NOTICE OF SPECIAL MEETING
BOARD OF DIRECTORS/WATERSHED COMMITTEE*

Notice is hereby given that a Special Meeting of the Marin Municipal Water District’s Board of Directors/Watershed Committee will be held as follows:

MEETING DATE: Thursday, March 17, 2016
TIME: 1:30 p.m.
LOCATION: 1) MMWD Board Room, 220 Nellen Ave., Corte Madera, CA 94925
2) Harrah’s Rincon, 777 Harrah’s Rincon Way, Valley Center, CA 92082 (Director Russell)**

AGENDA

<table>
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<tr>
<th>ITEM</th>
<th>RECOMMENDATION</th>
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<tr>
<td>☐ CALL TO ORDER</td>
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<td>1:30 p.m.</td>
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<tr>
<td>☐ ADOPT AGENDA</td>
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<td>1:31 p.m.</td>
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<td>☐ PUBLIC EXPRESSION†</td>
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<td>1:32 p.m.</td>
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<td>☐ CALENDAR</td>
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<tr>
<td>1. Minutes of December 10, 2015 Meeting</td>
<td>Approve</td>
<td>1:37 p.m.</td>
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<tr>
<td>2. Phoenix Log Cabin</td>
<td>Information</td>
<td>1:38 p.m.</td>
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<tr>
<td>3. Tamalpais Lands Collaborative Update</td>
<td>Information</td>
<td>2:00 p.m.</td>
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<td>4. Lake Lagunitas Slow Zone</td>
<td>Information</td>
<td>2:20 p.m.</td>
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<td>5. Vegetation Management Planning Update</td>
<td>Information</td>
<td>2:40 p.m.</td>
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<td>6. Porteous Residences Repair</td>
<td>Recommendation</td>
<td>2:50 p.m.</td>
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<td>7. Adjourn</td>
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MMWD BOARD OF DIRECTORS: Larry Bragman, Jack Gibson, Cynthia Koehler, Armando Quintero, Larry Russell

*The designated chair is Director Bragman. Other board members may attend as they wish.

**One or more directors may participate in this meeting via teleconference. The teleconference location(s) is listed above. Members of the public are welcome to attend the meeting at either location.

†Anyone wishing to speak on an item other than those listed on this agenda will be recognized at this time. We ask any person wishing to be heard to come to the podium to address the board and state your name and address for the public record. A 3-minute limit is customary; however the committee chair may adjust the actual time allotted to accommodate the number of speakers.

- over -
ADA NOTICE AND HEARING IMPAIRED PROVISIONS: The board room is equipped with sound amplifying units for use by the hearing impaired. The units operate in conjunction with the room's sound system. You may request the personal sound amplifier from the Board Secretary for use during meetings.

In accordance with the Americans with Disabilities Act and California Law, it is the policy of the Marin Municipal Water District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodation, please contact Stephanie Eichner-Gross at (415) 945-1448, at least two days in advance of the meeting. Advance notification within this guideline will enable the district to make reasonable arrangements to ensure accessibility.

* * * * * * * * * * * * * * *

FUTURE BOARD OF DIRECTORS/WATERSHED COMMITTEE MEETINGS:

Thursday, June 16, 2016, 1:30 p.m.  MMWD Board Room
STAFF REPORT

SUBJECT: Minutes of December 10, 2015

SUBMITTED BY: Mike Swezy, Watershed Manager, Facilities and Watershed

RECOMMENDED ACTION: Approve

ATTACHMENTS:
1. Minutes of December 10, 2015 Watershed Committee Meeting
**MINUTES OF DECEMBER 10, 2015 MMWD BOARD COMMITTEE MEETING**

**MARIN MUNICIPAL WATER DISTRICT**  
**BOARD OF DIRECTORS / WATERSHED COMMITTEE**

IN ATTENDANCE:

Directors present: Armando Quintero, Larry Bragman, Jack Gibson, Cynthia Koehler and Larry Russell (via telephone)

Directors absent: None

CALL TO ORDER: Director Quintero called the meeting to order at 1:35 pm.

ADOPT AGENDA: By simple motion, the agenda was adopted. The agenda was modified with Item 4 moved to Item 2.

