Marin County
Local Agency Formation Commission
Regional Service Planning | Subdivision of the State of California

REQUEST FOR PROPOSALS

Feasibility Study for the Possible Consolidation of the Member Agencies and Dissolution of the Joint Powers Authority of the Central Marin Sanitation Agency

Issuance Date
Friday, November 6th, 2026

Submittal Deadline
Friday, December 11th, 2026

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Proposal Overview

The Marin County Local Agency Formation Commission (Marin LAFCo) is seeking a comprehensive Feasibility Study to evaluate the formal consolidation of the three member agencies of the Central Marin Sanitation Agency (CMSA) joint powers authority: Ross Valley Sanitary District (RVSD), Sanitary District No. 2 of Marin County (SD2), and San Rafael Sanitation District (SRSD).

Currently, wastewater services in central Marin County are bifurcated. RVSD, SD2, and SRSD independently operate collection systems, while CMSA, a Joint Powers Authority (JPA) formed by these agencies, handles regional wastewater treatment and disposal. The goal of this study is to comprehensively review the existing operational, financial, and governance structures, and to determine the technical feasibility and municipal benefits of dissolving the JPA and the three collection agencies, and to consolidate all four entities into a single, newly formed independent special district providing both collection and treatment.

The final report will be the subject of review by LAFCo, the member agencies, and the public, and will form the evidentiary basis for fiscal determinations, statutory reorganization findings, and potential spheres of influence updates. The final report will become the property of LAFCo and the CMSA member agencies.

Proposal Timeline

Responses to this Request for Proposals (RFP) must be submitted in writing and received by Marin LAFCo no later than 4:00 p.m. Pacific Standard Time (PST) on Friday, December 11, 2026. No changes or adjustments to the deadline shall be made without a written addendum to this RFP signed by Marin LAFCo's Executive Officer and circulated to all potential respondents. Proposal submittals by e-mail are encouraged and should be directed to Executive Officer Jeren Batchelder-Seibel at jseibel@marinlafco.org.

An outline of the proposal's key dates is shown in the table below. Marin LAFCo reserves the right to adjust this timeline as it deems necessary. Notification of adjustments to the timeline shall be provided to all respondents.

Action	Dates
RFP Issued	Friday, November 6, 2026
Deadline for Questions	Wednesday, November 25, 2026
Responses posted to all questions	Wednesday, December 2, 2026
Deadline to Submit Proposals	Friday, December 11, 2026
Invitations for Interviews to Consultants	Wednesday, December 23, 2026
Interviews with Selected Consultants**	Thursday, January 7, 2027
Recommendation Presented to Committee	Thursday, January 21, 2027
Marin LAFCo Approval of Consultant	Thursday, February 11, 2027
Consultant to Begin Work	Thursday, April 1, 2027

** Interviews, if needed, will be conducted by video conferencing.

Agency Profile

Marin LAFCo is an agency authorized by the State of California and has been delegated regulatory and planning powers in matching municipal services with community needs. This includes managing governmental boundary lines by approving or disapproving proposals involving the formation, expansion, consolidation, or dissolution of cities, towns, and special districts. Marin LAFCo also regularly conducts studies to evaluate the level and range of local governmental services in step with informing its regulatory duties. In all, Marin LAFCo has explicit jurisdiction over sixty-two local governmental agencies divided between six cities, five towns, 30 independent special districts (i.e., directly elected board members), and twenty-one dependent special districts (i.e., appointed board members from other governmental agencies).

Decision-making at Marin LAFCo is directly vested with the seven member Commission. Representation on the Commission is also divided between four distinct appointee categories: (a) two appointees from the County of Marin, (b) two appointees from cities/towns, (c) two appointees from the independent special districts, and (d) one appointee from the general public. In addition, there is one alternate member for each of the four categories. State law specifies that all Commission members shall exercise their independent judgment on behalf of the interests of the public as a whole and not on behalf of their appointing authorities.

