduction.
- B: Not an Agency Expense. CMSA will be reimbursed for this expense.
- C: CMSA is partially reimbursed for this expense per Employee Labor Agreements.

**CENTRAL MARIN SANITATION AGENCY
SCHEDULE OF INVESTMENTS
As of the Month Ended June 30, 2019**

Description	Book Value	Market Value (1)	% Portfolio	Projected Year End
I. Pooled Investments with California Asset Management Program (CAMP)				
Money Market Funds (< 1 year in maturity)				
CAMP Cash Reserve Pool: 2.48% at 6/30/19				
b1. Operating Reserve (Unrestricted) (2)	\$ 24,325.67	\$ 24,325.67		Sum b1. Below
b2. Emergency Reserve (Unrestricted)	250,000.00	250,000.00		\$ 250,000
b3. Insurance Reserve (Unrestricted)	100,000.00	100,000.00		\$ 100,000
Total with CAMP	\$ 374,325.67	\$ 374,325.67	2.2%	
II. Pooled Investments with Local Agency Investment Fund (LAIF)				
Money Market Funds (< 1 year in maturity)				
Local Agency Investment Fund (LAIF): 2.449% at 5/31/19				
a1. Current Operating Fund	\$ 3,309,819.74	\$ 3,309,819.74		
b1. Operating Reserve (Unrestricted) (2)	\$ 2,931,174.33	\$ 2,931,174.33		\$ 2,955,500
c1. Capital Reserves (Restricted) (3)	\$ 993,302.00	\$ 993,302.00		\$ 993,301
c2. Capital Reserves (Unrestricted) (4)	\$ 9,259,120.00	\$ 9,259,120.00		\$ 7,258,146
Total with LAIF	\$ 16,493,416.07	\$ 16,493,416.07	97.8%	
TOTAL INVESTMENTS	\$ 16,867,741.74	\$ 16,867,741.74	100.0%	

NOTES:

(1) Market values are per the fiscal agent's respective monthly statements
(2) Operating reserves calculated at 25% operating budget

(3) Includes capacity charges and debt service coverage
(4) Includes capital fee charges

Statement of Compliance

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



Kenneth Spray, CPA
Administrative Services Manager

CENTRAL MARIN SANITATION AGENCY
CAPITAL RESERVES SUMMARY FOR THE SCHEDULE OF INVESTMENTS

Year-to-Date as of the Month Ended June 30, 2019

	Monthly Amounts Received (Used)	YTD Amounts Received (Used)
Restricted Capital Reserves Sources and Uses		
Capacity charges revenue	\$ 54,849	\$ 653,636
Debt coverage collection revenue	-	993,302
	<u>54,849</u>	<u>1,646,938</u>
Total restricted capital reserve funding sources		
Capacity charges usage for capital (1st)	(54,849)	(653,636)
Debt coverage usage for capital (2nd)	-	(990,477)
	<u>(54,849)</u>	<u>(1,644,113)</u>
Total restricted capital reserve uses		
Net change		2,825
Balance - beg of year		<u>990,477</u>
Balance - end of year		<u><u>\$ 993,302</u></u>
Unrestricted Capital Reserves Sources and Uses		
Capital fee revenue	\$ -	\$ 811,260
Unrestricted operating-reserve-transfer-in	-	703,289
SRF/FEMA cost reimb proceeds received	-	402,155
	<u>-</u>	<u>1,916,704</u>
Total unrestricted capital reserve funding sources		
Capital fee usage to fund CIP (3rd)	(229,771)	(523,829)
Unrestricted capital reserve draw (4th)	-	-
	<u>(229,771)</u>	<u>(523,829)</u>
Total unrestricted capital reserve uses		
Net change		1,392,875
Balance - beg of year		<u>7,866,245</u>
Balance - end of year		<u><u>\$ 9,259,120</u></u>
Total capital reserve balances		<u><u>\$ 10,252,422</u></u>
Total approved CIP budget		\$ 2,862,500
Total CIP funded from capital reserve sources		<u>2,167,942</u>
Total approved capital budget remaining		<u><u>\$ 694,558</u></u>



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

Subject: June 2019 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

Recommendation: Accept the June 2019 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

I. NPDES Permit Compliance

Our NPDES permit testing for June showed that the CMSA treatment plant effluent was in compliance with all permit limits. The Monthly Compliance Summary Table shows the results by permitted parameter, the sample's frequency, the sample results, and the permit limit. We successfully passed the June 96-hour flow through bioassay test. CMSA's NPDES permit specifies quarterly monitoring for enterococcus bacteria and for each wet-weather blend event to verify compliance with established effluent limits. The enterococcus geometric mean this past quarter was 1.6 MPN, well below our monthly limit of 35 MPN.

II. Influent Flow

June in central Marin County was marked by periods of fog, wind, and for a few days this past month, periods of high heat. It remained very dry with no precipitation recorded by the Agency's rain gauge. The treatment plant's average daily influent flow was 9.7 MGD.

The CMSA treatment plant and each satellite collection agency's daily average and total monthly influent flows are shown in the table below:

June Monthly Influent Flows	San Rafael (SRSD)	Ross Valley (RVSD)	San Quentin (SQSP)	Corte Madera (SD#2)	CMSA Plant Total
Average Daily (MGD)	3.5 MGD	4.7 MGD	0.47 MGD	1.0 MGD	9.7 MGD
Total for Month (MG)	104.2 MG	141.3 MG	13.9 MG	31.0 MG	290.4 MG
Percent of Flow	36.0 %	49.0 %	4.0 %	11.0 %	100 %

III. Treatment Process

The beginning of this month was spent returning the facility back to a dry weather mode of operation after a late season storm event. Annual preventative maintenance resumed on secondary system process tanks and equipment, and the air diffusers in all four aeration basins were pressure washed, tested for air leaks, and prepared for dry weather use as needed. In preparation for an upcoming primary gates rehabilitation project and a maintenance project to replace the sludge collection main drive assemblies on the five original primary clarifiers, staff placed primaries Nos. 6 and 7 into service. These clarifiers are expected to remain in service for the majority of the dry weather season while the gate rehabilitation project is under construction.

The Mixed Liquor Suspended Solids (MLSS) inventory averaged 1,096 mg/l in June, a very slight decrease in inventory from last month. This aligned with our target biomass concentration range of 1,100 to 1,200 mg/L.

Graph No. 3 shows the coliform most probable number (MPN), which represents the effectiveness of the disinfection process. All fourteen coliform samples collected in June were below our monthly KPI of 30 MPN, and well below our daily permit limit of 10,000 MPN. The total coliform monthly geometric mean for June was 1.5 MPN, well below our permit's monthly limit of 240 MPN.

Graph No. 4 shows the Total Suspended Solids (TSS), which is a good indicator of the effluent quality. The TSS monthly average in June was 3.9 mg/l, which is 26.0% of our Key Performance Indicator (KPI) of 15 mg/l, and is 13.0% of our permit's monthly average limit of 30 mg/l.

IV. Maintenance Activities

The cogeneration system was out of service the entire month of June, a result of the catastrophic failure that occurred on May 31. MCE supplied all of the power required to operate the facilities this past month, as indicated on Graph No. 8.

The majority of June's work activities were spent performing annual process equipment preventative maintenance. In addition, work included replacing the primary tank drain system cleanout access flange; replacing all four tires on the skid steer loader; repairing a leaking water pipe on the Administration Building's HVAC mechanical room; replacing several irrigation sprinkler heads throughout the property by utility staff; and E/I technicians installed and started up heating elements on the pilot digester skid. Maintenance technicians have completed the installation of the first new primary clarifier sludge collection system main drive gearbox and motor, and will continue on this project until the other four units have been replaced.

Attachment:

- June 2019 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report
June 2019



Aeration tank removed from service, and being cleaned and prepared for annual preventative maintenance.

Monthly Compliance Summary Table

Central Marin Sanitation Agency

June, 2019

Final Effluent Monitoring

Parameter	Frequency	Units	Results	Limit
Carbonaceous BOD Highest Weekly Average	Weekly	mg/L	7.3 (a)	Maximum 40
Carbonaceous BOD Monthly Average	Monthly	mg/L	5.7 (a)	Maximum 25
Carbonaceous BOD Monthly Removal Rate	Monthly	%	98.3 (a)	Minimum 85
Total Suspended Solids Highest Weekly Average	Weekly	mg/L	4.1	Maximum 45
Total Suspended Solids Monthly Average	Monthly	mg/L	3.9	Maximum 30
Total Suspended Solids Monthly Removal Rate	Monthly	%	99.1	Minimum 85
Chlorine Residual Instant Limit	Instant	mg/L	ND	Maximum 0.0
Ammonia Monthly Average	Monthly	mg/L	34.9	Maximum 60
Ammonia Maximum Daily	Daily	mg/L	35.3	Maximum 120
pH Lower Limit	Continuous	SU	6.8	Minimum 6
pH Upper Limit	Continuous	SU	7.4	Maximum 9
Bacteriological Analysis				
Total Coliform Monthly Geometric Mean	3 X Week	MPN/100mL	1.5 (a)	Maximum 240
Total Coliform Daily Maximum	3 X Week	MPN/100mL	4.5	Maximum 10,000
Enterococcus Quarterly Geometric Mean	Quarterly	MPN/100mL	1.6	Maximum 35
Flow Through Bioassay				
Acute Toxicity 11 Sample 90th Percentile	Monthly	% survival	100	Minimum 70
Acute Toxicity 11 Sample Median	Monthly	% survival	100	Minimum 90
Metals Analysis				
Copper Daily Limit	Monthly	ug/L	4.4	Maximum 85
Copper Monthly Average	Monthly	ug/L	4.4	Maximum 49
Cyanide Daily Limit	Monthly	ug/L	J1.6	Maximum 41
Cyanide Monthly Average	Monthly	ug/L	J1.6	Maximum 21
Mercury Weekly Average	Weekly	ug/L	0.0029	Maximum 0.072
Mercury Monthly Average	Monthly	ug/L	0.0029	Maximum 0.066
Mercury Monthly Loading	Monthly	kg/mo	0.00301	
Mercury Annual Loading (watershed permit)	Jan-Dec	kg/yr	0.07453	Maximum 0.11
Permit Analysis				
Dioxin - Total Equivalents (TEQ) Daily Maximum	1/Permit Cycle	ug/L	*	Maximum 2.8E-08
Dioxin - Total Equivalents (TEQ) Monthly Average	1/Permit Cycle	ug/L	*	Maximum 1.4E-08
Polychlorinated Biphenyls (PCBs) Daily Limit	1/Permit Cycle	ug/L	*	Maximum 0.017
Polychlorinated Biphenyls (PCBs) Monthly Limit	1/Permit Cycle	ug/L	*	Maximum 0.012
Semiannual and Quarterly Analysis				
Oil and Grease Daily Limit	Semiannual	mg/L	J1.6	Maximum 20
Oil and Grease Monthly Average	Semiannual	mg/L	J1.6	Maximum 10
Chronic Bioassay Toxicity	Quarterly	Tuc	ND	Maximum 20
Chronic Bioassay Toxicity (3 sample median)	Quarterly	Tuc	ND	Maximum 10
Flow Analysis	Daily Max	Hourly Max	5 minute Max	Monthly Average
Effluent Flow	9.4	15.4	17.7	8.1
Influent Flow	11.1	15.5	24.0	9.7
# Days Blended				0

* Monitoring Not Required This Month ND = None Detected X = Data not available at report time J = Detected but not Quantified
(a) Data results for all samples are not all available at the time report publication.

Glossary of Terms NPDES Permit Compliance Summary Table

- **Ammonia:** CMSA's NPDES permit requires that we analyze the final effluent for ammonia due to its toxicity to aquatic organisms and potential for providing nutrients to algae in the San Francisco Bay. The permit has a maximum daily limit of 120 mg/L and a monthly average limit of 60 mg/L. The maximum daily limit is the number that cannot be exceeded on any sample and the monthly average applies to all samples collected in any month (although typically we are required to take only one sample).
- **Biochemical Oxygen Demand (BOD):** The amount of dissolved oxygen needed by microorganisms (biomass) to stabilize organic material in the effluent. The permit limits for our effluent require that removal of 85% influent BOD, and meet a weekly average of less than 40 mg/L and a monthly average of less than 25 mg/L BOD.
- **Chlorine Residual:** The secondary effluent is disinfected with hypochlorite (chlorine "bleach"), and then the residual chlorine is neutralized with sodium bisulfite to protect the Bay environment. The final effluent chlorine residual limit is 0.0 mg/l, which is monitored continuously.
- **Bacteria:** Coliform and enterococcus bacteria are the indicator organisms for the determination of the effectiveness of the disinfection process.
- **Dioxin - Total Equivalents:** These are 17 dioxin-like compounds that we analyze for twice per year which have permit limits.
- **Oils and Grease:** We are required to monitor our effluent for Oils and Grease quarterly.
- **Flow Through Bioassay:** A 96-hour test in which we test the toxicity of our effluent to young rainbow trout (15-30 days old) in a flow-through tank to determine their survivability under continuous exposure to CMSA effluent. The permit requires that we maintain a 90th percentile survival of at least 70% and an 11-sample median survival of at least 90%. In layman's terms, this means that out of the last 11 samples, only one bioassay may fall below 70% survival, and the middle value—when all 11 samples are placed in numerical order—must be at least 90%.
- **Metals Analysis:** Our permit requires that we analyze our effluent for many different metals on a monthly basis. We have permit limits for three of the metals. The limits are stated as a maximum daily limit and a monthly average limit.
- **pH:** pH is a measurement of acidity, with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our permit effluent pH must stay within the range of 6.0 to 9.0, which we monitor continuously.
- **Total Suspended Solids (TSS):** Measurement of suspended solids in the effluent. Our permit requires that we remove at least 85% of the influent TSS and that the effluent limit is less than 45 mg/L as a weekly average and less than 30 mg/L as a monthly average.

EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA
June 2019

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

PRIMARY CLARIFIER PERFORMANCE

Average Total Suspended Solids (TSS) in:	392.7	mg/l	<i>Expected removal efficiencies as outlined in Metcalf & Eddy Wastewater Engineering Manual.</i>
Average TSS out:	123.7	mg/l	
Average Percent Removal Achieved:	66.8	%	Design 50-70% Removal
Average Total Carbonaceous Biochemical Oxygen Demand (CBOD) in:	344.5	mg/l	
Average CBOD out:	174.8	mg/l	
Average Percent Removal Achieved:	47.4	%	Design 25-40% Removal
Average Plant Influent Flows:	9.7	MGD	

BIOTOWER PERFORMANCE

Average TSS out:	122.5	mg/l	
Average CBOD out:	67.0	mg/l	
Average Percent CBOD Removal Achieved:	61.4	%	Design 25-30% Removal

AERATION TANKS/ACTIVATED SLUDGE

Dissolved Oxygen set point:	1.9	mg/l
Average MLSS:	1,096	mg/l
Average MCRT:	3.1	Days
Average SVI:	187	

SECONDARY CLARIFIERS

Average WAS concentration:	5,765	mg/l
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FINAL EFFLUENT

Average Effluent TSS for the month:	3.9	mg/l	(Maximum Limit: 30mg/l)
Week #1 weekly average	3.4		(Maximum Limit: 45mg/l)
Week #2 weekly average	4.1		"
Week #3 weekly average	3.9		"
Week #4 weekly average	4.1		"
Week #5 weekly average	3.6		"
Monthly average TSS removal efficiency through the plant:	99.1	%	(Minimum Limit: 85%)

Average Effluent CBOD:	5.7	mg/l	(Maximum Limit: 25mg/l)
Week #1 weekly average	6.7		(Maximum Limit: 40mg/l)
Week #2 weekly average	5.3		"
Week #3 weekly average	5.0		"
Week #4 weekly average	7.3		"
Week #5 weekly average	5.0		"
Monthly average CBOD removal efficiency through the plant was:	98.3	%	(Minimum Limit: 85%)

Disinfection Dosing Rate:	3.7	mg/l	monthly average
Total Coliform Monthly Geometric Mean:	1.5	MPN	(Maximum 240)
The Daily Maximum Total Coliform Count for the month was:	4.5	MPN	(Maximum 10,000)
Enterococcus Monthly Geometric Mean:	N/A	MPN	(Maximum 35 MPN)
Effluent pH for the month was: Min	6.8		(Min 6.0)
Max	7.4		(Max 9.0)

DIGESTER TREATMENT

Average Thickened Waste Concentration from the RDT:	7.2	%	
Average percent of Volatile Solids destroyed was:	85.4	%	
Cubic feet of biogas produced:	8,362,940	(Total)	278,765 (Daily Average)
Average temperature of the digester:	102.1	degrees Fahrenheit	

EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA
June 2019

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

DEWATERING

Average Centrifuge Feed concentration:	2.7	%
Average Biosolids concentration:	25.9	%
Average TSS of the Centrate:	306	mg/l
Solids capture of the Centrifuge:	99.0	%
Polymer use per Dry ton of biosolids:	12.47	#/dry ton
Average polymer feed rate per run:	3.59	gpm
Average concentration of the polymer batches:	0.328	%
Average sludge feed rate per run:	51.9	gpm

COMMENTS

The treatment plant has been running well with final effluent being of very good quality. The SVI's for this time of year are still elevated and microscopic exams indicate low dissolved oxygen (DO) filamentous bacteria. Staff has adjusted the DO rates in the Aeration System and we can expect a marked improvement in the next three to six days.

