

FATS, OILS, & GREASE (FOG) SOURCE CONTROL PROGRAM AGREEMENT

Between the Ross Valley Sanitary District and Central Marin Sanitation Agency

This Agreement is between the CENTRAL MARIN SANITATION AGENCY (hereinafter referred to as CMSA), and ROSS VALLEY SANITARY DISTRICT (hereinafter referred to as RVSD).

WHEREAS, RVSD received a 13267 letter from the San Francisco Regional Water Board in July 2005 requiring it to develop a Sewer System Management Plan (SSMP), which includes a Fats Oils and Grease (FOG) program; and

WHEREAS, the State Water Resources Control Board issued on May 2, 2006 a Statewide General Waste Discharge Requirement, for all collection system agencies within the State, that requires each to prepare an SSMP and a source control program for FOG, if FOG is determined by the collection system agency to be a contributor to sewer overflows; and

WHEREAS, RVSD has determined that specific identified areas within its collection system require routine maintenance and cleaning (“hot spots”) to remove FOG; and

WHEREAS, CMSA employs source control staff to regulate and enforce the pretreatment and pollution prevention programs within its service area, and CMSA has a comprehensive FOG Ordinance (Ordinance) and related administrative and enforcement documents; and

WHEREAS, RVSD and CMSA entered into an agreement in February 2013 for CMSA to develop, implement, manage, and administer a FOG source control program (Program) within RVSD’s service area, under authority of the Ordinance; and

WHEREAS, RVSD’s Program has been fully developed and the regulated FSEs in its service area are in compliance with the Ordinance; and

WHEREAS, now RVSD and CMSA desire to update the 2013 Agreement to reflect the current state of the Program and its ongoing administration; and

NOW, THEREFORE, it is agreed as follows:

1. **Definitions:**

- Source control - Inspections, permits, education, enforcement and other activities for the purpose of reducing or eliminating discharge of pollutants of concern (in this case FOG) to the sanitary sewers.

- Food Service Establishment (FSE) - Includes any facility preparing and/or serving food for commercial use or sale. This includes restaurants, cafes, lunch counters, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, catering kitchens, bakeries, grocery stores with food preparation (excluding stores with only food warming operations), meat cutting and preparation, and other food handling facilities.
 - Grease Removal Device (GRD) - A grease trap (smaller, in kitchen) or grease interceptor (larger, outside) installed on FSE kitchen drains.
 - Sewer system "hot spot"- A location in the sanitary sewer system that requires significantly increased maintenance to prevent FOG-related line blockages and/or where FOG-related sewer overflows have occurred.
 - "Blanket" FOG program - A FOG source control program where all identified FSEs are regulated.
 - "Targeted" FOG program - A FOG source control program where the FSEs regulated are only those that are upstream of a documented sanitary sewer system "hot spot."
 - Hauling manifest - A form documenting maintenance (grease pumping) of a grease interceptor or trap.
2. **FOG Program:** The Program will regulate, through source control activities, the FSEs that are located upstream of any documented sanitary sewer system "hot spot". The "targeted" Program may be expanded in the future, as requested by RVSD, to a "blanket" Program that would require regulation of all FSEs in the RVSD service area.
3. **Scope of Services:** CMSA hereby agrees to provide the following services:
- Maintaining a current database of the FSE information in the RVSD service area.
 - As needed, conduct FSE plan review in coordination with Marin County Environmental Health Services for GRD installation compliance with the Ordinance.
 - Notify new and remodeled FSEs of the Program requirements in Ordinance
 - Maintain the Program. Tasks will include issuing FSE FOG permits, performing field inspections to verify that appropriate GRDs are installed, and that FSEs are in compliance with the Ordinance provisions.
 - Implement accelerated monitoring to address chronic non-compliant FSEs. Accelerated monitoring may involve up to monthly FSE inspection to facilitate compliance with the Ordinance provisions.

- Provide on-going administration of the Program. This will include on-going coordination with RVSD staff to maintain current FSE information, perform periodic inspections of FSEs, and perform follow-up inspections and enforcement actions as needed.
4. **Quarterly Report:** CMSA shall keep and maintain records of expenditures, FSE inspection reports, FOG hauling manifests, and other pertinent program documentation. CMSA shall provide RVSD with a quarterly report of the FOG program activities.
 5. **Compensation:** RVSD shall reimburse CMSA quarterly for work performed under this agreement. Reimbursement shall be based on the current weighted hourly rates of the CMSA staff performing the work, plus a 10% overhead rate. Rates will be included in the annual budget.

In the event it is necessary for CMSA personnel to work overtime, as authorized by RVSD, the overtime hours shall be reimbursed at one and one-half times the weighted hourly rate plus overhead.

CMSA personnel shall use CMSA vehicles for all work performed under this agreement. RVSD shall reimburse CMSA monthly for actual mileage on CMSA vehicles for work under this agreement. The mileage will be reimbursed at the IRS mileage rate for the current calendar year.

CMSA will adjust weighted hourly rates within a budget year to account for CMSA cost of living adjustment (COLA) and equity salary adjustments.

6. **Budget Estimate:** CMSA shall develop an estimated annual budget for the Program. The budget is an estimate and may vary depending on enforcement measures needed as a result of discharger violations, scope of work desired by RVSD, and other requested services. The draft budget will be submitted by May 1st.
7. **Liability:** Both parties agree to hold the other free and harmless from all claims arising from this Agreement for damage to persons or property except those resulting from negligence on the part of either party.
8. **Reporting:** RVSD shall be responsible for meeting regulatory FOG reporting requirements. At RVSD's request, CMSA can assist with preparing or can prepare the FOG reports.
9. **Term:** This Agreement shall take effect the day after it is signed by the last signatory and shall remain in full force and effect from year to year unless the Agreement is terminated by either party by providing the other party a 90 days written notice of the intention to terminate the Agreement. In the event either party delivers to the other a 90 day written notice, this Agreement shall terminate 90 days after the date of the written notice unless the parties agree to a longer or shorter termination period.

10. **Independent Contractor:** The status of CMSA is that of independent contractor having control of its work and the manner in which it is performed. CMSA, its employees and agents are not considered to be officers, employees, or agents of RVSD.
11. **Reports, Plans and Documents:** All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be the property of RVSD. However, CMSA may retain a copy for its records. In addition, data prepared or obtained under this Agreement shall be made available, upon request, to RVSD at no cost. Historical data retention for all FOG related activities shall be maintained by CMSA for five calendar years.
12. **Notices:** All written notices permitted or required under the terms of this Agreement shall be addressed as follows:

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

If to the RVSD: Steve Moore, General Manager
Ross Valley Sanitary District
2960 Kerner Blvd.
San Rafael, CA 94901

Ross Valley Sanitary District



Mary Sylla, Board President

Date: 6/21/21

Central Marin Sanitation Agency



Michael Boorstein, Commission Chair

Date: 7/13/21