The Central Marin Sanitation Agency (CMSA) was established in 1979 as a joint powers authority (JPA) under Section 6500 of the California State Government Code. The JPA provides wastewater and biosolids treatment and disposal to the three member agencies that comprise the authority: Ross Valley Sanitary District (RVSD), San Rafael Sanitation District (SRSD), and Sanitary District No. 2 of Marin County (SD2). The member agencies share the capacity and financial obligations of CMSA, with the JPA agreement structuring these cost allocations based on wastewater flow, wastewater flow and strength, or equivalent dwelling units rather than fixed ownership shares. CMSA is also contracted by the State of California to treat and dispose of wastewater received from the San Quentin Rehabilitation Center, and also by the County of Marin for the operation and maintenance of the San Quentin Village Sewer Maintenance District. The JPA's service area encompasses approximately 36.5 square miles. CMSA also has contracts with several agencies in Marin County to provide pollution prevention and source control services, with SD2 to operate and maintain its 19 wastewater pump stations with their force mains, and a recent functional consolidation contract with SRSD wherein CMSA manages and operates the district. Additionally, CMSA has public-private partnerships with two solid waste companies to receive commercial food waste, which is used to produce renewable power. CMSA is energy self-sufficient and sells power to Marin Clean Energy.

The Ross Valley Sanitary District (RVSD) was formed in 1899 as an independent special district under Section 6400 of the California State Health and Safety Code. RVSD provides wastewater collection to the Town of Fairfax, the Town of Ross, the Town of San Anselmo, the City of Larkspur, and the unincorporated communities of Sleepy Hollow, Kentfield, and Greenbrae. The District serves a population of approximately 45,660 and has over 15,900 service connections. In total, the District's

sewer infrastructure is composed of approximately 199 miles of mainline and trunk line, 19 pump stations, and 7.3 miles of force main pipe. The District's jurisdictional boundary encompasses just under 27 square miles.

The San Rafael Sanitation District (SRSD) was formed in 1947 as a dependent special district under Section 4700 of the California State Health and Safety Code. SRSD provides wastewater collection to the central and southern areas of the City of San Rafael, including the unincorporated areas of Country Club, Bayside Acres, and California Park. The District in effect covers the portion of San Rafael south of Puerto Suello Hill to the southerly city limit. In total, the District's sewer infrastructure is composed of approximately 130 miles of gravity sewer line, 32 pump stations, and 13 miles of force main pipe. The District serves a population of approximately 43,300 through 11,022 service connections. The jurisdictional boundary encompasses just over 12.9 square miles.

Sanitary District No. 2 of Marin County (SD2) was formed in 1901 as an independent special district under Section 6400 of the California State Health and Safety Code. SD2 was reorganized into a dependent subsidiary district of the Town of Corte Madera on January 15, 1969. The District provides wastewater collection to the Town of Corte Madera as well as a portion of the Town of Tiburon along Paradise Drive, a small number of parcels in the City of Larkspur, the unincorporated Greenbrae area, and the unincorporated area of Paradise Cay. In total, the District's sewer infrastructure is composed of approximately 45 miles of gravity sewer line, 19 pump stations, and 4 miles of force main pipe. The District serves a population of approximately 12,415 through 6,000 service connections. The District's jurisdictional boundary encompasses just under 3.9 square miles.

Area of Interest

The project scope encompasses central Marin County, specifically the contiguous jurisdictional boundaries of RVSD, SD2, and SRSD, alongside the regional CMSA treatment facility located at 1301 Andersen Drive, San Rafael.

Scope of Services

Marin LAFCo will be the client of record, working collaboratively with the aforementioned wastewater agencies to secure an independent and impartial report. The Districts have formed a Consolidation Committee of the agencies supported by a Technical Advisory Group which will advise and work closely with Marin LAFCo.

Unless otherwise stated in the final contract, the consultant will be responsible for all data collection and analysis and may be asked to provide support to LAFCo staff in the presentation of all produced reports to each respective governing body. Marin LAFCo understands that the selected consultant may choose to utilize (subcontract) the services of other firms for specific areas of expertise. Management, oversight, and compensation of any subcontractors is the sole responsibility of the primary contractor. The consultant will pick a base year for all revenue and cost data that is available at the start of the project. The consultant will be expected to complete the following tasks:

<u>Task 1 – Assessment of Existing Conditions (Baseline for All Participating Systems)</u>