Graph #1:

Depicts the total influent flow (from all collection agencies) entering the treatment plant. The red graph line represents total influent flows; and the black graph line depicts the CMSA rain gauge recordings for the month.

Graph #2:

Depicts individual collection member agency flows. The Y-axis is in the dry weather flow range of 0-20 MGD.

Graph #3:

Depicts the coliform most probable number (MPN) results which are an indication of the performance of the disinfection system. The monthly Total Coliform Geometric Mean was 1.5 MPN through June, which is less than our KPI median of 30 MPN and permit limit of 240 MPN.

Graph #4:

Depicts the total suspended solids in the effluent. Our monthly average was 3.9 mg/l versus our KPI of 15 mg/l and permit monthly average limit of 30 mg/l.

Graph #5:

Depicts the effluent cBOD which measures the oxygen demand of the wastewater. The June effluent cBOD average was 5.7 mg/l, well below our NPDES limits of 40 mg/l weekly and 25 mg/l for the month.

Graph #6:

Depicts the degree to which the biosolids have been dewatered. Our biosolids % concentration exceeded our KPI of 25% for 27 of the 30 days in June. The lower % biosolids concentration results, as indicated on the graph, can be attributed to training new staff on both the operation of the centrifuges and new laboratory staff performing analysis on the biosolids samples.

Graph #7:

Depicts the amount of biogas that is produced in the digesters, and then used to produce electricity. Biogas production in June averaged 278,765 cubic feet per day, which exceeded our monthly KPI of 200,000 cubic feet per day. Course biogas flow adjustments to the waste gas burner contributed to the lower than normal downward slope as depicted on the graph.

Graph #8:

This graph depicts the amount of energy produced through cogeneration versus the energy purchased from MCE for Agency operations. The cogeneration engine was offline for the entire month of June as depicted on the graph.

Glossary of Terms Process Performance Data Sheet

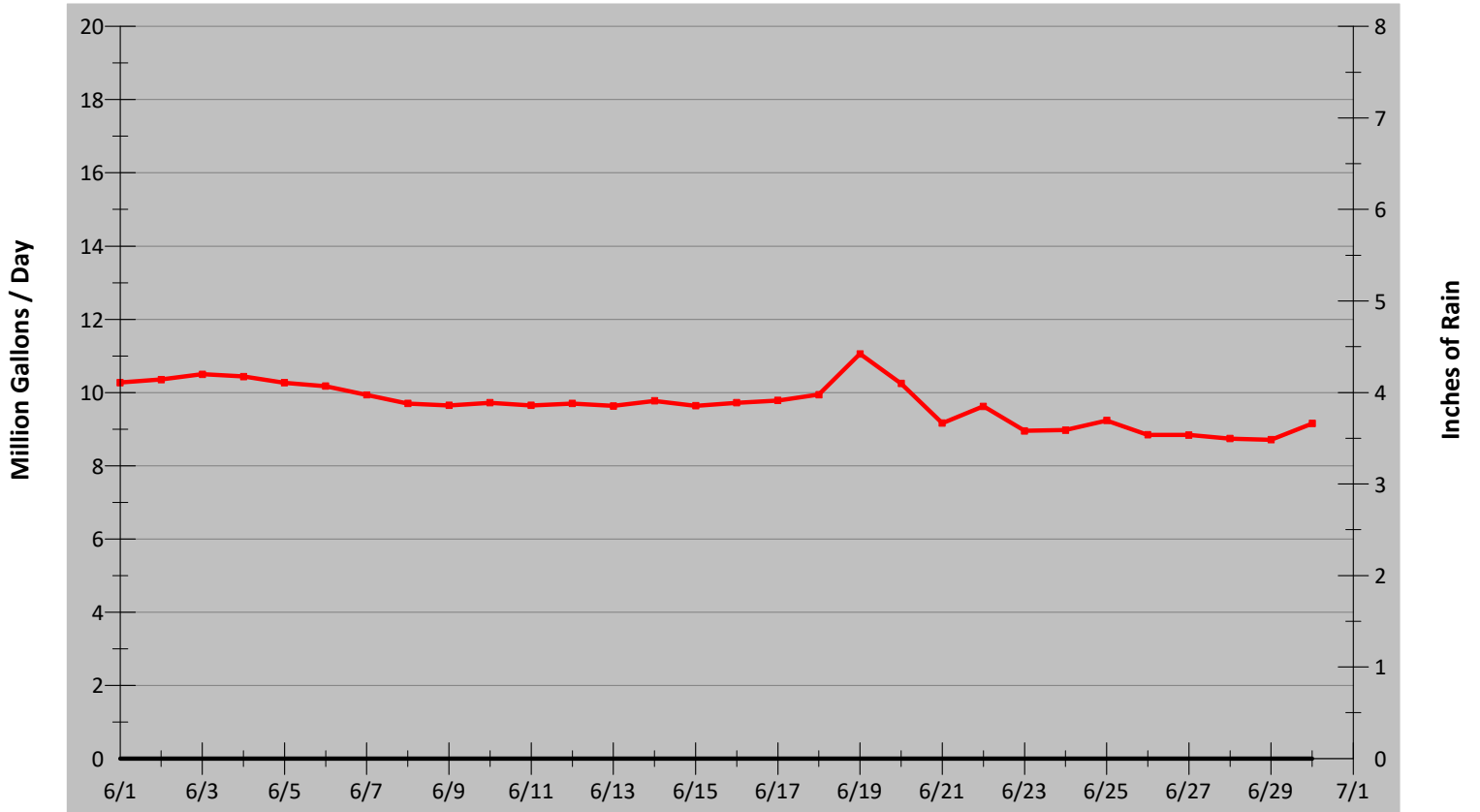
- **Aeration Tanks:** A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- **Anaerobic Digesters:**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

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

Units of Measurement

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

Graph #1: CMSA Influent Flow

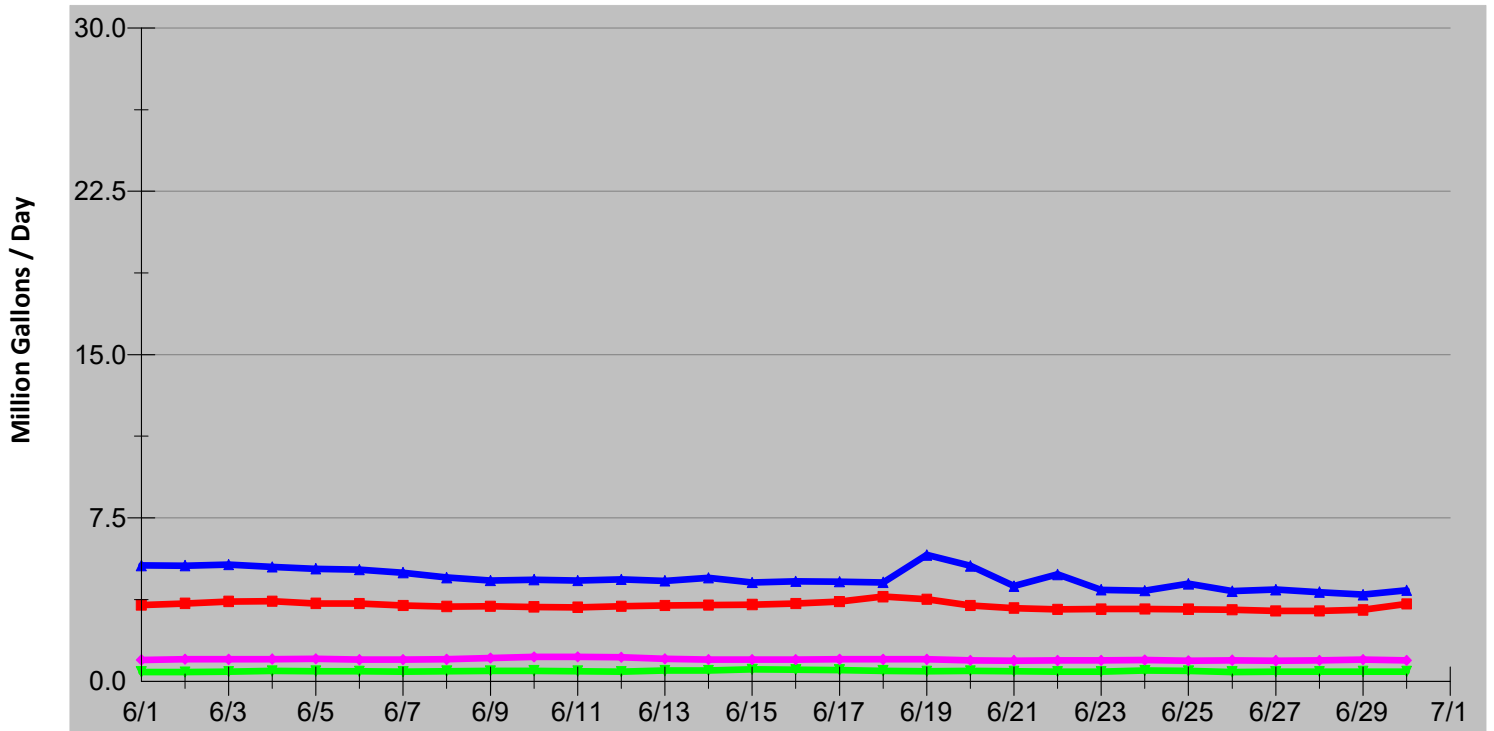


Date (6/1/2019 to 6/30/2019)

■ Flow (Daily Average) ◆ Rainfall

(#1) CMSA Influent Flow

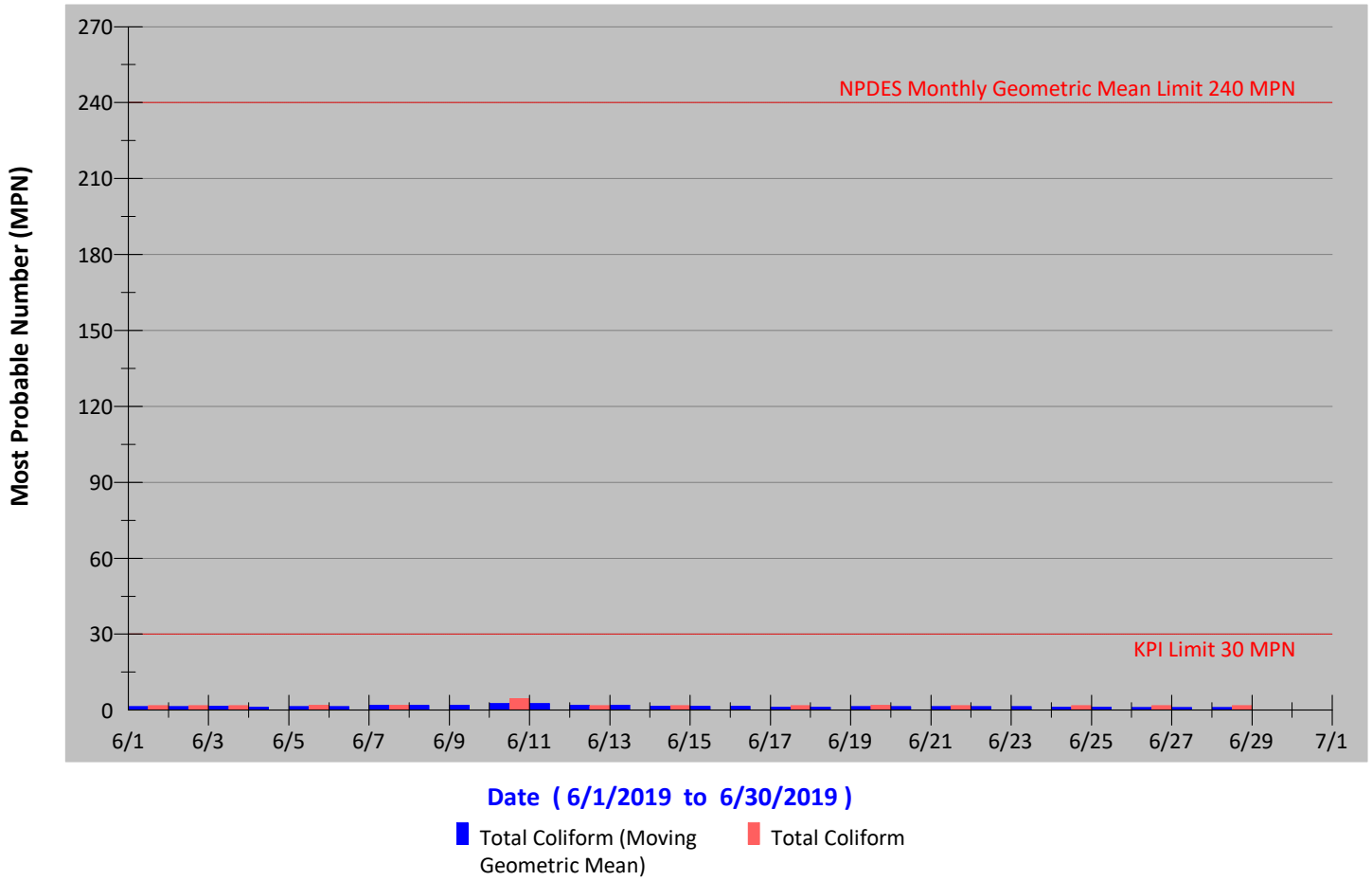
Graph #2: Collection System Influent Flows



Date (6/1/2019 to 6/30/2019)

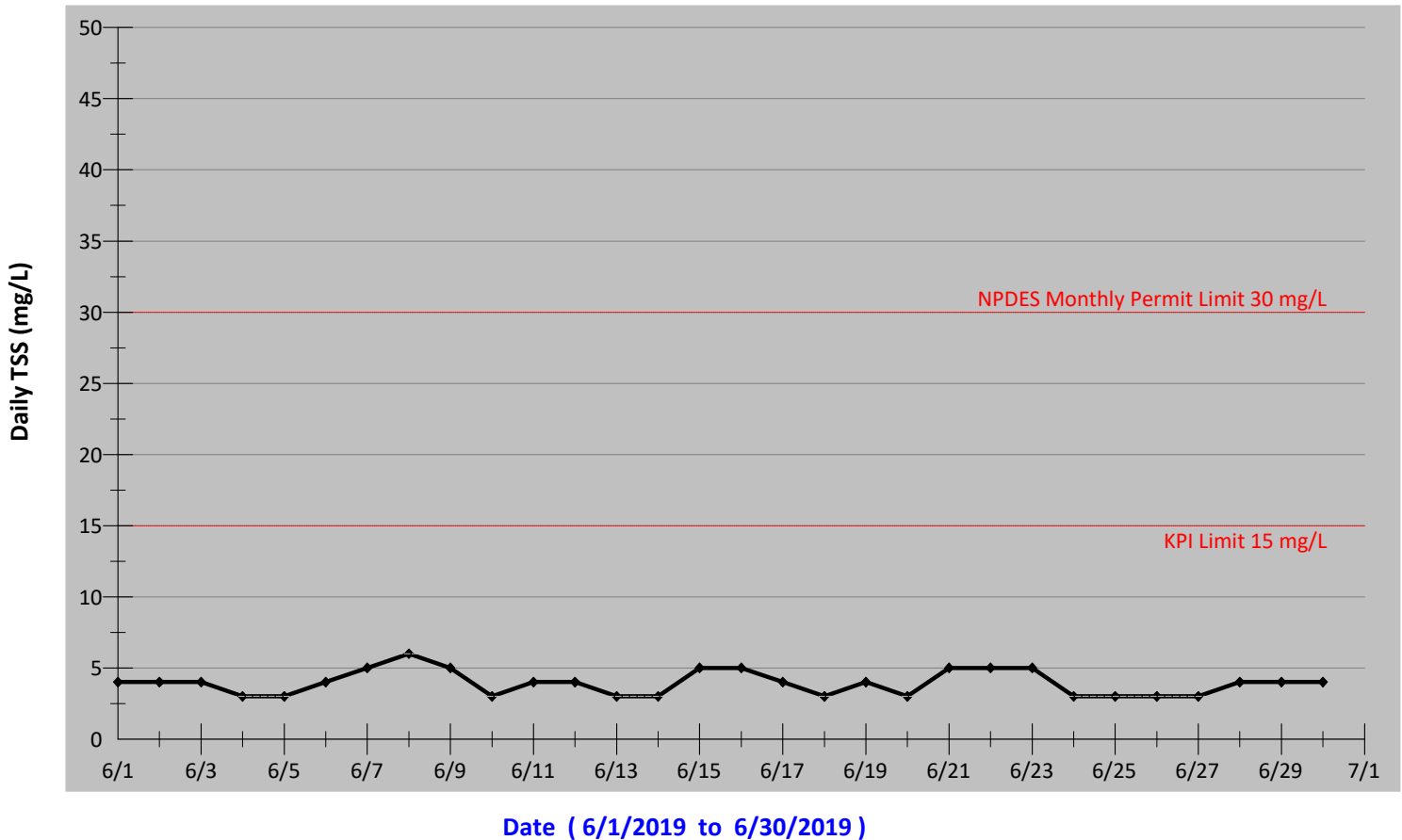
▲ RVSD Flow (Daily Average) ■ SRSD Flow (Daily Average) ▼ SQ Flow (Daily Average) ◆ SD#2 Flow (Daily Average -Par)

