

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

**Between Sanitary District No. 1 of Marin County
and Central Marin Sanitation Agency**

This Agreement is between the CENTRAL MARIN SANITATION AGENCY (hereinafter referred to as CMSA), and SANITARY DISTRICT NO.1 of MARIN COUNTY (hereinafter referred to as SD1).

WHEREAS, SD1 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, SD1 has determined that specific identified areas ("hot spots") within its collection system require routine maintenance and cleaning to remove FOG; and

WHEREAS, in September 2006, CMSA adopted Ordinance 2006-2 "An Ordinance Regulating the Acceptance of Fats, Oils and Grease (FOG) Into the Water Pollution Control System of the Central Marin Sanitation Agency" , and on August 2007, CMSA adopted Ordinance 2007-1 "An Ordinance Clarifying and Complementing the CMSA FOG Ordinance". The FOG Ordinances establish the authority and procedures for a FOG Control Program in the CMSA service area. The FOG Ordinances are effective in, and only in, the service area of each of the CMSA member agencies which choose to make it effective by a resolution of their governing Board; and

WHEREAS, CMSA employs source control staff to regulate and enforce the regional pretreatment and pollution prevention programs within its service area, and has developed and is currently administering FOG source control programs for San Rafael Sanitation District, Sanitary District #2, Las Gallinas Valley Sanitary District, and Tamalpais Community Services District; and

WHEREAS, in April 2007, SD1 and CMSA entered into an Agreement for CMSA to develop, implement, manage, and administer a FOG source control program within SD1's service area, and on April 3 2007, SD1 passed Resolution No. 1284 making the CMSA FOG Ordinance 2006-1 effective within the SD1 service area; and

WHEREAS, CMSA developed SD1's FOG source control program and administered the program until May 2012 when the 2007 Agreement was terminated; and

WHEREAS, SD1 has completed an evaluation process of its options to administer the FOG source control program, and has determined contracting with CMSA is both economical and efficient; and

WHEREAS, SD1 and CMSA now desire to enter into an agreement for CMSA to manage and administer the SD1 FOG source control program, under authority of the CMSA FOG Ordinances; 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. The FOG control element of the SD1 SSMP includes a preventive cleaning schedule for areas in the sanitary sewers subject to FOG problems, in addition to the source control activities described in 2 and 3 below. These source control activities will reduce the amount of preventive cleaning needed in the 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 - 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 lines that requires 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 SD1 FOG Control Program will regulate, through source control activities, the Food Service Establishments (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 SD1, to a "blanket" program that would require regulation of all FSEs in the SD1 service area.
3. **Scope of Services:** CMSA hereby agrees to provide the services in the attached Exhibit A, that includes:
- Maintaining a database of the FSE information in the SD1 service area.
 - Work with SD1 staff to identify and document new FOG "hot spots" in the sewer system.
 - Notify new and remodeled FSEs of the FOG Control Program and the requirements of the FOG Ordinances.
 - Implement the FOG control program for new and remodeled FSEs. Tasks will include issuing FSE FOG permits and performing field inspections to verify that appropriate grease removal devices are installed and that the FSEs are in compliance with the FOG Ordinance provisions.
 - Provide on-going administration of the SD1 FOG Control Program. This will include on-going coordination with SD1 staff to maintain current information on "hot spots," perform periodic inspections of permitted FSEs, and perform follow-up inspections and enforcement actions as needed.
4. **Monthly Report:** CMSA shall keep and maintain records of expenditures, FSE inspection reports, FOG hauling manifests, and other pertinent program documentation. CMSA shall provide SD1 with a quarterly report of the FOG program activities. Quarterly reports will be submitted during the second weeks of January, April, July, and September.

5. **Compensation**: SD1 shall reimburse CMSA quarterly for work performed for SD1 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. CMSA will adjust weighted hourly rates within a budget year to account for CMSA cost of living (COLA) and equity salary adjustments.

a. In the event it is necessary for CMSA personnel to work overtime, as authorized by SD1, the overtime hours shall be reimbursed at one and one half times the weighted hourly rate plus overhead.

b. CMSA personnel shall use CMSA vehicles for all work performed under this agreement. SD1 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.

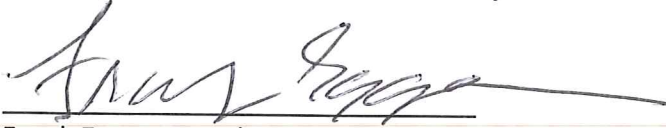
c. During the course of a fiscal year, if CMSA estimates that the annual program expenditures are projected to exceed \$25,000, the SD1 Board will consider approval of the additional projected expenses for the current fiscal year. SD1 will schedule the expenditure discussion and consideration at their Board meeting following the date when the expense estimate was provided by CMSA. In the event that the RVSD Board does not authorize the additional expenditures, CMSA and SD1 will amend the fiscal year's remaining scope of work to keep the annual program expenses less than \$25,000.

6. **Budget Estimate**: CMSA shall develop an estimated annual budget for the FOG Control 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 SD1, and other requested services. The draft budget will be submitted by May 1st and include adjustments to CMSA staff hours and weighted rates, and estimated program costs.

If the SD1 Board approves an annual program budget that is greater than \$25,000, that fiscal year's expenditure amount in Section 5.c will be increased to the approved budget amount.


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.

Sanitary District No.1 of Marin County



Frank Egger, Board President

Date: 2-12-13



Mary Sylla, Alternate Board Secretary

Date: 2/8/13

Central Marin Sanitation Agency



John Dupar, Commission Chair

Date: 2/12/2013



Albert Boro, Commission Secretary

Date: 2/21/13