Financial Evaluation: Document agency assets, revenue sources, user rates, annual budget allocations, reserve funds, pension and OPEB liabilities, outstanding debt, and short- and long-term capital plans and current authorized staffing levels. Utilize existing reports as much as possible to reduce staff involvement. Determine options to protect each Party's previously collected reserve funds from being used by another Party. Determine appropriate period(s) for cost of sewer services to equalize between districts.
Inventory and Mapping: Review GIS data, system maps, computerized maintenance management systems (CMMS), and infrastructure ages.
Condition Assessment: Conduct high-level technical evaluations or review existing studies and risk-based assessment procedures and programs for wastewater and collection facilities.
Service Level: Determine the current service level by each Party and what would be the starting service level of a consolidated district.
Planning Considerations: Identify regional environmental benefits and overlapping regulatory requirements.
Comparison of Enabling Legislations for the Parties: Compare the underlying enabling regulations for each of the Parties and the requirements for future governance of the options identified and the processes for dissolution, expansion of existing agencies, or enablement of new public agencies.
Report Preparation and Presentation: Prepare draft report for Technical Advisory Group and submit final Existing Conditions Report and Financial Impact & Rate Analysis.

Task 2 – Model the Business Case(s) for Consolidation

Governance Structures: Evaluate the different agency organizational governance structures and staff compositions. Recommend, with options, a governance structure for a consolidated agency, such as an agency operating under a particular principal act. Analyze how local interests would be maintained in the new consolidated governance.
Staffing Structures: Provide a review of issues related to the transition of staff and staffing for the organizational options evaluated.
Cost-Benefit Analysis: Compare the total life-cycle costs of consolidated operations against maintaining independent agencies.
Benefits & Barriers: Identify and evaluate actual and perceived benefits and barriers to consolidation options.
Rate Impact Study: Project the impact of new ordinances, assessments, or taxes on residents of the Parties' respective service areas.
Report Preparation and Presentation: Prepare draft and final Feasibility Study and Final Consolidation Master Plan.

Task 3 – Implementation and Stakeholder Engagement

Transition Roadmap: Define the critical path and estimated schedules for legal reorganization, asset transfers, and staff integration.
Stakeholder Meetings: Upon completion of the reports required by this scope of work, conduct public meetings with the Consolidation Committee as well as public workshops to present draft reports and receive community feedback. Prepare, advertise and conduct one public meeting for each Party to review and provide information on the results of the Consolidation activities and results.

Consolidation Schedule: What timeline is practical to achieve full consolidation and dissolution of the JPA, and what are the milestones?

Task 4 – (If Necessary) General Public Outreach and Voter Approvals

Public Meeting: Assistance with messaging, outreach materials, and presentations to the general public to help answer questions should the Parties agree.
Voter Approval: If necessary, the preparation of materials needed to be presented to the public for a vote.

Key Deliverables

1. Existing Conditions Report – Comprehensive inventory and data summary.
2. Feasibility Study – Detailed analysis of consolidation options and path to completion.
3. Financial Impact & Rate Analysis – Projections of costs and user fees following each consolidation option to be pursued.
4. Final Consolidation Master Plan – Actionable document with a prioritized CIP and implementation timeline.

Proposal Requirements

All proposals may be submitted in writing or electronically and must be received by Marin LAFCo no later than **4:00 p.m. PST on Friday, December 11, 2026**. Email submittals are encouraged and should be directed to Executive Officer Jeren Batchelder-Seibel at jseibel@marinlafco.org. Mailed or hand-delivered submittals are also welcome at Marin LAFCo's Administrative Office at 1401 Los Gamos Drive, Suite 220, San Rafael, California 94903. Should you be submitting a paper copy, you also must submit an electronic copy to Marin LAFCo prior to the close of the submittal period. If mailed or hand-delivered, the envelope should clearly indicate "Proposal for Feasibility Study and Financial Analysis of Consolidation of CMSA Member Agencies," and the consultant's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the consultant's name, e.g., Envelope 1 of 3, as required.

Marin LAFCo will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by Marin LAFCo.

All written proposals should address the following information. The main proposal should focus on:

- Provide an executive summary outlining the key components of the proposal. This includes highlighting the scope of work, schedule, and detailed costs in completing the Project. Clearly

indicate the work being done for each part of the scope of work mentioned above. The executive summary shall also specify that the proposal will remain valid for at least 150 days following the proposal submission deadline. Any possible conflict of interest must also be disclosed.

- Describe the firm and summary of qualifications. This includes identifying type of business (i.e., individual, corporation, etc.), years in business, and office location(s). This portion of the proposal shall also address the firm's experience and qualifications relative to the prescribed goals, objectives, and requirements listed in this RFP. If consultants choose to submit a joint proposal, details of each firm and their qualifications are required.