Graph #3: Total Coliform & Monthly Geometric Mean



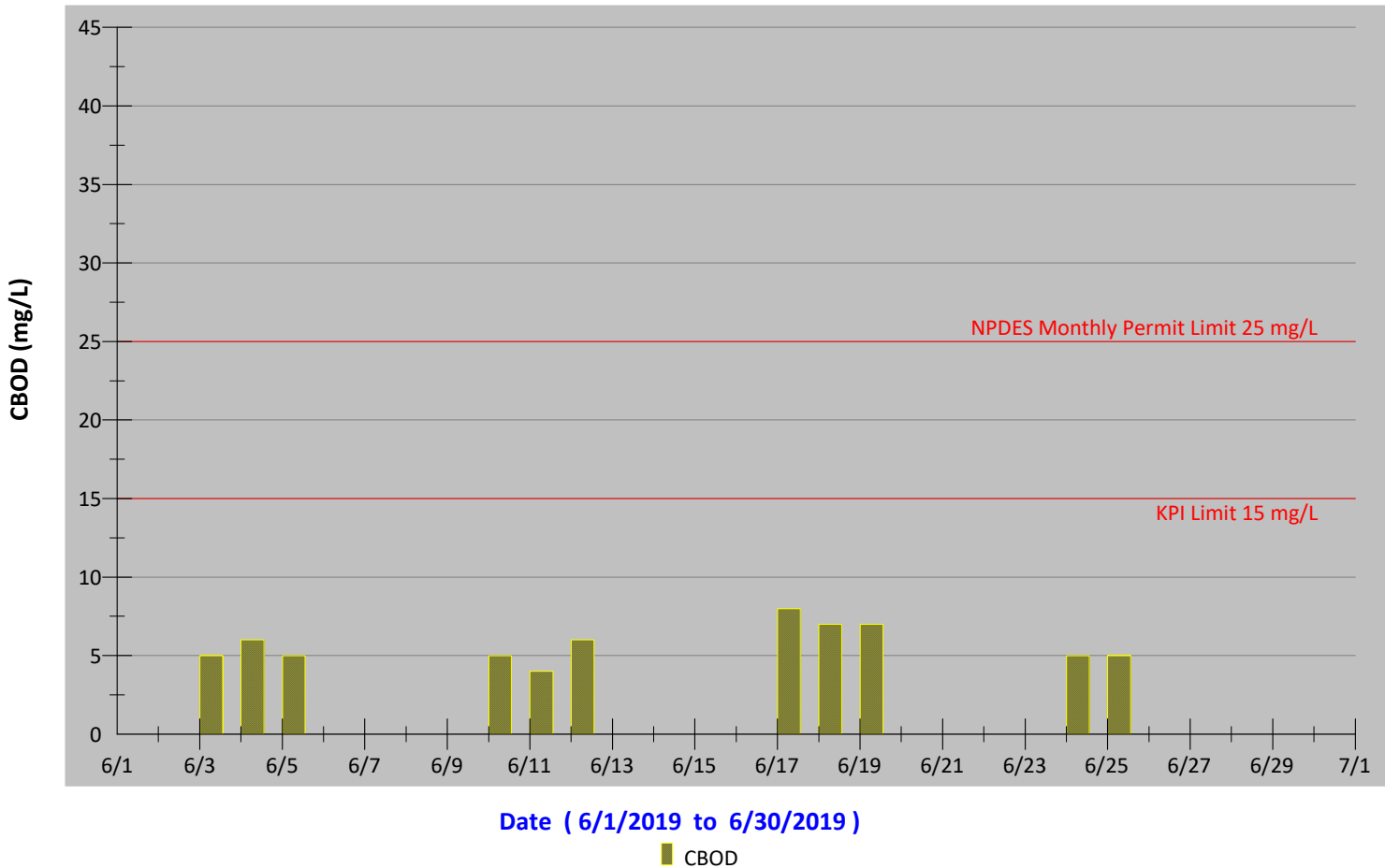
(#3) Total Coliform & Monthly Geometric Mean

Graph #4: Effluent Total Suspended Solids (TSS)



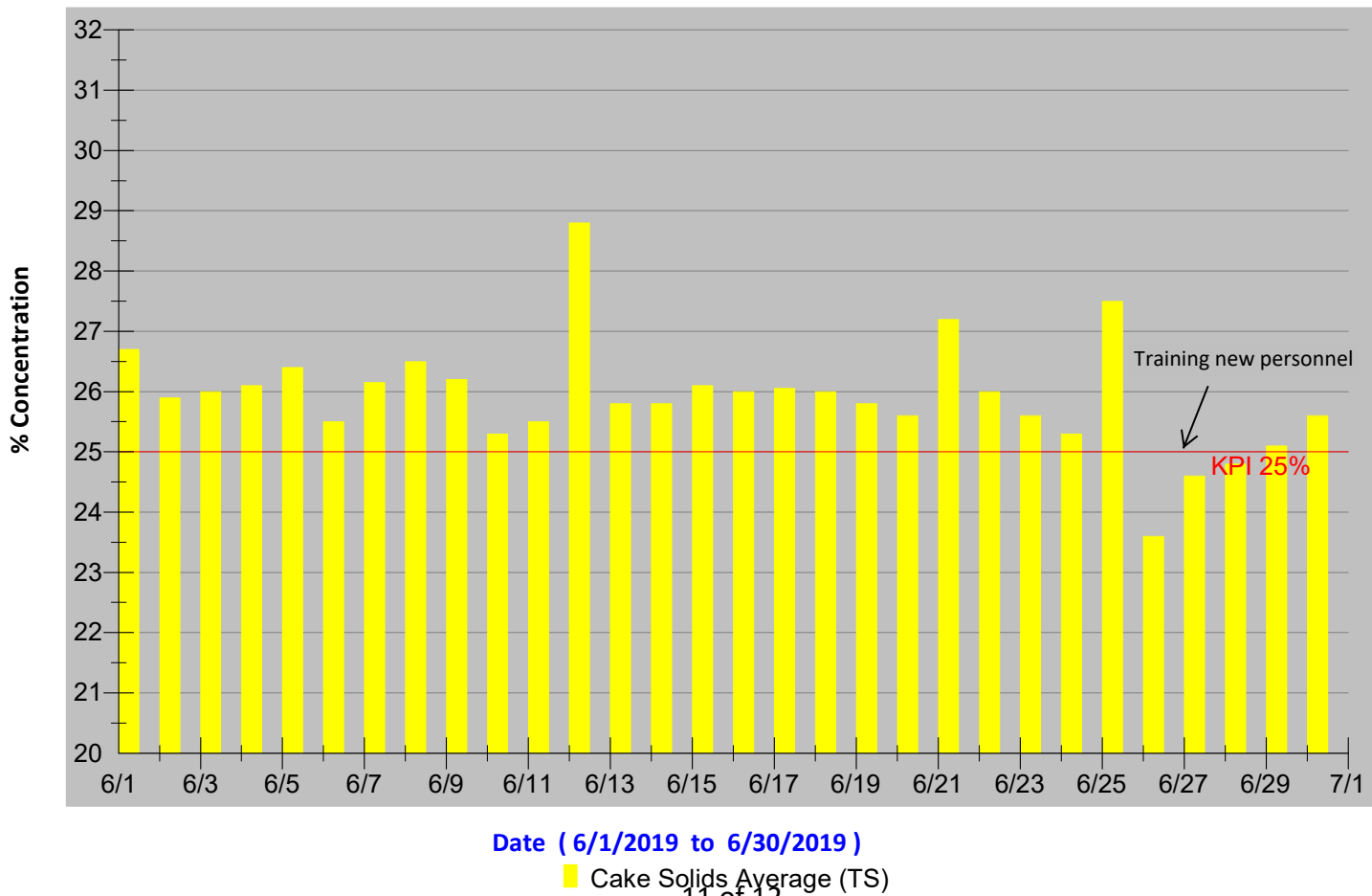
(#4) Effluent Total Suspended Solids (TSS)

Graph #5: Effluent Carbonaceous Biological Oxygen Demand (CBOD)



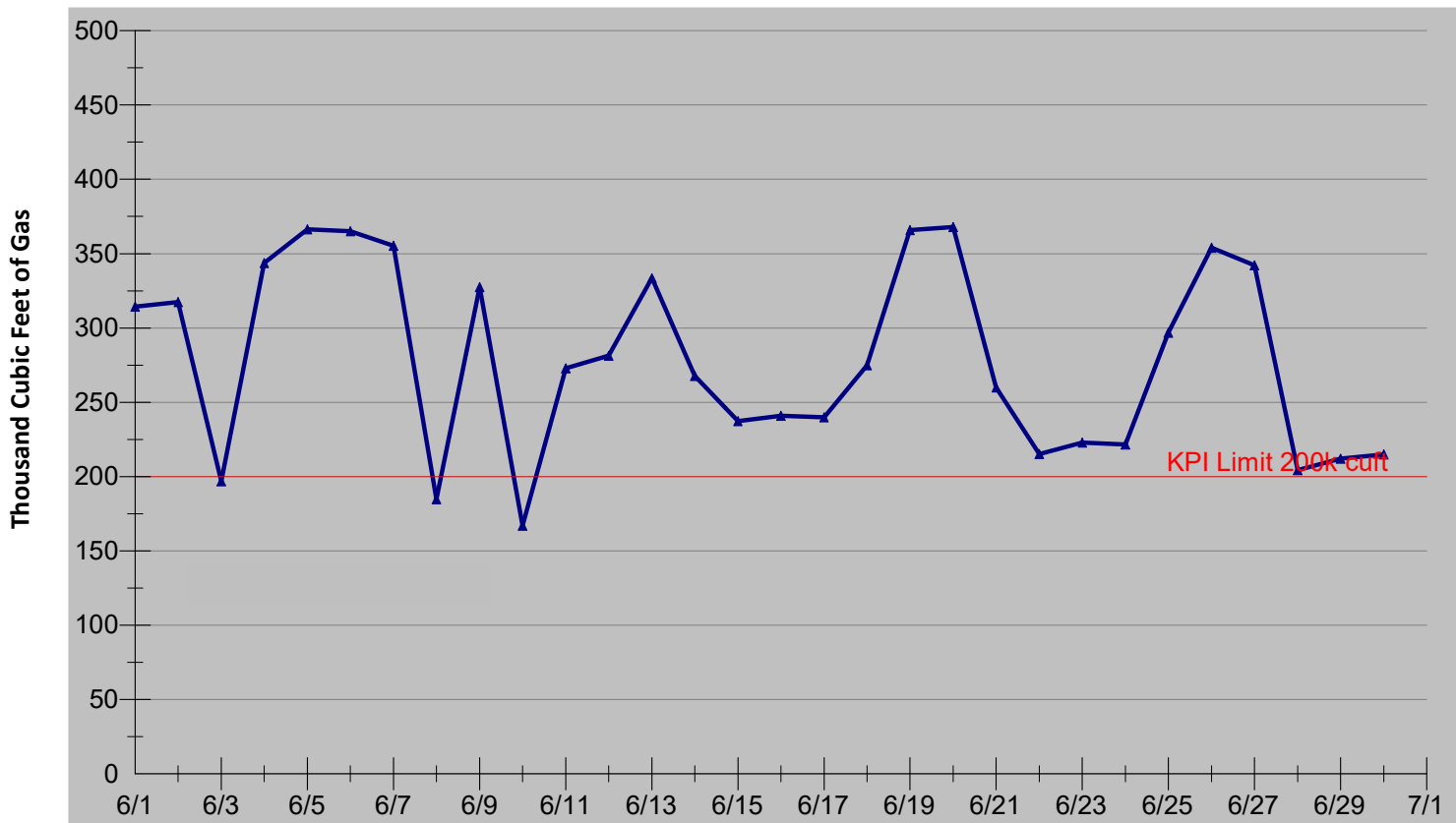
(#5) Effluent Carbonaceous Biological Oxygen Demand (CBOD)

Graph #6: Biosolids Concentration



(#6) Biosolids Concentration

Graph #7: Biogas Production (Measured Use)

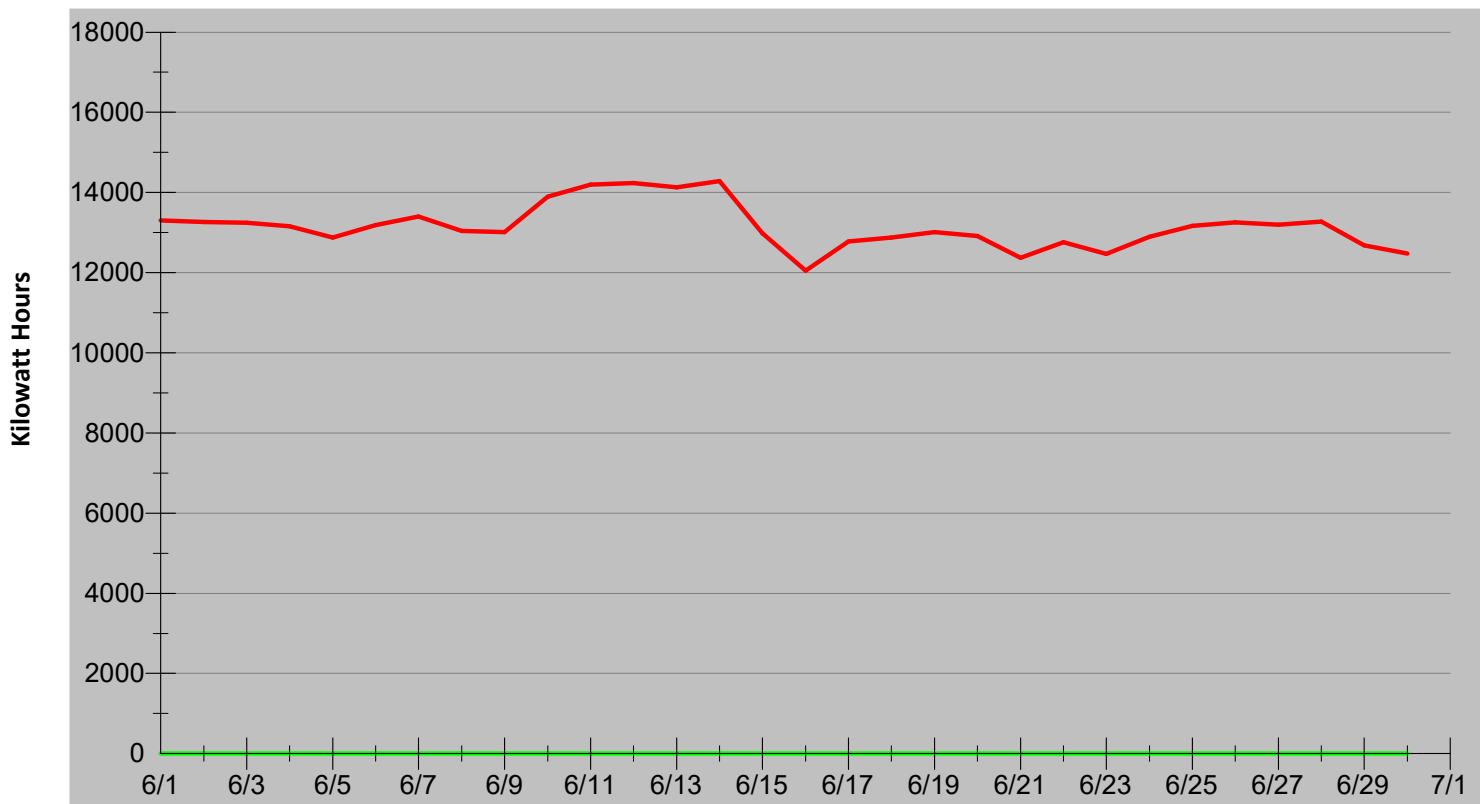


Date (6/1/2019 to 6/30/2019)

▲ Biogas Produced

(#7) Biogas Production

Graph #8: kW/hr Purchased vs. kW/hr Produced vs. kW/hr Exported



Date (6/1/2019 to 6/30/2019)

▲ Kilowatts Produced ▲ Utility Export ▲ Utility Import



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Performance Metric Report – June 2019

Recommendation: Accept the June 2019 Performance Metric Report.

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

Table I – Treatment/Process Metrics

All metrics in this area continue to be very good, and are within expected ranges and meeting targets. The cogeneration system has been offline since May 30, 2019, and all power is being procured through MCE. Pursuant to Board direction at the May meeting, staff has issued a purchase order to Kraft Power Industries for the purchase of a rehabilitated used cogeneration engine.

Table II – Employee Metrics

Nearly all employee training over the past month was internally provided and included lock-out tag-out (LOTO), confined space entry, tie-breaker, and forklift use refresher safety training for field staff; web-based diversity training for all staff; and a presentation and training by EDIS for the Agency’s new self-insured dental program. The only external training event was security access training at San Quentin State Prison for staff that operate and maintain the San Quentin main pump station under the CDCR Wastewater Service Agreement.

Table III - Environmental and Regulatory Compliance Metrics

There weren’t any NPDES final effluent permit exceedances in June, and all regulatory reports were submitted on schedule.

Table IV - Public Outreach

There were three odor alerts posted to the website over the month, and the Agency did not receive any public odor complaints. The alerts were posted for reconfiguration of the primary influent channel, and annual preventative maintenance on a secondary clarifier and an aeration basin.

Monthly public education events may include staff attendance at public outreach events, school classroom and/or juggler show presentations, and Agency tours. Events over the past month are presented below with the event date and number of attendees.

Public Outreach Events

<u>Date</u>	<u>Event</u>	<u>Attendees</u>
6/4	Novato Farmer's Market	58
6/8-9	Fairfax Ecofest	242
6/20	Fairfield/Suisun School District STEM Camp	48

School Events – Juggler Show Presentations and Classroom Events

- None this month

CMSA Tours

<u>Date</u>	<u>School/Group</u>	<u>Attendees</u>
6/3	South Bayside Waste Management	2
6/3	Solano Community College	4
6/10	County of Marin staff	4
6/11	The Marketing Machine	2
6/20	Fairfield/Suisun School District STEM Camp	48

Attachment:

- June 2019 Performance Metric Report

CMSA CY19 PERFORMANCE METRICS – June 2019

TABLE I - TREATMENT/PROCESS METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Wastewater Treated	Volume of wastewater influent treated and disposed, in million gallons (Mg)	290.3 Mg	165 – 820 Mg
2) Biosolids Reuse	Alternate Daily Cover (ADC) at the Redwood Landfill, in wet tons (wt) Fertilizer and soil amendment at land application sites, in wet tons (wt) Bio-Fertilizer production at the Lystek facility, in wet tons (wt)	105 wt 210 wt 140 wt	360 – 665 wt
3) Conventional Pollutant Removal	Removal of the conventional NPDES pollutants - Total Suspended Solids (TSS) and Carbonaceous Biological Oxygen Demand (cBOD) a. tons of TSS removed; % TSS removal b. tons of organics removed (cBOD); % cBOD removal	481.7 tons; 99.1% 426.5 tons; 98.3%	> 85% > 85%
4) Priority Pollutants Removal	Diversion of priority NPDES metals from discharge to the S.F. Bay: a. % Mercury b. % Copper	97.4% 90.2%	88 – 99% 84 – 98%
5) Biogas Production	Biogas generated in our anaerobic digesters, in million cubic feet (Mft ³) Natural gas (methane) equivalent of the biogas, in million cubic feet (Mft ³)	8.36 Mft ³ 5.35 Mft ³	6.0 to 9.5 Mft ³ 3.8 to 6.1 Mft ³
6) Energy Produced	Energy produced from cogeneration of generated biogas and purchased natural gas - in kilowatt hours Cogeneration system runtime on biogas, <i>in hours (hrs.); % time during month</i> Biogas value (natural gas cost equivalent)	0.0 kWh 0 hrs; 0.0% \$26,097	380 to 480,000 kWh 540 hrs.; 75% \$15,000 to \$30,000
7) Efficiency	The cost to operate and maintain the treatment plant per million gallons of wastewater treated, in dollars per million gallons Energy used, kilowatt hours, per million gallons treated	\$1,239 /Mg 1,358 kWh/Mg	\$451-\$1,830/Mg (wet - dry) 670 - 2,400 kWh/Mg

Table II – EMPLOYEE METRICS

Metric	Definition	Measurement	Target/Goal
1) Employee Training	Hours of internal training – safety, web-based, project, vendor, etc. Hours of external training – employment law, technical, regulatory, etc.	Internal = 174.5 External = 29	variable
2) Work Orders	Preventative maintenance (PM) labor hours Planned corrective maintenance (CM) labor hours; % of CM+UCM hrs. Unplanned corrective maintenance (UCM) labor hours; % of CM+PM hrs. Ratio of PM to total corrective maintenance (CM + UCM);	396 hrs 266 hrs (89.0%) 34 hrs (8.0%) 1.32	300 – 500 hrs ≥ 70% total CM hrs ≤ 30% total hours ≥ 0.45
3) Overtime Worked	Monthly hours of OT worked; <i>Year to date hours of OT (YTD)</i> % of regular hours worked; % <i>Year to date (YTD)</i>	148.25 hrs; (894.75hrs) 1.4 %; (1.9%)	< 5%

CMSA CY19 PERFORMANCE METRICS – June 2019

Table III - ENVIRONMENTAL AND REGULATORY COMPLIANCE METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Permit Exceedances	# of NPDES permit exceedances	0	0
2) Regulatory Analyses	# of analyses by the CMSA laboratory for NPDES, Stormwater, and Biosolids regulatory compliance monitoring and reporting	359	150-750
3) Process Control Analyses	# of analyses by the CMSA laboratory for process control monitoring	811	400-1,250
4) Contract Laboratory Analyses	# of analyses by contract laboratories for regulatory compliance reporting	26	0-50
5) Quality Control Testing	# of CMSA performed laboratory analyses for QA/QC purposes	250	100-300
6) Water Quality Sample Analyses	# of ammonia, coliform (total and fecal), enterococcus, and/or sulfide analyses performed for the CMSA member agencies (SSOs, etc.)	78	as-needed
7) Pollution Prevention Inspections	Inspections of industrial and commercial businesses in the Agency's pretreatment and pollution prevention programs and Novato Sanitary District's Mercury Reduction Program – 255 businesses regulated	0	variable
8) FOG Program Inspections	Inspections of food service establishments (FSEs) in the Almonte, TCSD, SD2, RVSD, SRSD, and LGVSD service areas – approx. 316 FSEs are regulated and 63 FSEs have waivers.	37	20 – 50
9) Permits Issued/Renewed	Permits issued for the pretreatment, pollution prevention, and FOG source control programs, and for groundwater discharge	45	variable

Table IV- PUBLIC OUTREACH

Metric	Definition	Measurement	Target/Goal
1) Public Education Events	Attendance at public education outreach events; # of booth visitors; <i>(YTD)</i>	348; <i>(793)</i>	3,500/year
2) School Events	Participation or sponsorship in school outreach events; attendees; <i>(YTD)</i>	0; <i>(1,568)</i>	variable
3) Agency Tours	Tours given to students and the public; # of people, <i>(YTD)</i>	60; <i>(198)</i>	variable
4) Odor Notifications	Number of odor alerts posted to the Agency website	3	1-10
5) Odor Complaints	Number of odor complaints received from the public	0	0

BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: CASA 2019 Annual Conference

Recommendation: Authorize interested Board members to attend the 2019 CASA Annual Conference in San Diego.

Summary: The 2019 California Association of Sanitation Agencies' (CASA) Annual Conference is being held at the Manchester Grand Hyatt in San Diego during August 21-23, 2019. The conference's preliminary program is attached.

The Board's Reimbursement Policy for Travel/Expenses for Agency Officials (Policy #4) states that commissioners must receive prior Board approval for attendance at conferences, trainings, or meetings that require overnight travel. Staff recommends that the Board consider authorizing its commissioners' attendance at the CASA Annual Conference. If approved, commissioners can request per diem advance and travel/expense reimbursement forms from staff. Additionally, staff can assist with making conference and travel reservations.

Attachments:

- CASA 2019 Annual Conference Preliminary Program "Ahead of the Curve"
- California Sanitation Risk Management Authority Training Seminar Agenda



Ahead of the Curve

64th Annual Conference
August 21-23, 2019 Manchester Grand Hyatt San Diego

www.CASAwab.org



CASACleanWater



@CASA_CleanWater

Preliminary Program – Subject to Change

Wednesday, August 21

7:30 a.m. – 12:00 p.m. CSRMA Training Seminar (Separate Registration Required)

9:00 a.m. – 5:00 p.m. Registration

10:30 a.m. – 12:00 p.m. CASA Board of Directors Meeting

12:00 p.m. – 1:30 p.m. Associates Committee Meeting

12:00 p.m. – 1:30 p.m. Lunch on Your Own

1:30 p.m. – 4:00 p.m.

Concurrent Sessions

Track 1: Lessons from the Trenches: Leadership Success General Manager Roundtable

Track 2: Regulatory Hot Topics and Deep Dives

Track 3: AB 1234 Ethics Training for Public Officials

4:15 p.m. – 5:15 p.m. Federal Legislative Committee Meeting

4:15 p.m. – 5:30 p.m. CSRMA Executive Board Meeting

5:30 p.m. – 6:30 p.m. Welcome Reception

Thursday, August 22

7:30 a.m. – 4:30 p.m. Registration

7:45 a.m. – 9:15 a.m. Communications Committee Meeting

8:00 a.m. – 9:00 a.m. CASA Education Foundation Board Meeting

8:00 a.m. – 9:00 a.m. CSRMA Board of Directors Meeting

8:00 a.m. – 9:30 a.m. Breakfast

9:15 a.m. – 4:00 p.m. **Communication Lab – Media Training (Sign up Required)**

Thursday – Cont'd.

9:15 a.m. – 11:45 a.m.

Morning Sessions & Business Session

9:15 – 10:15 a.m.

Keynote Address

10:15 – 11:30 a.m.

Creating New Water: Identifying and Developing Unique Opportunities

11:30 – 11:45 a.m.

Business Session

12:00 p.m. – 1:30 p.m.

Luncheon

- Awards Presentation
- Flushable Wipes Update

2:00 p.m. – 4:00 p.m.

Afternoon Sessions

2:00 – 2:40 p.m.

Developing the Next Generation of Water Professionals

2:40 – 3:20 p.m.

Preparing Your Workforce for the Future

3:20 – 4:00 p.m.

Surprising Impacts of Climate Change on Your Bottom Line

4:00 p.m. – 4:30 p.m.

Policy & Pints – Stone Brewery

4:30 p.m. – 5:30 p.m.

Bay Area Biosolids Coalition Meeting

5:30 p.m. – 6:30 p.m.

Associates Reception

Friday, August 23

8:00 a.m. – 11:00 a.m.

Registration

8:00 a.m. – 9:30 a.m.

Breakfast

9:00 a.m. – 11:00 a.m.

Closing Session

Closing Speaker - TBD

Federal and State Legislative Updates

President's Closing Remarks

11:00 a.m. – 3:00 p.m.

Attorneys Committee Meeting

Resend Confirmation Contact Lodging and Hotel



CSRMA Risk Management Seminar at Aug 2019 CASA Conference

August 21, 2019 - Manchester Grand Hyatt San Diego

Date: August 21, 2019

Time: 8:00am to 12:00noon

Location: Manchester Grand Hyatt San Diego, One Market Place, San Diego, CA 92101

Checkin and hot buffet breakfast begins at 7:00am.

7am-8am	CATERED BREAKFAST
8-9:15am	<p>Cyber Security Best Practices for Small to Medium Sized Public Agencies</p> <p>Small to medium sized public agencies face a greater risk in cyber than before. Nation State attackers desire disruption, organized crime desires extortion. How can small to medium sized public agency keep up? This discussion will discuss some of the threats in the community, and what can be done about it from an industry best practices point of view.</p> <p style="text-align: right;">Jesse Lee CISSP-ISSEP, GICSP, GREM* CEO / Chief Cyber Security Consultant Progent Corporation</p>

9:25-10am

Cyber Insurance Coverage: What Is It and What is the Process of Incident Reporting?

Cyber-attacks targeting public entities are on the rise, in frequency, severity and sophistication. As the threats to public entities grow and evolve, so must the cyber insurance covering the sector. This session will guide you through the cyber coverages provided in your policy today, and how cyber insurance has evolved from the earlier versions of itself. In addition to providing the "whats" of the coverage, you will obtain knowledge on the general insurance reporting process with your insurance carrier, should an incident occur.

Susan L. Leung**Vice President****Alliant Specialty Group****Alliant Insurance Services, Inc.**

10:10-

Helping Neurodivergent Employees Succeed

10:50am

The trend of self-acceptance by neurodivergent individuals as differently abled rather than disabled has been gaining momentum in the neurodivergent culture, specifically the autism spectrum and ADHD cultures. This growing trend is creating a need for employers, specifically rigid, bureaucracy-laden governmental agencies, to reassess their cultures, environments, and reliance upon neutral, objective policies and procedures that are, in fact, preventing the neurodivergent from becoming interested in, applying to, and succeeding in the public sector workforce.

Beverli A. Marshall, SDA**General Manager****Valley Sanitary District**

11-12pm

Taking a Hit Without a Wobble: Get Resilient

Water systems are now having to assess system resilience, not just failure risk. Why should wastewater agencies care? History says wastewater agencies will face those requirements shortly. We'll take a look at resilience assessment and implementation for your system, its challenges, and what might make it a great idea for your system.

Chris Ewers, P.E.**Principal Engineer****Ewers Engineering, Inc.**

Click here to see who has already registered: [Registrant List](#)

(NOTE: It may take up to 30 minutes for names to appear on the list after they have been registered.)



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Jacky Wong, Assistant Engineer

Approved: Jason Dow, General Manager

Subject: Cogeneration System Installation Project – CEQA Notice of Exemption Filing

Recommendation: Authorize the General Manager to file a CEQA Notice of Exemption for the Cogeneration System Installation Project with the Marin County Recorder’s Office and the State Clearinghouse.

Summary: A task in the Cogeneration System Installation Project (Project) predesign contract with Carollo Engineers was to perform a California Environmental Quality Act (CEQA) evaluation for the Project. Environmental Science Associates (ESA), a subconsultant to Carollo, completed the evaluation and determined the Project is categorically exempt from CEQA, and recommends the Agency file a Notice of Exemption (NOE) with the Marin County Recorder’s Office and the State Clearinghouse.

Discussion: At the June 2019 meeting, the Board approved a professional services agreement with Carollo Engineers to prepare the final design contract documents for the Project. The new cogeneration system will be installed in an empty bay inside the existing Solids Handling Building.

The Project is Categorical Exempt under Section 21083 and 21084 of the Public Resources Code and Section 15329 of CEQA. The finding is based on:

1. The Project consists of installation of alternate or redundant cogeneration equipment with a capacity of 50 megawatts or less, and minor upgrades to the existing biogas facilities on the site of the CMSA wastewater treatment facility, an existing publically-owned treatment facility, consistent with the Categorical Exemption outlined under Section 15329 of CEQA.
2. The Project would provide redundancy and reliability for the cogeneration system at the facility and would occur entirely within CMSA-owned existing facilities.