- Identify the Project team. This includes briefly describing each team member's responsibility and relevant work experience as it relates to the Project. This portion of the proposal shall also explicitly identify the team leader responsible for serving as the main contact to Marin LAFCo. Any subcontractors shall also clearly be identified.

- Detail the proposed scope of work and all deliverables for the Project. This includes identifying key tasks in sequential order in accomplishing the prescribed goals, objectives, and requirements listed in this RFP, being sure to separate out each part as described above and all deliverables to be provided.

- Provide related work experience and references in doing a report of this nature. Provide a list of at least five client references. The reference list must include the client's name, location, website address, full contract cost, contract schedule, and contact person with phone number and e-mail address.

- Describe a Project implementation. This includes describing how the work needed for this project will be implemented.

- Outline Project timeline and costs. This includes estimating a reasonable time schedule to complete the report. Also, identify a not-to-exceed total cost, as well as a detailed line-item breakdown of costs for specific parts or phases. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences.

Evaluation and Selection

The Executive Officer and the Technical Advisory Group will screen all proposals submitted to Marin LAFCo for completeness relative to the RFP requirements. During the evaluation process, Marin LAFCo reserves the right, where it may serve Marin LAFCo's best interest, to request additional information or clarifications from consultants, or to allow corrections of errors or omissions. Depending on the number of proposals, if needed, the highest-ranked consultants will be invited to interview by video conferencing at no cost to Marin LAFCo to discuss the Project on Thursday, January 7, 2027. Failure to participate in the interview may result in a proposal being found non-responsive and given no further consideration. The evaluation will be based on the weighted factors enumerated below.

- Completeness of written proposal (10%)
- Qualifications of the firm in doing this work (15%)

- Evaluation of your proposed work plan, schedule, and division of work between parts (20%)
- Approach to project and thoughtfulness in the proposed scope of work (20%)
- Proposed Costs (20%)
- Interview / Ability to effectively describe the proposal and respond to questions (15%)

A negotiated contract will be awarded that best meets the needs of Marin LAFCo based on the evaluation criteria listed above. Although cost is a weighted factor, Marin LAFCo is under no obligation to award the Project to the consultant offering the lowest price. Marin LAFCo reserves the right to contract for services in the manner that most benefits Marin LAFCo, including awarding more than one contract if desired.

Other Proposal Information

- **Questions**
  All questions seeking clarification on the RFP must be received in writing no later than 4:00 p.m. PST on Wednesday, November 25, 2026. Responses to submitted questions will be prepared by Marin LAFCo and sent to all respondents no later than 5:00 p.m. PST on Wednesday, December 2, 2026. All questions should be e-mailed to Executive Officer Jeren Batchelder-Seibel at jseibel@marinlafco.org.

- **Contract**
  The final scope of services negotiated from the selected consultant's proposal will become part of the final contract (Agreement). A copy of the Agreement is attached hereto as Exhibit A and incorporated herein by this reference. Price quotations and other time-dependent information contained in any proposal shall remain firm for a minimum of 150 days from the proposal submission deadline.

- **Property of Involved Agencies**
  All proposals received will become the property of the involved agencies (Marin LAFCo, Ross Valley Sanitary District, San Rafael Sanitation District, and Sanitary District No. 2 of Marin County) and will not be returned. Marin LAFCo reserves the right to copy the materials for internal evaluation purposes. All proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

- **Collusion Among Respondents**
  In submitting a proposal, the consultant certifies it is not a party to any collusive actions relating to this RFP.

- **Exceptions**
  In submitting a proposal in response to this RFP, the consultant is certifying that it takes no exceptions to this RFP, including, but not limited to, the Agreement. A consultant taking exception to any part of this RFP or Agreement shall indicate such exceptions in a separate section of their submitted proposal and may be reason for rejection of the proposal. Failure to indicate any exceptions will be interpreted as the consultant's intent to comply fully with the requirements

of this RFP and Agreement as written. As such, the consultant is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

- **Expenses Incurred**
  There is no express or implied obligation for Marin LAFCo to reimburse consultants for any expenses associated with responding to this RFP.

- **Amendment/Withdrawal of Proposal**
  No amendment, addendum, or modification will be accepted after the deadline stated herein for receiving proposals. Consultants may withdraw all or portions of their proposal up to the ratification of a contract between Marin LAFCo and the selected firm.

- **No Commitment to Award/Withdrawal of RFP**
  Issuance of this RFP and receipt of proposals does not commit Marin LAFCo to award a contract. Marin LAFCo expressly reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one consultant concurrently, or postpone, withdraw, modify, or amend this RFP at any time.