3. Provided that the new engine complies with Best Available Control Technology (BACT) Guidelines set forth by BAAQMD BACT/TBACT Document No. 96.2.4, the Project would result in no net increases in air emissions from the industrial facility, consistent with Section 15329 (a)(1) of CEQA.
4. The Project would be permitted through a revised BAAQMD air permit and would comply with all applicable local, state, and federal air quality laws, consistent with Section 15329 (a)(2) of CEQA.
5. The Project would not be located near residences; thus, the Project would result in no noticeable increases in noise to nearby residences.

CEQA action is required to be filed prior to the commencement of construction to satisfy state requirements. If the NOE is not filed at this time, the statute of limitations period for legal challenges to the Project will increase from 35 days to 180 days, resulting in a risk of project delays and associated cost.

Fiscal Impact: There is no fiscal impact associated with filing the CEQA NOE. The Agency's 10-year Capital Improvement Program includes funds for the Project.

Alignment with Strategic Plan: This activity support Goal 1 – Objective 1.4 and Goal 3 – Objective 3.1 in the Agency's FY19 Business Plan as shown below.

Goal One: CMSA will continue to operate and maintain its wastewater facility to produce high quality effluent and biosolids, within a changing regulatory environment.

Objective 1.4 Deliver projects from the Agency Facilities Master Plan

Goal Three: CMSA will further incorporate green business principles and consider renewable resource opportunities in its short-and long-term planning.

Objective 3.1 Implement steps to supply the Agency's extra power

Attachments:

- 1) ESA Memorandum on the Cogeneration System Installation Project CEQA Approach
- 2) CEQA NOE



1425 N. McDowell Boulevard
Suite 200
Petaluma, CA 94954
707.795.0900 **phone**
707.795.0902 **fax**

www.esassoc.com

memorandum

date December 26, 2018

to Elizabeth Charbonnet, Rick Chan, Carollo Engineers

cc Maria Hensel, ESA

from Julie Watson, ESA

subject **Recommended CEQA Approach for CMSA Cogeneration System Project**

Introduction

Environmental Science Associates (ESA) has prepared this memorandum to provide recommendations for California Environmental Quality (CEQA) compliance for the Central Marin Sanitation Agency's (CMSA) Cogeneration System Project (the Project). The Project comprises the installation of an additional cogeneration engine at the CMSA's Wastewater Treatment Plant (WWTP) located in San Rafael, California. The purpose of the Project is to increase the cogeneration system efficiency and provide redundancy and reliability of the cogeneration system at the WWTP. The Project will optimize performance and efficiency of the WWTP's biogas treatment system.

CEQA allows for very limited environmental review for certain types of projects that have been pre-determined to not usually have a significant effect on the environment. Categorical exemptions are found in Article 19 of the CEQA Guidelines. There are approximately 30 "classes" or types of categorical exemptions. Depending on what is proposed, a Project may qualify under one or more of these classes. This memo presents ESA's review of CEQA regulations and an assessment of whether the Project would qualify for a categorical exemption under Article 19.

The following references were reviewed in the preparation of this memo: 2018 CEQA Statute and Guidelines, CMSA Bay Area Air Quality Management District (BAAQMD) Permit to Operate (Plant 653) effective January 10, 2018, General Electric Cogeneration Engine Specification Sheets, Clean Air Act New Source Review Rules, BAAQMD's BACT / TBACT Workbook.

Overview of the Existing Facility

CMSA owns and operates a WWTP located at 1301 Anderson Drive in San Rafael, CA. The WWTP receives and treats approximately 10 million gallons per day of wastewater from the towns of Corte Madera, Fairfax, Ross, San Anselmo, portions of the City of San Rafael, unincorporated areas of Ross Valley, San Quentin Village, and San Quentin State Prison. Additionally, fats, oils, and grease (FOG) along with food waste (FW) are collected

from households and businesses in Marin County and processed with municipal sludge in CMSA's anaerobic digesters to produce biogas for heat recovery and electricity generation at the facility.

The WWTP includes a solids handling building and two 80-foot diameter anaerobic digesters, each with a side water depth of 26 feet. The WWTP also includes an Organic Waste Receiving Facility (OWRF). This unit processes FOG and FW. The processed FOG and FW is digested along with primary sludge (PS) and thickened waste activated sludge (TWAS) in the WWTP's two digesters. The WWTP also includes a biogas treatment system which processes biogas before it enters the engine generator, removing hydrogen sulfide, siloxanes, and moisture to minimize fouling and corrosion of the cogeneration equipment. This biogas treatment system can process approximately 260 cubic feet per minute (CFM) of biogas. Biogas produced in the digesters is used to heat plant process water and to generate electricity to supplement the WWTP's power needs. Electrical power generation is currently accomplished by feeding the biogas to an existing cogeneration facility, which is comprised of a 750 kilowatt (kW) Waukesha-brand, reciprocating engine (installed in 2003) that is housed inside the solids handling building, shown on Figure 1.1. The cogeneration facility was constructed with one empty bay adjacent to the existing cogeneration engine (Figure 1.1).

Proposed Project

The proposed Project comprises the installation of an additional cogeneration unit in the empty bay of the existing solids handling building along with upgrades to the existing biogas treatment system. The new unit would have a power output of approximately 850 kW to 1,100 kW and could be powered by either biogas or natural gas. The proposed upgrades to the biogas system would include minor equipment modifications and improvements designed to optimize operations and maintenance of the existing system. These upgrades would be installed at the existing biogas treatment system. The new engine would incorporate the best available technology including a selective catalytic reduction (SCR) emission control system, which reduces NO_x, utilizing ammonia as a reducing agent. The proposed Project is being designed to be a redundant system, as described below.

- The proposed new cogeneration engine and associated equipment would be installed to serve as either a replacement or a back-up engine, resulting in no net increase in air emissions. Under this scenario, the new equipment would be installed, but not operated simultaneously with the existing cogeneration engine.

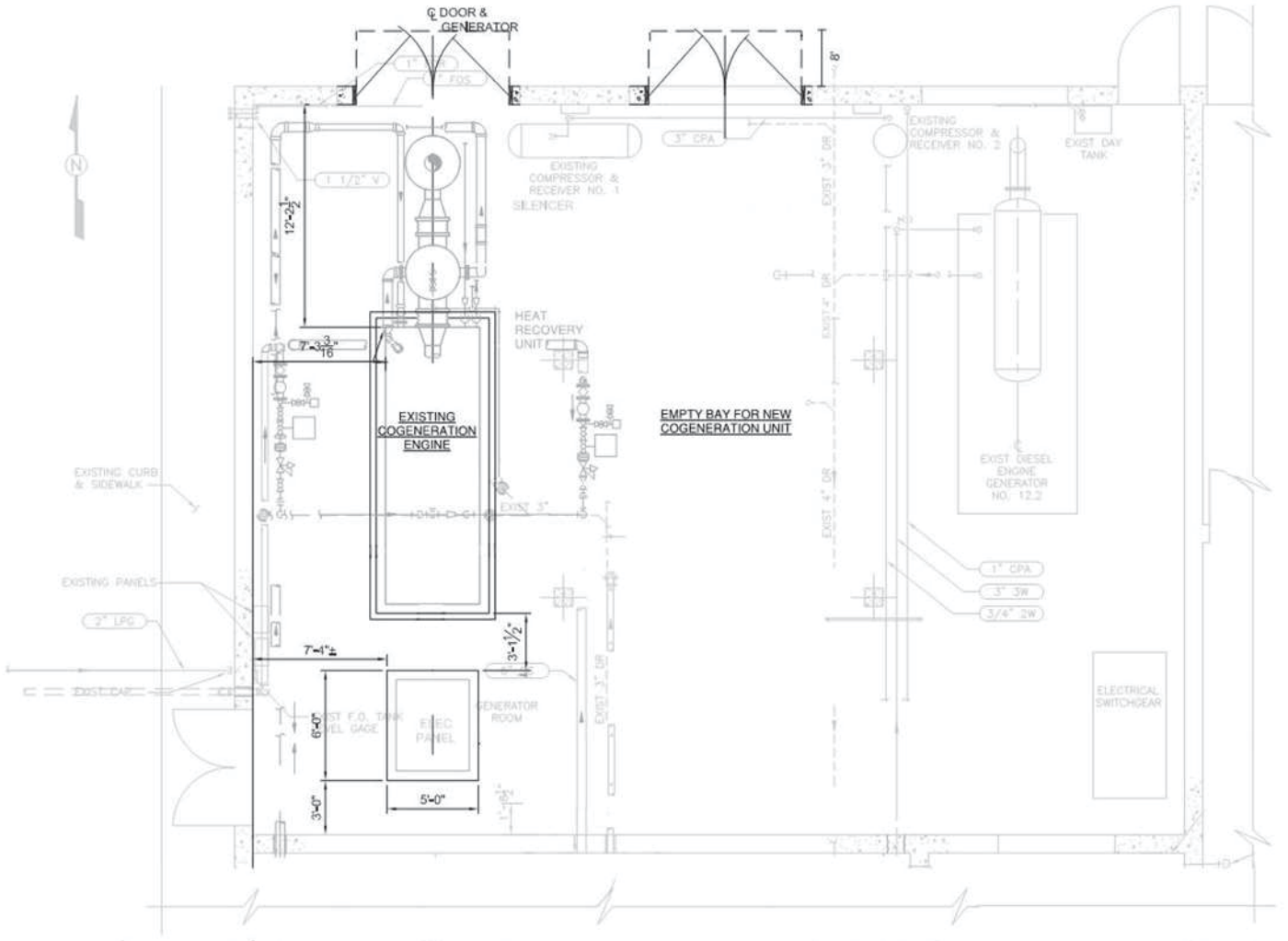


Figure 1.1 Plan View of the Existing Cogeneration System and Empty Bay

Conclusions

Based on our understanding of the Project Article Class 29 is the most likely class under which the Project would qualify for a categorical exemption (Table 1).

Table 1 Class 29 California Environmental Quality Act (CEQA) Categorical Exemption

15329. COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:

- (1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and,
- (2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and institutional facilities, the installation of cogeneration facilities will be exempt if the installation will:

- (1) Meet all the criteria described in subdivision (a);
- (2) Result in no noticeable increase in noise to nearby residential structures;
- (3) Be contiguous to other commercial or institutional structures.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

The proposed new engine (with capacity of 850 to 1,100 kW) is being designed to be operated strictly as an alternate or redundant engine. The new engine would not be operated simultaneously with the existing cogeneration engine, as CMSA's existing PG&E interconnect and Marin Clean Energy power purchase agreements do not currently allow for simultaneous operation of more than one engine. Provided that the new engine complies with Best Available Control Technology (BACT) Guidelines set forth by BAAQMD BACT/TBACT Document No. 96.2.4, the operation of the engine would not result in any net increases in air emissions from the industrial facility. A revised air permit would be required prior to the operation of the proposed new cogeneration engine. **The Project would qualify as a Categorical Exemption under Class 29.**

Please feel free to contact me with any questions.

Yours sincerely,



Julie Watson, ESA

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Marin
3501 Civic Center Drive, Suite 234
San Rafael, CA 94903

From: (Public Agency): Central Marin Sanitation Agency
1301 Anderson Drive
San Rafael, CA 94901
(Address)

Project Title: Cogeneration System Installation Project

Project Applicant: Central Marin Sanitation Agency (CMSA)

Project Location - Specific:

CMSA Wastewater Treatment Facility 1301 Anderson Drive San Rafael, CA 94901

Project Location - City: San Rafael Project Location - County: Marin

Description of Nature, Purpose and Beneficiaries of Project:

The CMSA has a wastewater treatment plant (WWTP). The purpose of the Project is to provide redundancy and reliability for the cogeneration system at the WWTP and optimize performance and efficiency of the WWTP's biogas treatment system.

Name of Public Agency Approving Project: Central Marin Sanitation Agency

Name of Person or Agency Carrying Out Project: CMSA

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Cogeneration / Existing Facilities 15329
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The Project consists of installation of alternate or redundant cogeneration equipment with a capacity of 50 megawatts or less, and minor upgrades to existing biogas facilities on the site of the WWTP, an existing publicly-owned facility. Consistent with the categorical exemption outlined under Section 21083 of the Public Resources Code, the Project meets all criteria for a Class 29 exemption under Section 15329 (a)(1)(2) of CEQA.

Lead Agency
Contact Person: Peter Kistenmacher Area Code/Telephone/Extension: (415) 459-1455
extension 122

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: FY20 Commission Officer, Committee, and NBWA Board Appointments

Recommendation: Nominate and select commissioners for the Commission Chair, Vice Chair, and Secretary offices, and appoint commissioners to the standing Finance Committee and NBWA Board of Directors.

Discussion: The Commission annually selects officers and makes appointments to its standing Finance Committee and the North Bay Watershed Association’s (NBWA) Board of Directors. These appointments are for a one-year term, and are normally made at the July Board meeting. The current slate of officers and Committee/NBWA Board members are:

Officers

Commission Chair: Dean DiGiovanni, San Rafael Sanitation District (SRSD)
 Commission Vice-Chair: Michael Boorstein, Ross Valley Sanitary District (RVSD)
 Commission Secretary: Eli Beckman, Sanitary District #2

Standing Finance Committee: Tom Gaffney (RVSD), Michael Boorstein (RVSD),
Dean DiGiovanni (SRSD)

NBWA Board of Directors: Michael Boorstein (RVSD), GM Jason Dow (alternate)

Background: The JPA does not include a process or guidance for rotating or nominating officers. Below is an excerpt from Section 7, item B, of the JPA pertaining to membership and officers.

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.



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager
Amy Hwang, Associate Engineer

Approved: Jason Dow, General Manager

Subject: **Asset Management Program Evaluation Presentation**

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

Summary: GHD is nearing completion of the Asset Management Evaluation Project (Project), has identified future asset management best practices for consideration, and the Agency's project team has integrated some of the recommended practices into the proposed FY20 Business Plan. At the June 9 Board meeting, staff will give the Board a presentation on the Agency's current asset management program, a high level summary of the Project and its findings, and the planned FY20 asset management activities.

Fiscal Impact: The FY19 Project budget is \$79,896 and the Project is near completion, with approximately 15% of the budget remaining.

Discussion: In October 2018, the Board approved a professional services agreement with GHD to provide consulting services for the Project. GHD's scope of work included providing general asset management training to all Agency staff and focused training to selected staff that regularly use the NEXGEN asset management system, conducting a gap analysis of current Agency asset management practices compared to industry best practices, and preparing an implementation plan or "roadmap" to identify future asset management activities and business improvement projects for the Agency to consider.

GHD is in the process of finalizing the implementation plan, which is currently in draft form, and the Project is expected to be completed this month. From the implementation plan, staff has identified worthwhile and valuable tasks and activities to be implemented next fiscal year to improve our asset management program. These tasks are anticipated to be completed with in-house resources over the next year. Other Road Map activities may be incorporated into future business plans.

Alignment with Strategic Plan: This activity is a strategic action to support Goal 1 – Objective 1.3 in the Agency’s FY19 Business Plan as shown below.

Goal One: CMSA will continue to operate and maintain its wastewater facilities to produce high quality effluent and biosolids, within a changing regulatory environment.

Objective 1.3: Manage the Agency’s assets.

Action: Hire a consultant to evaluate the Asset Management Program and recommend improvements.



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Kenneth Spray, Administrative Services Manager

Approved: Jason Dow, General Manager

Subject: Proposed FY20 Agency Business Plan

Recommendation: Approve the FY20 Agency Business Plan, and provide comments and/or direction to the General Manager, as appropriate.

Discussion: Over the past several months, concurrent with developing the Agency's operating and capital budgets, the Agency's Strategic Planning Committee (ASPC) prepared the FY19 Business Plan Report and the proposed FY20 Business Plan. The Board accepted the FY19 Report last month and the proposed FY20 Business Plan is attached for the Board's consideration of approval.

New and revised Objectives in the FY20 Business Plan are:

- a) Deliver critical and high priority Agency projects
- b) Procure and implement a new financial software system
- c) Implement steps to deliver extra power
- d) Promote interagency coordination of projects and initiatives
- e) Explore opportunities for CMSA laboratory regional resource development
- f) Promote a culture of leadership and professional growth to attract and develop qualified and skilled employees

At the July 9 Board meeting, staff will briefly review the new Objectives prepared by the ASPC, and will highlight several noteworthy new Actions within specific Objectives as shown in yellow text in the attached FY20 Business Plan.

Background: In July 2016, the Board adopted a new 5-year Strategic Business Plan (SBP) for the Agency that consists of Vision, Mission, and Value statements, with supporting Goals, Objectives, and Actions. The Agency's SBP sets a course for maintaining and continuing to improve the Agency's operations and services. The SBP also sets individual, departmental, and organizational priorities, and guides fundamental decisions and actions that will shape the Agency into the future.