- **Non-Responsive Proposals**
  A proposal may be considered non-responsive if incomplete or if it contains conditions, alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

Contact Information

All questions and related inquiries to this RFP should be addressed to the following contact:

Jeren Batchelder-Seibel, Executive Officer
1401 Los Gamos Drive, Suite 220
San Rafael, California 94903
T: 415-448-5877 Main
E: jseibel@marinlafco.org

EXHIBIT "A": MARIN LAFCo SAMPLE AGREEMENT

Letter Agreement for [Insert Type of Services]

This letter shall be our Agreement ("Letter Agreement") regarding the [INSERT TYPE OF SERVICES] described below ("Services") to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] ("Consultant") as an independent contractor to the Marin Local Agency Formation Commission (the "Commission") for the Commission's [INSERT NAME OF PROJECT] ("Project"). Consultant is retained as independent contractor and is not an employee of the Commission. Commission and Consultant are sometimes referred to herein as "Party" or "Parties."

The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS LETTER AGREEMENT, MARK IT AS EXHIBIT "A", ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and are incorporated herein by reference.] Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the Commission in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees, and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of equal competence upon written approval of the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of key personnel, the Commission shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: [INSERT NAMES]

Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of $ [INSERT RATES FOR EACH TYPE OF EMPLOYEE TO BE USED, OR IF THE CONSULTANT HAS A RATE SHEET, MARK IT AS EXHIBIT "___" AND ATTACH IT, AND REPLACE THIS SENTENCE WITH THE FOLLOWING: Compensation shall be based on the actual amount of time spend in adequately performing the Services and shall be billed at the hourly rate(s) described in the Consultant's rate sheet, attached hereto as Exhibit "___" and incorporated herein by reference]. The total compensation shall not exceed $[INSERT DOLLAR AMOUNT] without written approval of the [INSERT POSITION/TITLE OF DEPARTMENT HEAD, OR EXECUTIVE OFFICER]. Consultant's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the Commission on a monthly basis as performance of the Services progresses. The Commission shall review and pay the approved charges on such invoices in a timely manner.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. [INSERT "IF" OR "SINCE" AS APPLICABLE] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [INSERT "IF" OR "SINCE" AS APPLICABLE] the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold the Commission, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774, and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

[INSERT "IF" OR "SINCE" AS APPLICABLE] the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered a Consultant-caused delay and shall not be compensable by the Commission. Consultant shall defend, indemnify, and hold the Commission, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Consultant shall provide proof of: A. Commercial General Liability Insurance, of at least $1,000,000 per occurrence/$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and D. Consultants providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least $1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-: VII" rating according to the latest Best Key Rating unless otherwise approved by the Commission. The Commission, its officials, officers, employees, agents, and authorized volunteers shall be named as Additional Insureds on Consultant's policies of Commercial General Liability and Automobile Liability insurance, and such coverage provided to the Commission as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the Commission shall be provided on Consultant's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

The Commission may terminate this Letter Agreement at any time with or without cause. If the Commission finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days written notice to the Commission only in the event of Commission's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify, and hold the Commission, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Letter Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Commission, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements; all emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) or other governmental agencies; and all water quality laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Commission.

By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to the Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, sub-subcontractors, and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify Commission against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Marin County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the Commission.