The SBP's format is for the higher level strategic statements to be applicable over its 5-year term, while the supporting Objectives and Actions are evaluated and updated on an annual basis. Each July, staff presents an annual business plan that includes the SBP's Goals, updated Objectives, and new or continuing Actions. These Actions are projects, initiatives, and activities that are designed to achieve the SBP Goals while aligning with its Vision, Mission, and Values. At year-end, staff will report on business plan accomplishments for the year, as well as prepare a new business plan for the coming year.

Staff recommends that the Board review and adopt the Agency's FY20 Business Plan. Following adoption, the ASPC will begin its coordination and implementation.

Attachment:

- Proposed FY20 Agency Business Plan



CENTRAL MARIN SANITATION AGENCY



Business Plan

Fiscal Year 2019 - 2020



Agency’s Mission, Vision, and Values



MISSION

WHAT THE AGENCY DOES

Central Marin Sanitation Agency will protect the environment and public health by providing wastewater, environmental, and resource recovery services of exceptional quality and value to its customers.



VISION

WHERE THE AGENCY WANTS TO BE IN THE FUTURE

Central Marin Sanitation Agency will be an industry leader by providing innovative, efficient, and sustainable wastewater services, capturing and utilizing renewable resources, and delivering renewable power.



VALUES

KEY STATEMENTS THAT DESCRIBE THE IDEALS OF THE AGENCY

CMSA values...

- Consistent and continuous regulatory compliance to protect San Francisco Bay.
- Sound financial practices to safeguard the Agency’s assets.
- Effective asset management through appropriate short- and long-term planning and sustainable practices.
- A safe and healthy workplace for its employees and stakeholders.
- Professional growth, teamwork, and job satisfaction within a diverse workforce.
- Quality public outreach and education to promote environmental stewardship.
- Partnerships which further common water quality and resource recovery interests.



AGENCY GOALS

- ▲ GOAL ONE
- ▲ GOAL TWO
- ▲ GOAL THREE
- ▲ GOAL FOUR
- ▲ GOAL FIVE
- ▲ GOAL SIX



GOAL ONE

CMSA will continue to operate and maintain its wastewater facilities to produce high quality effluent and biosolids, within a changing regulatory environment.

Objective 1.1 Maintain the high performance of the treatment facility's operational processes

- Action: Comply with all Agency regulatory requirements
- Action: Apply for the National Association of Clean Water Agencies (NACWA) Gold Award
- Action: Prepare a process control instrument plan for the advanced control of the activated sludge system
- Action: Conduct a Ferric Chloride Use Optimization Study

Objective 1.2 Manage the Agency's assets

- Action: Implement the recommendations of the FY20 Asset Management Roadmap
- Action: Perform a condition assessment of the Agency's electrical switchgear
- Action: Build a new bioassay testing facility
- Action: Perform an assessment and space evaluation of the Agency's property
- Action: Inspect the large diameter buried plant pipelines

Objective 1.3 Deliver Critical and High Priority Agency Projects

- Action: Construct the landslide repairs on the Andersen Drive hillside
- Action: Replace the Primary Clarifier hydraulic gate actuators
- Action: Begin the design phase of the Secondary Clarifier Rehabilitation Project
- Action: Conduct an Influent Flow Meter Alternatives Study
- Action: Repair the coatings in the Chlorine Contact Tank Area



AGENCY GOALS

- ▲ GOAL ONE
- ▲ **GOAL TWO**
- ▲ GOAL THREE
- ▲ GOAL FOUR
- ▲ GOAL FIVE
- ▲ GOAL SIX



GOAL TWO

CMSA will continually improve financial management practices to ensure transparency, financial sustainability, and sound fiscal principles.

Objective 2.1 Regularly evaluate existing fiscal practices and develop new procedures as necessary

Action: Follow internal control procedures to ensure proper recording of transactions for a clean FY 20 audit

Action: Review and update the Business Continuity Plan’s essential vendors

Objective 2.2 Procure and implement a new financial software system

Action: Procure a new financial software system

Action: Develop a staged implementation plan

Action: Install each financial software module by stage; test, and go live sequentially

Action: Decommission legacy system

Objective 2.3 Prepare transparent financial documents

Action: Prepare the Agency’s Budget document in the Government Finance Officers Association (GFOA) format and submit to the GFOA for review

Action: Prepare quarterly budget reports for the Board of Commissioners

Action: Prepare the Agency’s Comprehensive Annual Financial Report (CAFR), and submit to the GFOA for review

Action: Prepare the Agency’s Popular Annual Financial Report (PAFR), and submit to the GFOA for review



AGENCY GOALS

- ▲ GOAL ONE
- ▲ GOAL TWO
- ▲ **GOAL THREE**
- ▲ GOAL FOUR
- ▲ GOAL FIVE
- ▲ GOAL SIX



GOAL THREE

CMSA will further incorporate green business principles and consider renewable resource opportunities in its short- and long-term planning.

Objective 3.1 Implement steps to deliver extra power

Action: Develop protocol for managing power production with existing cogeneration equipment

Action: Finish the design phase of the Cogeneration System Installation Project

Action: Prepare a new PG&E Interconnection Agreement for the new cogeneration system

Action: Negotiate and execute a second MCE Power Purchase Agreement for the new cogeneration system

Action: Identify potential organic waste sources to increase biogas production

Objective 3.2 Perform a Digester Volatile Solids Loading Pilot Study

Action: Conduct the Digester VSL Pilot Study

Action: Assess the study results, prepare report, and determine feasibility for publication

Action: Based on study results, assess need for future phases of the study

Objective 3.3 Increase the Agency’s energy efficiency through implementation of the Power Monitoring Program

Action: Evaluate and potentially implement proactive maintenance alerts based on equipment energy usage data

Action: Conduct in-house digester mixing study and implement beneficial findings

Action: Conduct an in-house channel air blower study and implement beneficial findings



AGENCY GOALS

- ▲ GOAL ONE
- ▲ GOAL TWO
- ▲ GOAL THREE
- ▲ **GOAL FOUR**
- ▲ GOAL FIVE
- ▲ GOAL SIX



GOAL FOUR

CMSA will lead or actively participate in collaborative efforts to address local and regional environmental opportunities and challenges.

Objective 4.1 Collaborate with stakeholders on programs to comply with CALRecycle’s regulations on diverting organics from landfills

- Action: Serve as the Bay Area Biosolids Coalition lead agency
- Action: Participate in the Bay Area Biosolids Coalition to evaluate year-round biosolids management alternatives
- Action: Comply with new AB901 biosolids reporting requirements

Objective 4.2 Promote interagency coordination of projects and initiatives

- Action: Support rehabilitation of the Sanitary District No. 2 Fifer, Trinidad 2, and Paradise pump stations
- Action: Integrate selected Ross Valley Sanitary District pump station telemetry to CMSA SCADA
- Action: Construct the Motor Control Center and Control Panel Upgrade Project for San Quentin’s pump station
- Action: Explore feasibility of accepting sludge from local wastewater treatment plants
- Action: Develop lease agreement for Marin Transit buses

Objective 4.3 Explore opportunities for CMSA Laboratory regional resource development

- Action: Complete CMSA training and implementation of TNI Standard
- Action: Assess laboratory analytical resources, capabilities, and staffing requirements
- Action: Conduct a cost-benefit analysis of providing regional laboratory services



AGENCY GOALS

- ▲ GOAL ONE
- ▲ GOAL TWO
- ▲ GOAL THREE
- ▲ GOAL FOUR
- ▲ **GOAL FIVE**
- ▲ GOAL SIX



GOAL FIVE

CMSA will attract and retain high quality employees by providing a work environment that motivates staff, fosters professional development, values diversity, and promotes a culture of safety.

Objective 5.1 Promote a culture of leadership and professional growth to attract and develop qualified and skilled employees.

Action: Complete the succession plan for key employee classifications

Action: Implement the high school internship program

Objective 5.2 Enhance employee work culture

Action: Hold an Agency barbeque and holiday party

Action: Submit applications for industry awards

Action: Consider expanding the Agency Wellness Program

Action: Enhance employee deferred compensation plans with CalPERS 457 and Nationwide 403(b)

Action: Explore development of a self-insured employee vision plan

Objective 5.3 Maintain a safe and secure work environment

Action: Install security cameras at key locations around the Agency

Action: Report results of safety survey and implement recommendations

Action: Replace the Agency’s hazardous waste containment system

Action: Design and implement an Agency key control Standard Operating Procedure



AGENCY GOALS

- ▲ GOAL ONE
- ▲ GOAL TWO
- ▲ GOAL THREE
- ▲ GOAL FOUR
- ▲ GOAL FIVE
- ▲ **GOAL SIX**



GOAL SIX

CMSA will enhance its internal and external communications.

Objective 6.1 Educate employees on currently available Agency benefits

- Action: Coordinate 457 and 403(b) plan provider training on the Agency’s deferred compensation programs
- Action: Prepare a benefit training schedule and begin staff trainings
- Action: Provide Employee Assistance Program presentations on various topics

Objective 6.2 Improve Agency documents and file management

- Action: Complete the organization of Technical Services department electronic files
- Action: Audit and update all Agency forms and ensure file paths are correct
- Action: Finish implementation of the Source Control Software and develop a streamlined inspection documentation process
- Action: Provide mobile computing devices for use by field staff

Objective 6.3 Improve methods of communication

- Action: Maintain the Agency Facebook presence
- Action: Update the CMSA brochure, and produce printed and online versions
- Action: Evaluate and implement an Agency electronic billboard system for information sharing
- Action: Redesign and launch a new Agency website

BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Kenneth Spray, Administrative Services Manager
Jason Dow, General Manager

Subject: **Tyler Technologies Financial System Software Procurement**

Recommendation: Approve the contract with Tyler Technologies for the purchase of new financial system software, and provide comments and/or direction to the General Manager, as appropriate.

Summary: Over the past few years the Agency has either replaced or upgraded mission critical software to improve operations, business process efficiency, and data management and reporting. These have included updating the asset management software (NEXGEN), replacing the laboratory information management system (LIMS), and implementing a new enterprise based data management system (WIMS). As reported in the FY19 Business Plan Annual Report at last month's Board meeting, staff has completed a comprehensive evaluation of financial software systems. Procurement of a new system was accepted by the Board's Finance Committee and funding is included in the FY20 Capital Improvement Program (CIP) budget.

Fiscal Impact: The cost of the Tyler system is \$135K for licensing and installation support services. Ongoing system maintenance includes annual software upgrades and 24/7 customer support is currently priced at approximately \$20K and begins in FY21. Funding for the system procurement is provided in the FY20 CIP's IT Hardware and Software account.

Discussion: The Agency's current financial system, Open Systems Accounting Software (OSAS), is over 30 years old and has been in place since the early 1980s. OSAS is Microsoft DOS-based using function and arrow keys for input and operation. It is used only by the Administration Department's finance staff and is not available to users in other departments who rely on manually prepared reports supplied to them. Additionally, OSAS is not user friendly and its report writing capability is cumbersome and limited. CMSA's original investment in OSAS was approximately \$8K and staff believes it has out-served its useful life and a system upgrade is highly recommended.

Staff performed and completed an extensive financial software identification, evaluation, and selection process. Six different financial software programs were evaluated, including deep-dive

demonstrations of the top three software packages. Our internal evaluation process included Administration and IT staff, department managers and supervisors, and the Agency Strategic Planning Committee, all of whom unanimously selected the Tyler Technologies product as the system that best fits the needs of the Agency. The software will reside on the CMSA network, backed up daily with offsite storage in Virginia.

The system will provide tremendous time and cost savings to all users; managers and supervisors for authorized access and reporting, administrative staff for accounting and support services, and all employees will enter electronic time sheets and utilize the employee portal to access authorized information and make personnel related initial requests. Access to all aspects of the system will be controlled and authorized by system security. Users can view data, print reports, create reports, prepare budgets, manage projects, perform accounting and purchasing, and utilize remote capability for approvals and requests. The system will largely eliminate paper through electronic approval, notifications, and document management.

Tyler Technologies is very popular and successful, and it wasn't difficult to find other public agency users of their system. Staff checked references with West County Wastewater District, Sewer Authority Mid-Coastside, Coastside County Water District, and West Valley Sanitation District. All responses were enthusiastically positive, with respondents saying the software functions seamlessly and Tyler Support will "bend over backwards" to help with any concern you may have.

Bill McInerney, CMSA's Construction and Contract attorney, has reviewed, commented, and approved the Tyler Technologies License and Services Agreement.

Alignment with Strategic Plans: Financial software evaluation supports the strategic actions for Goal 2 - Objective 2.2 in the Agency's adopted FY19 Business Plan as shown below.

Goal Two: CMSA will continually improve financial management practices to ensure transparency, financial sustainability, and sound fiscal principles.

Objective 2.2 Evaluate financial software replacement alternatives

Financial software procurement and implementation supports Objective 2.2 in the proposed FY20 Business Plan.

Attachment:

- Tyler Technologies License and Services Agreement (its Exhibits are not attached but are available at the Agency's office or on its website)



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Central Marin Sanitation Agency.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied, including, but not limited to the number of employees, the amount of data to convert, small vehicle fleet. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-

perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete

the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided,

contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL**

DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes.

If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Central Marin Sanitation Agency

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Central Marin Sanitation Agency
1301 Andersen Drive
San Rafael, CA 94901-5339
Attention: _____





BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Approved: Property Space Assessment Committee – Commissioners DiGiovanni and Kelly

Subject: **Draft License Agreement with Marin Airporter**

Recommendation: Approve the License Agreement with Marin Airporter, as presented or with revisions, and authorize the General Manager to sign it.

Summary: At the May meeting, the Board authorized staff to prepare a draft Property Lease Agreement with Marin Airporter, to park Marin Transit buses in a portion of the Agency's corporation yard and Airporter employee and non-revenue vehicles in the Agency's employee parking lot. Since then, staff has worked with the Larry Leporte, Marin Airporter CEO, and Bill McInerney, CMSA contract/construction attorney, to prepare a Site License Agreement (Agreement). The Board's recently formed ad hoc Property Space Assessment Committee (Committee) has reviewed and accepted the final draft Agreement, and recommends the Board approve it and authorize General Manager Dow to sign it.

Fiscal Impact: Monthly revenue is \$5,400, and projected revenue over the term of the Agreement is \$324,000. Staff and the Committee recommend this revenue be designated to fund the Agency capital improvement program, and be held in unrestricted capital reserves.

Discussion: Staff and Mr. Laporte used the 2006 CMSA/RVSD Property Lease Agreement as a template to prepare a first draft lease agreement between CMSA and Marin Airporter, and staff subsequently provided it to Mr. McInerney for review and comment. Concurrent to preparing the draft agreement, staff hired David Tattersall, with the Committee's concurrence, to appraise the Agency property for the parking uses. Marin Airporter has agreed to reimburse CMSA for the \$4,500 appraisal fee.

Mr. McInerney converted the draft lease agreement into a draft license agreement, which he stated is a more appropriate form of agreement for its intended parking uses. Staff has reviewed the Agreement with Mr. Leporte and the Committee, both of whose comments have been incorporated into it. The appraisal recommended a \$0.297 ft²/month fee, based on several comparators in central Marin County. In recognition of the Agreement assisting Marin

Transit with its parking needs and the parking is at an operational wastewater treatment facility, the Committee proposes reducing the monthly fee to \$0.27.

Key provisions in the Agreement include the following:

- Five year term with optional one year extensions
- Monthly license fee of \$5,400, based on 20,000 ft² use at \$0.27/ft²
- Specific site improvements that will be performed by CMSA and funded by Marin Airporter
- Corporation yard pavement rehabilitation, if needed, by Marin Airporter
- Comprehensive insurance and indemnification sections
- Alternate disputes resolution
- Access procedures in Exhibit B

At the time of the agenda packet publication, Exhibit B was in development. Staff will bring a draft of it to the meeting for Board review.

Background: Marin Transit has contracted with Marin Airporter for the past 13 years for the operation of eight daily bus routes in Marin County. Marin Airporter provides the drivers and operates and maintains the buses, and these buses are currently parked at a congested property on Lovell Avenue in San Rafael. Marin Transit and Marin Airporter have been looking for a secure site in central Marin to park up to 16 transit buses as well as non-revenue vehicles and bus driver personal vehicles. Marin Transit has 60 buses, and contracts for its entire bus route driving services. It has agreements with Golden Gate Transit for bus routes throughout the county, MV Transportation for the West Marin stage coach and Muir Woods shuttle, Whistlestop Wheels for Marin Access, and Michael’s Transportation for school bus services to White Hill Middle School.

Alignment with Strategic Plan: This action supports Goal 4 – Objective 4.2 in the Agency’s proposed FY20 Business Plan as shown below.

Goal Four: CMSA will lead or actively participate in collaborative efforts to address local and regional environmental opportunities and challenges.

Objective 4.2 Promote interagency coordination of projects and initiatives.

Action: Develop lease agreement for Marin Transit buses.

Attachment:

- Final draft Site License Agreement between CMSA and the Marin Airporter

**SITE LICENSE AGREEMENT BETWEEN
CENTRAL MARIN SANITATION AGENCY
AND
THE MARIN AIRPORTER**

This Site License Agreement ("License") is entered into by and between Central Marin Sanitation Agency ("CMSA") and the Marin Airporter ("Licensee") effective the date this License is executed by CMSA's General Manager.

WHEREAS, CMSA operates regional wastewater facilities on property located at 1301 Andersen Drive, San Rafael, CA (the "Property").

WHEREAS, the Property includes a corporation yard, a portion of which is vacant and currently not required for wastewater operations, that is capable of serving as a parking facility.

WHEREAS, Licensee is a California corporation under contract with the Marin County Transportation District ("MCTD") to operate public transit buses within the County of Marin. .

WHEREAS, Licensee is desirous of using a portion of CMSA's corporation yard for a parking facility to park its public transit buses and related operational vehicles, and a portion of the CMSA employee parking lot to park during the day limited number of its employees' personal vehicles and non-revenue vehicles.

WHEREAS, the provision of such parking arrangements by CMSA will result in significant operating efficiencies for certain transit bus routes in County of Marin, benefitting MCTD and the residents of Marin County.

NOW THEREFORE, CMSA and Licensee, in consideration of the mutual covenants, terms and conditions contained in this License, agree as follows:

1. **RECITALS**: The above cited recitals are incorporated into and made an integral part of this Agreement.

2. **SITE**: CMSA agrees to make available to Licensee the portion of its corporation yard and employee parking lot located on the Property and depicted in the attached Exhibit A ("Parking Area"), which shows the plan for the transit bus, non-revenue vehicle, and bus parking arrangements and the general location for a storage shed and portable toilet. The Parking Area is approximately 20,000 ft².

3. **LICENSE**: CMSA hereby grants to Licensee an exclusive License to use the Parking Area twenty-four (24) hours a day Monday through Sunday to park (i) up to sixteen (16) transit buses, (ii) non-revenue vehicles used in connection with transit bus services, and (iii) transit bus drivers' and supervisors' personal vehicles, and for pre- and post-trip inspections of transit buses and other similar activities (excluding vehicle maintenance including but not limited to the addition of any petroleum-based fluids to vehicle

engines) that are ordinarily incidental to the day to day check-in and check-out of transit buses. In connection with such use, Licensee shall be permitted to place a portable toilet and pre-fabricated storage shed (not to exceed 200 square feet) in the designated locations shown on Exhibit A - Parking Area. Licensee at its own expense shall service and maintain the portable toilet at all times during the term of this Agreement. Licensee's use of the Parking Area shall include the right to use fifteen (15) parking spaces identified on Exhibit A for its employees' personal-vehicle parking and non-revenue vehicle parking; provided, however, that Licensee's employees shall use such space only for passenger cars and light-duty pickup trucks, vans, and sport-utility vehicles, and no employee shall leave his or her personal vehicle in the Parking Area or the Property overnight. The Parking Area is approximately 20,000 square feet.

4. **ACCESS RIGHTS.** CMSA hereby grants Licensee the right of ingress and egress onto the Property in order to gain access to the Parking Area and to carry out the parking and other related operations set out in section 3. The Licensee's access shall be pursuant to CMSA's security policy and mutually agreed upon access procedures, which are set out in Exhibit B hereto.

5. **TERM:** The initial term of this License shall be five (5) years commencing on the date that the parties execute this Agreement. (the "Effective Date").

6. **OPTION FOR EXTENSION:** Licensee is given the option to extend the term of this License on all the provisions contained herein, except for the monthly license fee for successive one (1) year terms not to exceed five individual one (1) year extensions subject to (i) the Licensee giving written notice of the exercise of the option to CMSA at least five (5) months before the expiration of the Initial Term and at least sixty (60) days written notice before the expiration of any one (1) year term and (ii) the approval of the extension by CMSA's Board of Commissioners. Provided that if Licensee is in default on the date of giving the option notice or when the extended term is to commence, the option notice shall be totally ineffective and the license shall expire at the end of the Initial Term or the applicable extended one year term.

7. **INITIAL TERM LICENSE FEE:** Licensee shall pay CMSA, as a License Fee, for the first year of the License the sum of five thousand five hundred Dollars (\$5,500.00) on or before the first day of each calendar month. On the first anniversary of the Effective Date, and on each subsequent anniversary of the Effective Date during the term of this Agreement as it may be extended (each, an "Anniversary Date"), the license fee for the use of the Parking Area shall be increased by the CPI Percentage (as defined below). The "CPI Percentage" means the percentage increase from the last preceding Anniversary Date to the current Anniversary Date of the Consumer Price Index – All Urban Consumers (San Francisco, Oakland, San Jose Area: Base 1984 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). CMSA shall give Licensee written notice of any such increase in license fee as soon as practicable after each Anniversary Date. Should the Bureau of Labor Statistics discontinue the publication of the Index, or publish the Index less frequently than annually, CMSA shall adopt a commercially reasonable substitute index or procedure for determining the extent to which license fee is required to increase in order to take into account a general increase in consumer prices in the San Francisco Bay Area.

8. **PAVEMENT REHABILITATION.** At the end of the Initial Term, CMSA will evaluate the condition of the AC pavement within the Parking Area where the buses are parked. If CMSA determines the pavement is deteriorated due to the bus parking activities (beyond the normal weathering and wear and tear that would

have occurred if Licensee had not used the Parking Area), Licensee will pay for the pavement restoration, the scope of which will be determined by CMSA.

9. OPTION TERM LICENSE FEE: The License Fee payable by Licensee to CMSA, for each extended one (1) year term shall be increased by use of the same calculation as set out in Section 6 above.

10. INTERFERENCE: Licensee shall not use the Parking Area in any way which interferes with CMSA access to or use of the other areas of the Corporation Yard and /or the wastewater facilities located on the Property. Similarly, neither CMSA nor its employees, contractors, vendors, invitees or agents shall use the Parking Area or unreasonably interfere with the operations of Licensee within the Parking Area, including access to and from the Property. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, cease such interference. CMSA shall not be deemed to be interfering if any such requirements or prohibitions are imposed on the use of the Parking Area, access to the Parking Area and/or the Property as the direct result of another governmental agency.

11. CITY PERMITS. In the event that any use permit or other city permit is required for Licensee's use of the Parking Area as contemplated by this Agreement, Licensee and CMSA shall work cooperatively to secure such permits from the City of San Rafael. Licensee shall be responsible for payment of any city permit fees.

12. IMPROVEMENTS:

CMSA and Licensee agree that certain improvements to the CMSA facilities are necessary and desirable, as described below:

- a. The addition of an individual gate in the existing chain linked fence area for persons entering and exiting the corporation yard where the buses are parked. Licensee will reimburse CMSA for this work which will be constructed by a chain link fence installation contractor; and
- b. The addition of a separate, keycard (or similar) mechanism for opening the new corporation yard person gate that will be installed by CMSA staff. Licensee will reimburse CMSA for this work; and
- c. The addition of two security cameras to monitor the bus parking area. CMSA staff will install the cameras and Licensee will reimburse CMSA for the cost of this work; and
- d. An upgrade to the motor / opening mechanism for the treatment plant access gate. This cost will be shared equally between Licensee and CMSA; and
- e. Licensee may, in its discretion during the first two years of the Initial Term, contract at its expense with a licensed painter to stripe up to sixteen (16) parking stalls for the buses in the area identified for bus parking in Exhibit A- Parking Area.

In the event that CMSA terminates this Agreement in accordance with section 13 prior to the expiration of the Initial Term, CMSA shall refund to the Licensee, on a pro rata basis, the share of such costs paid by the Licensee. The amount of such refund shall be determined by multiplying the total amount of such costs paid by the Licensee by a fraction, the numerator of which shall be the number of days that would have remained in the Initial Term after the termination date, and the denominator of which shall be the total number of days in the Initial Term had the agreement not been terminated early.

(a) Licensee shall have the right, at its sole expense, to place, service as required and maintain within the Parking Area one (1) storage shed and one (1) portable toilet.

(b) Licensee shall, at Licensee's sole expense, keep and maintain the Parking Area in reasonable condition and repair that is commensurate with its planned use during the Initial Term and any Extended Terms, normal wear and tear excepted. Upon termination or expiration of this License, the Property shall be returned to CMSA in good usable condition, normal wear and tear excepted, with the storage shed and portable toilet removed from the Property. Immediately upon the return of the Property, CMSA shall assume full responsibility for the Property, including but not limited to its maintenance and security.

(c) Licensee shall have 24-hours-a-day, 7-days-a-week access to and use of the Parking Area at all times during the Initial Term and any Extended Term at no additional charge to the Licensee.

(d) CMSA, at its own cost, shall be solely responsible for maintaining and securing all of the remaining grounds and structures located at the Property.

13. TERMINATION. Except as otherwise provided herein, this License may be terminated or revoked as follows:

(a) upon sixty (60) days' written notice by CMSA if Licensee fails to cure a default other than the payment of amounts due under this License and upon thirty (30) days' written notice for failure to timely pay amounts, including but not limited to the License Fee, due under this License;

(b) immediately if Licensee notifies CMSA of unacceptable results, including but not limited to any title report, environmental or soil tests that indicate that the Licensee cannot use the Parking Area for its intended purposes or to use the Parking Area as it reasonably wants under the License, which shall not be unreasonably exercised;

(c) upon one hundred twenty (120) days' written notice by Licensee, if Licensee notifies CMSA that the State of California, County of Marin, City of San Rafael, or any governmental agencies and/or departments have or will impose requirements and/or conditions on Licensee's planned use of the Parking Area, which Licensee, in its sole discretion, determines will make its use of the Parking Area economically or operationally undesirable, which shall not be unreasonably exercised.

(d) if, during the term of this License or the Extended Term, the Parking Area and/or Property are destroyed or damaged by earthquake, flood, other natural disaster or vandalism and the repairs of such

destruction or damage are not fully covered by insurance, Licensee shall have the right to terminate this License upon thirty (30) days' notice to CMSA.

14. DEFAULT AND RIGHT TO CURE. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate or revoke this License on written notice pursuant to Section 17 hereof, to take effect immediately, if the other party fails to commence to correct and thereafter diligently complete the correction of said default within sixty (60) days after receipt of said notice of default excluding the payment of the License Fee, which shall be corrected within thirty (30) days. If a party has timely commenced and is diligently correcting the default but cannot complete the corrections within sixty (60) days; the time shall be reasonably extended to permit the completion of the corrections.

15. INSURANCE.

(a)(1) General Liability Insurance: Licensee shall procure and maintain at its cost at all times during this License a Commercial General Liability Insurance policy with coverage on an occurrence basis with limits of at least One Million Dollars (\$1,000,000) each occurrence and a Two Million Dollars (\$2,000,000.00) aggregate. Such insurance shall be endorsed to include: CMSA, its Board of Commissioners, employees, agents and volunteers as additional insureds as respects both the ongoing operations of Licensee and the work performed by or for the Licensee. Such insurance shall also include a statement that the insurance is primary and waives any right to contributions from insurance or other coverage purchased by, or on behalf of, CMSA unless the damages are caused by the CMSA's sole negligence or misconduct, and a requirement that the insurer will provide 30 days written notice of cancellation, non-renewal or any material reduction in coverage prior to such action taking effect.

(a)(2) Commercial Automobile Insurance: Licensee shall procure and maintain at its cost at all times during this License a Commercial Automobile Liability Insurance policy with coverage for its own buses, vans or automobiles with limits of at least Five Million Dollars (\$5,000,000.00) combined single limit. Such insurance shall be endorsed to include: CMSA, its Board of Commissioners, employees, agents and volunteers as additional insureds as respects both the ongoing operations of Licensee and the work performed by Licensee, a statement that the insurance is primary and waives any right to contributions from insurance or other coverage purchased by, or on behalf of, CMSA unless the damages are caused by CMSA's sole negligence or misconduct, and a requirement that the insurer will provide 30 days written notice of cancellation, non-renewal or any material reduction in coverage prior to such action taking effect.

(a)(3) Workers' Compensation Insurance: Licensee shall procure and maintain at its cost at all times during this License a Workers' Compensation Insurance policy with statutory limits, including Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) for any accident or occupational disease. Such insurance shall be endorsed to provide the following: A waiver of the right to subrogate against CMSA, its Board of Commissioners, employees, agents or volunteers unless damages are caused by CMSA's sole negligence or willful misconduct and a requirement that the insurer will provide 30 days written notice of cancellation, non-renewal or any material reduction in coverage prior to such action taking effect.

16. INDEMNIFICATION

(b)(1) Licensee shall indemnify and save harmless CMSA, its Board of Commissioners, agents, employees, and servants from any and all claims, suits, or actions of every name, kind, and description, judgments, cost and expenses, including reasonable attorney fees, brought for, or on account of: (A) injuries to or death of any person, including Licensee's employees, invitees, or any other group or individual accessing the Property to make use of or using the Parking Area pursuant to this license, or (B) damage to any property of any kind whatsoever and to whomsoever belonging located within the access way to and including the Parking Area, and (C) any other loss or cost, including but not limited to that caused by the concurrent passive negligence of CMSA, its Board of Commissioners, agents, employees, or servants, resulting from the Licensee's use of access way to and including the Parking Area pursuant to this Agreement, provided that this shall not apply to injuries or damage for which CMSA is liable by reason of its sole negligence or willful misconduct.

The duty of Licensee to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Licensee's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to Licensee and (ii) CMSA's granting to Licensee the right to control the defense and settlement of the same.

(b)(2) CMSA shall indemnify and hold harmless Licensee from and against any and all claims, damages, suits, or actions of every name, kind, and description, judgments, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the active negligent acts or omissions or willful misconduct by CMSA or its employees, agents, or contractors in the operations or activities on the Property. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to Licensee or anyone claiming through Licensee. CMSA's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to Licensee and (ii) Licensee's granting to CMSA the right to control the defense and settlement of the same.

Notwithstanding anything to the contrary in this License, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this License. Licensee shall not be responsible to CMSA, or any third-party, for any claims, costs or damages including, but not limited to fines and/or penalties attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property or any of the existing structures or improvements located on the Property.

17. NOTICES: All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. CMSA or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee, to:
Larry Leporte
Chief Executive Officer
Marin Airporter
8 Lovell Avenue
San Rafael, CA 94901
415 - 256-8833

If to CMSA, to:
Jason Dow
General Manager
1301 Andersen Drive
San Rafael, CA, 94901
415-459-1455 (Ext. 145)

18. QUIET ENJOYMENT, TITLE AND AUTHORITY. CMSA covenants and warrants to Licensee that (i) CMSA has full right, power and authority to execute this License; (ii) it has good and unencumbered title to the Property and the Parking Area; and (iii) execution and performance of this License will not violate any laws, ordinances, covenants, or License, or other agreement binding on CMSA. CMSA covenants that at all times during the term of this License that it will not license the use of the Parking Area to any other person or entity and that Licensee's quiet enjoyment of the Parking or any part thereof shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

19. ENVIRONMENTAL LAWS. CMSA represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Parking Area that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. CMSA and Licensee shall not introduce or use any Hazardous Substance on the Parking Area in violation of any applicable law. CMSA shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other re-licenses of any Hazardous Substance not caused solely by Licensee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the re-emission of any Hazardous Substance into the environment (collectively, "Actions"), that relate directly to indemnitor's activities on the Property. This Section 19 shall survive the termination or expiration of this License.

20. JURISDICTION. This Agreement is made and entered into in Marin County in the State of California and shall be interpreted, construed, and enforced in accordance with the laws of the State of California without reference to its choice of laws rules.

21. ALTERNATE DISPUTE RESOLUTION.

(a) **DIRECT DISCUSSIONS.** If the Parties cannot reach resolution on a matter relating to or arising out of the dispute within ten (10) working days from the written notification of a dispute, CMSA's General Manager and the Licensee's CEO shall meet within ten (10) working days to endeavor to reach resolution. If the matter remains unresolved after fifteen (15) working days from the date of first discussion, or if either party refuses to engage in direct discussions, the Parties shall proceed with mediation.