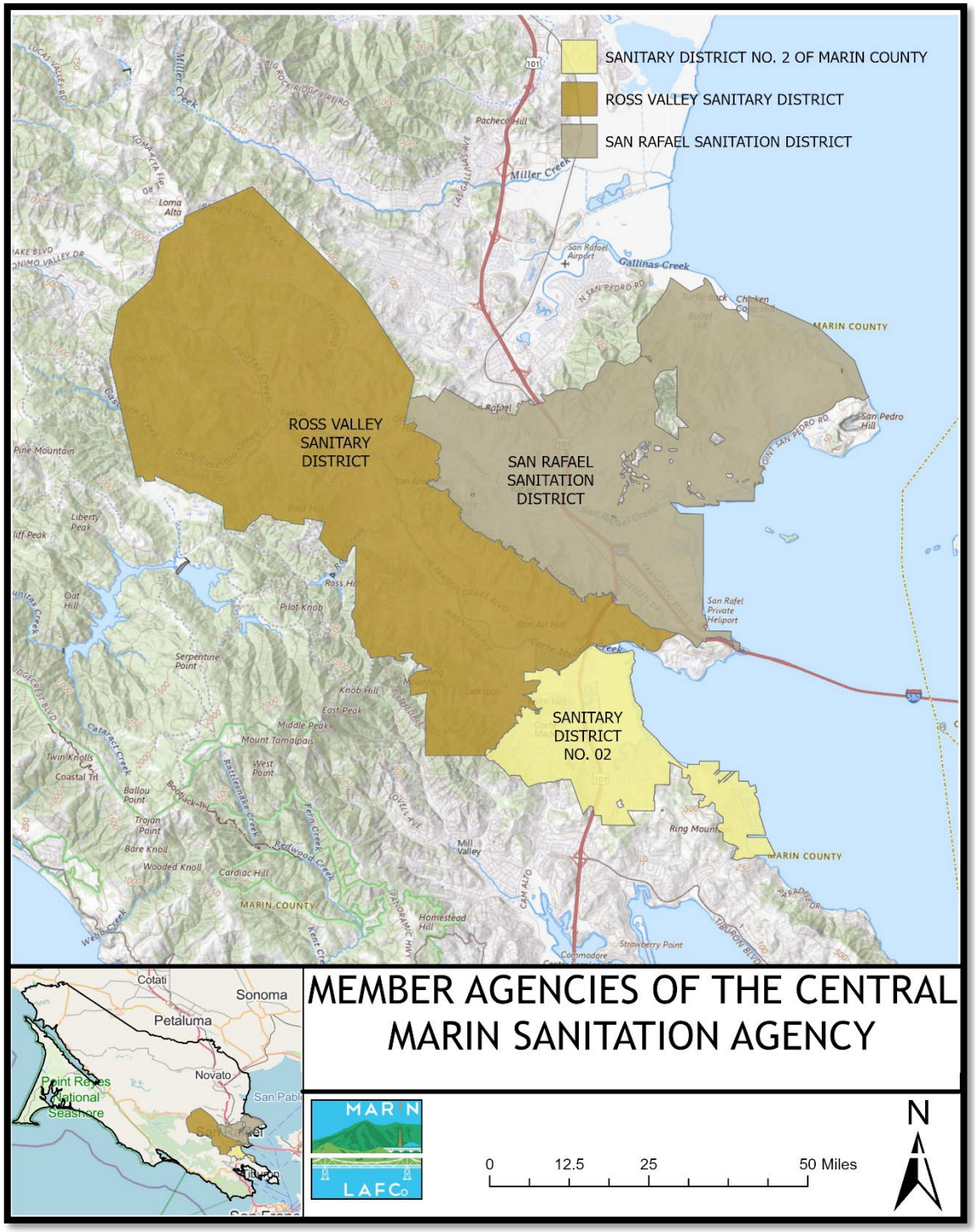
Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Commission, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third-party beneficiaries of any right or obligation of the Parties.