(b) **MEDIATION**. If the above direct discussions do not result in resolution of the dispute, either party may demand in writing that the other party mediate the dispute. The parties shall endeavor to choose a mutually acceptable private mediator. If they are unable to do so, the parties shall proceed with mediation through the American Arbitration Association ("AAA") current Commercial Industry Mediation Rules. The mediation shall be convened within sixty (60) calendar days from the date the mediator is selected. Either Party may terminate the mediation at any time by written notice to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

22. MISCELLANEOUS.

(a) The prevailing party in any litigation (other than mediation in accordance with section 21) arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This License constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both parties.

(d) In the event of any unresolved legal dispute between the parties that cannot be resolved in accordance with section 21, any action shall be filed in the Superior Court of California, for the County of Marin.

(e) If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. The Agreement has been jointly prepared and any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.

(g) This License may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) The Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that **Exhibit A** (a map of the Parking Area) and **Exhibit B** (mandatory access procedures), are attached to this License in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have

been attached hereto in preliminary form, may be replaced by Licensee with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

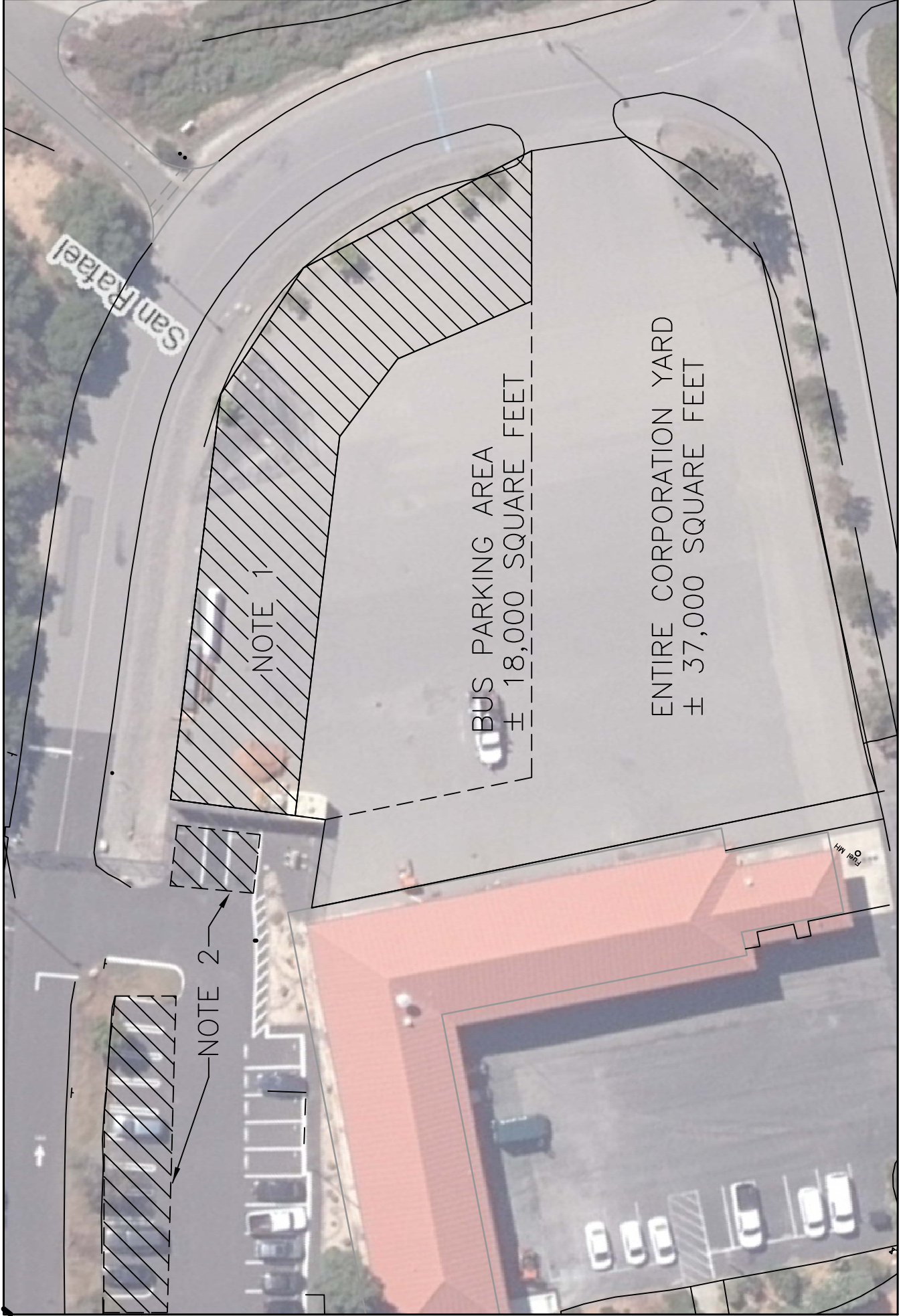
(i) All Exhibits attached to this Agreement are incorporated by reference. Any modifications or amendments to this Agreement shall only be effective if approved in writing by each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date notwithstanding the date of signature set forth opposite their signature:

CENTRAL MARIN SANITATION AGENCY By: _____ Jason Dow, General Manager Date:	MARIN AIRPORTER, INC. By: _____ Larry Leporte, CEO Marin Airporter Date:
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CMSA LICENSE AGREEMENT JULY (), 2019

EXHIBIT A - PARKING AREA



CENTRAL MARIN SANITATION AGENCY

NOTE 1 - LOCATION FOR BUSES, STORAGE CONTAINER, AND PORTABLE TOILET

NOTE 2 - PARKING IS FOR BUS DRIVER VEHICLES AND NON-REVENUE VEHICLES, APPROXIMATELY 2,000 SQUARE FEET



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manager

Subject: New Cogeneration System Prepurchase Evaluation Criteria

Recommendation: Review and accept the proposed evaluation criteria for the prepurchase of the new cogeneration system.

Discussion: In May 2019, the Board authorized the General Manager to prepare a cogeneration system prepurchase contract and solicit proposals from qualified suppliers. In June 2019, the Board approved a professional services agreement with Carollo Engineers to prepare the final design contract for the Cogeneration System Installation Project, including preparation of the prepurchase specifications and Request for Proposal (RFP) documents. Staff and Carollo Engineers developed the proposed evaluation criteria, shown in the table below, that will be included in the RFP documents issued to qualified suppliers.

Item	Proposed Prepurchase Proposal Evaluation Criteria	Proposed Point Range ¹
1	<ul style="list-style-type: none"> - Minimum engine efficiency - Ability/guarantee to meet BAAQMD emissions limits - Proven track record on biogas and California reference installations - Proven track record on real-time biogas/natural gas blending - Meeting all minimum requirements of CMSA's technical specifications 	Pass/Fail Only suppliers that receive a 'pass' will be evaluated ²
2	Supplier's location, references, and statement of experience: This includes a description of experience directly related to carrying out the successful manufacture (or supply) and delivery of the equipment per the specifications, demonstrated by specific examples of deliveries of this type of equipment to other municipalities, including meeting promised delivery schedules. Evaluation criteria also includes checking for references and taking into account the location of the suppliers closest service facilities and the proposed lead times to provide major spare parts to CMSA.	0-15

3	Supplier's responsiveness to the RFP specifications: This includes the proposal's completeness, clarity, detail, and conformance to the specifications, including comprehensive explanation(s) of deviations and exceptions, if any.	0-10
4	Cogeneration System Package Capital Cost: The one-time capital cost to purchase the engine generator package and associated items.	Up to 55
5	Cogeneration Engine Maintenance Cost: Information about ongoing preventative maintenance related costs and service intervals to allow for a Net Present Value comparison of each system.	Up to 20

- 1) The final point weighting of each criterion would be finalized by staff only after the supplier proposals are received, so that CMSA maintains the flexibility to adjust the final point weighting based on any new information that may be learned from the supplier's proposals.
- 2) Based on research conducted by Carollo Engineers, it appears that there may be only two suppliers that can provide a cogeneration system of the desired capacity and meet the RFP requirements. There are thought to be around 3-5 other engine suppliers around the world that could potentially supply a system with the desired capacity, however none of those are thought to be able to meet the RFP's minimum qualification requirements.

With the Board's concurrence on the proposed evaluation criteria components, the prepurchase documents are expected to be issued to qualified suppliers in early August 2019 with bids due early September 2019. Staff expects to bring a cogeneration system purchase recommendation at either the September or October 2019 Board meeting.

Alignment with Strategic Plan: This activity supports Goal 1 – Objective 1.4 and Goal 3 – Objective 3.1 in the Agency's FY19 Business Plan as shown below.

Goal One: CMSA will continue to operate and maintain its wastewater facility to produce high quality effluent and biosolids, with a changing regulatory environment.

Objective 1.4 Deliver projects from the Agency Facilities Master Plan

Goal Three: CMSA will further incorporate green business principles and consider renewable resource opportunities in its short-and long-term planning.

Objective 3.1 Implement steps to supply the Agency's extra power



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: **Primary Sludge Management Evaluation with the Sausalito Marin City Sanitary District**

Recommendation: Authorize staff to evaluate CMSA receiving primary sludge from the Sausalito Marin City Sanitary District, and if feasible and viable for both agencies, to prepare a draft service agreement.

Summary: Sausalito Marin City Sanitary District (SMCSD) and staff have engaged in preliminary discussions about CMSA accepting delivery of SMCSD's primary sludge for processing. If receiving the sludge is determined to be feasible, allowed by the Regional Water Resources Control Board, and approved by the SMCSD and CMSA Boards, this arrangement will provide benefits to both agencies. Jeff Kingston, SMCSD's General Manager, sent the attached letter requesting CMSA's further consideration of this sludge receiving opportunity.

Fiscal Impact: CMSA will receive a tipping fee for receiving and processing the SMCSD primary sludge, and it will increase biogas production. Costs associated with the additional biosolids management will be considered when developing tipping fee alternatives.

Discussion: SMCSD's wastewater treatment plant is located in the City of Sausalito, perched over the San Francisco Bay, next to Ft. Baker. The treatment plant is currently under construction for significant process and equipment upgrades and expansion of its treatment capacity. A planned future capital improvement project is to retrofit its primary digester and sludge handling facility, with an estimated capital cost of about \$1 million.

SMCSD and CMSA staff have met to discuss the possibility of CMSA receiving the SMCSD primary sludge, approximately 5,000 gallons per day, for anaerobic digestion, sludge dewatering, and biosolids reuse. CMSA easily has the digestion and dewatering capacity to accept the SMCSD sludge. On average CMSA produces 26,760 gallons of primary sludge per day, and feeds the two digesters with 54,277 gallons of wastewater sludge and organic slurry each day. Given the current digesters loading volume and their maximum processing capacity, they are approximately operating at 55% capacity. Assuming the SMCSD sludge is similar strength to the CMSA material, it will require an additional 5% of digester capacity, leaving about 40% capacity for increased future organic waste loading.

For the potential sludge receiving service, CMSA will incur additional biosolids management fees, but the digesters will produce additional biogas for cogeneration to produce renewable power for internal use and eventually sale to MCE. Additionally, the ratio of wastewater solids to organic waste loading for digestion will increase, allowing CMSA to increase the to-be-determined volatile solids loading limit from delivered organic materials.

If feasible, benefits to SMCSD include avoiding the future capital expenditure for the digestion and solids handling capital work, and possibly lower solids management costs.

If the staff recommendation is approved by the Board, SMCSD will plan and schedule a pilot sludge delivery program to better approximate their operation costs and savings, and CMSA will determine the best location to receive the sludge and prepare tipping fee alternatives for discussion with SMCSD.

Alignment with Strategic Plan: This activity is a strategic action to support Goal 3 – Objective 3.1 in the Agency’s FY19 Business Plan as shown below.

Goal Three: CMSA will further incorporate green business principles and consider renewable resource opportunities in its short-and long-term planning.

Objective 3.1: Implement steps to supply the Agency’s extra power.

Action: Identify potential organic waste sources within the region to increase biogas production.

Attachment:

- June 19, 2019 letter from SMCSD



SAUSALITO-MARIN CITY SANITARY DISTRICT

1 EAST ROAD • SAUSALITO, CALIFORNIA 94965
OFFICE 415.332.0244 • PLANT 415.332.0240 • FAX 415.332.0453

General Manager
Jeffrey Kingston

Office Manager/District Secretary
Catherine Bondanza

Directors
Dan Rheiner, *President*
William Ring, *Vice President*
Ann Arnott
Don Beers
James DeLano

June 19, 2019

Jason Dow
General Manager
Central Marin Sanitation Agency
1301 Anderson Dr.
San Rafael, CA 94901

Subject: Letter of Interest - SMCSA Bio-Solids Management

Dear Jason,

As a follow up to our previous conversations regarding biosolids management, we would like CMSA to consider receiving raw sludge from SMCSA. We would like to deliver by truck our daily production of approximately 5,000 gallons per day of thickened primary solids to CMSA for digestion and biogas production.

We have started a feasibility analysis to understand the cost/benefits of transporting our raw sludge to a nearby facility in lieu of continuing anaerobic digestion, sludge dewatering and disposal operations. I also understand that the current regulatory environment allows agency to agency raw sludge transfer.

Please let us know if this proposal is of interest to you and your agency.

Sincerely

A handwritten signature in black ink, appearing to read "JK", is written over the word "Sincerely".

Jeffrey Kingston
General Manager



BOARD MEMORANDUM

July 5, 2019

To: CMSA Commissioners and Alternates
From: Kate Brouillet, Administrative Assistant
Approved: Jason Dow, General Manager
Subject: July Informational Items

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

- A. Letter dated May 31, 2019 to Kristine Harris, California Department of Corrections and Rehabilitation
Re: Wastewater Services Agreement at San Quentin State Prison Amendment Agreement

- B. Letter dated June 17, 2019 to Anna Gallagher, California Regional Water Quality Control Board
Re: Monthly Self-Monitoring Report (SMR) – May 2019



**CENTRAL MARIN
SANITATION AGENCY**

A

Jason R. Dow, P.E.
General Manager
www.cmsa.us

1301 Andersen Drive, San Rafael, CA 94901-5339

Telephone No. (415) 459-1455

Fax No. (415) 459-3971

June 12, 2019

Ms. Kristine Harris
California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

**Subject: Wastewater Services Agreement at San Quentin State Prison Amendment
Agreement Number: 5600004654**

Dear Ms. Harris:

Central Marin Sanitation Agency's Board of Commissioners approved the Amendment to the San Quentin Wastewater Services Agreement between CMSA and the California Department of Corrections and Rehabilitation (CDCR) at their Board meeting on Tuesday, June 11, 2019. The Board authorized me to sign the Agreement and transmit it to you with the other required contract documents.

Attached are two signed copies of the Agreement forms – please send me a copy of the executed Agreement. CMSA looks forward to continuing the good working relationship with CDCR and providing wastewater services for the San Quentin State Prison property.

If you have any questions please do not hesitate to contact me at (415) 459-1455, extension 145, or via email at jdow@cmsa.us.

Sincerely,



Jason Dow, P.E.
General Manager



June 17, 2019

California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Attention: Anna Gallagher

Subject: **Monthly Self-Monitoring Report (SMR) – May 2019**

The May 2019 monthly self-monitoring report for the Central Marin Sanitation Agency (CMSA) treatment plant has been submitted using the eSMR /California Integrated Water Quality System (CIWQS). This SMR conforms to CMSA’s NPDES Permit, Order #R2-2018-003.

Violations

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

Blending Events

The CMSA treatment facility did exceed the maximum secondary capacity of 30 MGD, resulting in one blend event occurring over two (2) calendar days for a total of 15.9 hours in May. Analytical data pertaining to these blend events are below and are included within the eSMR CIWQS data submittal.

Table 1: Blend Final Effluent (EFF-002b) Analytical Summary

Blending Date	Plant Flow (Daily Average)	Blending Volume	Start Time	End Time	TSS	pH (Daily Min)	pH (Daily Max)	Enterococcus	Enterococcus Geomean	Total Coliform	Total Coliform Geomean	Chlorine, Total Residual (Daily Max)
	MGD	MGD										
5/18/19	17.62	0.40	2055	2359	8	6.5	7.0	ND		2.0		ND
5/19/19	26.71	1.69	0000	1250	5	6.4	6.9	2.5	1.6	ND	2.0	ND

Data Validation

All regulatory daily, weekly, and monthly quality control calibrations/checks conducted during the month of May met established quality assurance acceptance criteria, except those indicated below.

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

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



Loren C. Finton
Treatment Plant Manager