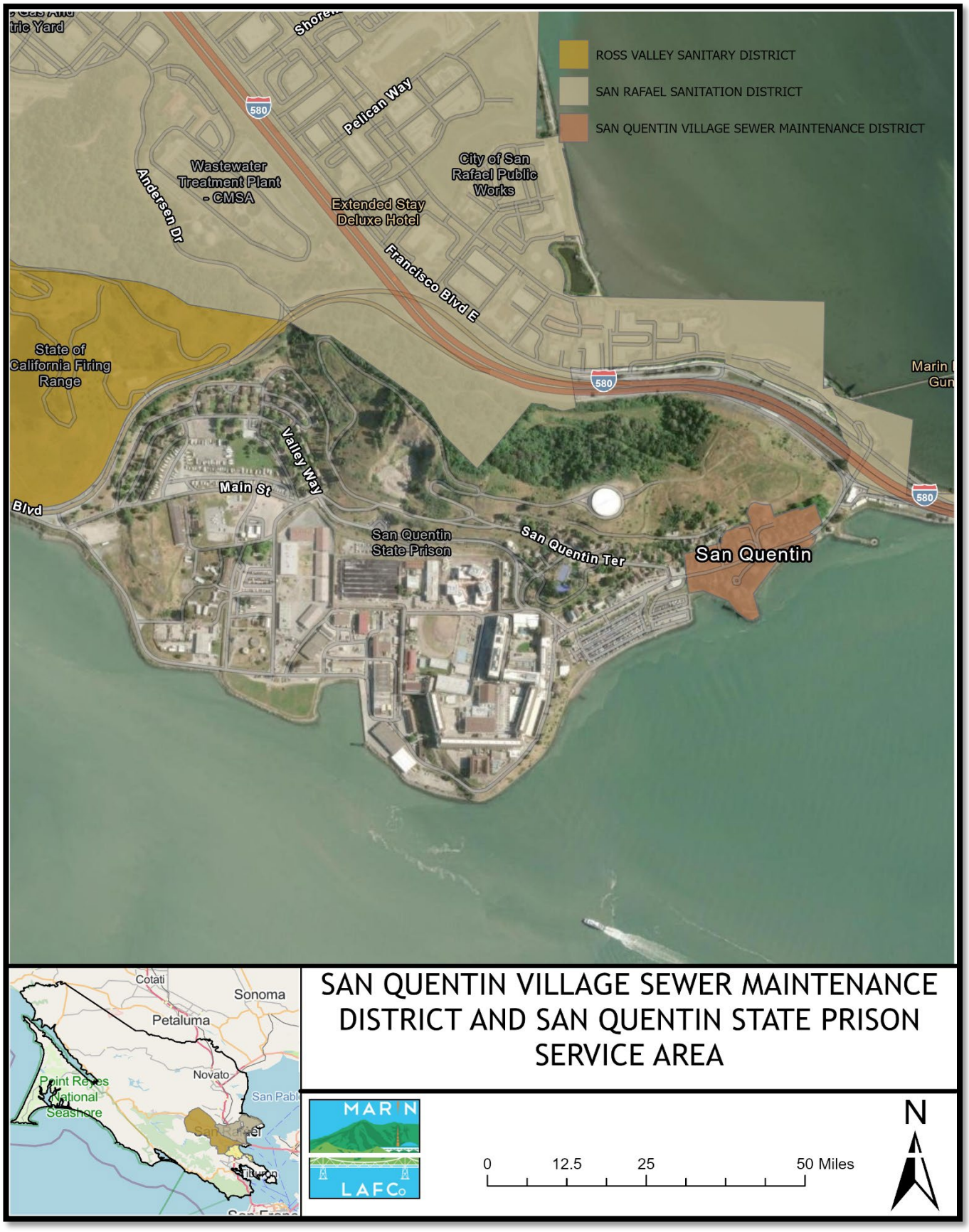
This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

MARIN LOCAL AGENCY FORMATION COMMISSION	**[INSERT CONSULTANT NAME]**
Approved By:	_____ Signature
_____ Jeren Batchelder-Seibel Executive Officer	_____ Name
_____ Date	_____ Title
Attested By:	_____ Date
_____ Board Clerk	

EXHIBIT "B"


SANITARY DISTRICT NO. 2 OF MARIN COUNTY
ROSS VALLEY SANITARY DISTRICT
SAN RAFAEL SANITATION DISTRICT
ROSS VALLEY SANITARY DISTRICT
SAN RAFAEL SANITATION DISTRICT
SANITARY DISTRICT NO. 02
MARIN COUNTY
MARIN COUNTY
Miller Creek
Gallinas Creek
Pacheco Hill
San Rafael Airport
San Pedro Hill
Pine Mountain
Pilot Knob
Mount Tamalpais
Mill Valley
Ring Mount
Homestead Hill
Strawberry Point
Cotati
Sonoma
Petaluma
Novato
Point Reyes National Seashore
MEMBER AGENCIES OF THE CENTRAL MARIN SANITATION AGENCY
MARIN LAFCo
0
12.5
25
50 Miles
N


ROSS VALLEY SANITARY DISTRICT
SAN RAFAEL SANITATION DISTRICT
SAN QUENTIN VILLAGE SEWER MAINTENANCE DISTRICT
Pelican Way
Wastewater Treatment Plant - CMSA
Andersen Dr
City of San Rafael Public Works
Extended Stay Deluxe Hotel
Francisco Blvd E
State of California Firing Range
Valley Way
Main St
San Quentin State Prison
San Quentin Ter
San Quentin
580
Cotati
Sonoma
Petaluma
Novato
Point Reyes National Seashore
Tiburon
SAN QUENTIN VILLAGE SEWER MAINTENANCE DISTRICT AND SAN QUENTIN STATE PRISON SERVICE AREA
MARIN LAFCo
0 12.5 25 50 Miles
N