PUBLIC EXPRESSION: None

ITEM 1. MINUTES OF SEPTEMBER 10, 2015

Approved. Director Koehler seconded the motion.

ITEM 2. U.S ENVIRONMENTAL PROTECTION AGENCY’S LOCAL GOVERNMENT ADVISORY COMMITTEE - NOMINATION

Crystal Yezman, Manager, Facilities and Watershed Division requested board approval for a resolution nominating Director Koehler to the U.S. Environmental Protection Agency’s Local Government Advisory Committee. Director Bragman moved for approval and Director Gibson second the motion. The Board unanimously approved the resolution with a roll call vote. Director Koehler thanked the Board for their “vote of confidence.”

ITEM 3. TAMALPAIS LANDS COLLABORATIVE (TLC) UPDATE

Crystal Yezman, Manager, Facilities and Watershed Division addressed the Committee on recent TLC activities. Staff asked to refer the proposed Tamalpais Lands Collaborative (TLC) 2016 Work Plan, the Log Cabin Project Update, the West Peak Restoration Project and the Citizens Advisory Committee as recommendations for approval at the December 15, 2015 Board meeting. Director Koehler asked that these items not be on the consent calendar, but be presented as a regular Board items.

Mike Swezy, Watershed Manager introduced consultants, Gary Roth of Roth LaMotte Landscape Architecture and Mark Hulbert, an architect who specializes in historic structures, who are contracted to conduct a basis for design report that evaluates alternatives for managing the Log Cabin. They briefed the Committee with a presentation on the condition of the cabin and proposed alternatives for managing the site.

Crystal provided an overview of how the Golden Gate National Parks Conservancy (GGNPC) could take the lead as project manager for the West Peak Restoration Project with manage consultants having Marin Municipal Water District (MMWD) approval authority for products and expenditures at different points of the project.
A Citizen Advisory Committee (CAC) for MMWD’s participation in the Tamalpais Lands Collaborative composed of seven members recommended by the Board and the General Manager was proposed. This item was referred to the board of directors with the committee’s recommendation to approve.

Mike briefed the Committee on recent and planned activities related to the TLC/One Tam and handed out the first TLC/One Tam Annual Report and mentioned the supporter page on the One Tam website.

Janet Klein, Natural Resources Program Manager introduced the newest One Tam staff person, Conservation Program Manager Rachel Kesel.

Director Quintero said the collaboration with other park agencies and a water utility who watershed lands is the only one of its type in the nation at this time.

Gary Yost offered again to bring the Directors to West Peak for a site visit.

**ITEM 4. TRAIL PLANNING FOR CASCADE CANYON AND AZALEA HILL**

At the September 10, 2015 Watershed Committee meeting the Board directed the staff to attend the October 3, 2016 Marin County Open Space Designation Workshop for Region 2 in order to present a proposal for trail changes at Azalea Hill and to hear the County’s proposal for trail in Cascade Canyon that crossed MMWD watershed lands. Mike Swezy reported that the meeting was well attended and most of the focus was on the county parks planning effort.

Staff will bring back to the June Watershed Committee the Azalea Hill proposal and initiate a CEQA process with approval by December 2016.

Members of the public made various comments regarding trail proposals in Cascade Canyon and Azalea Hill.

**ADJOURNMENT**

There being no further business, the meeting of December 10, 2015 adjourned at 3:00 p.m.
STAFF REPORT

SUBJECT: Phoenix Lake Log Cabin

SUBMITTED BY: Mike Swezy, Watershed Manager, Facilities and Watershed Division

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

The log cabin is a valuable historic asset for MMWD and the visiting public. However, its poor condition requires significant investment to preserve the cabin as a historic resource. A public event was held at the Log Cabin on Saturday February 27 where alternatives for managing the site were presented. The meeting was attended by 53 interested individuals. Most commenters supported the full rehabilitation alternative. Next steps for this project include completion of consulting design effort focusing on the full rehabilitation alternative, working with Golden Gate National Parks Conservancy to develop a funding strategy around the plan, submitting an application to the Marin County Architectural Commission to achieve recognition for its historical significance, completing environmental compliance, securing building permits, and fundraising. If successful with these tasks, work could begin in the summer of 2017.

FISCAL IMPACT: Yes ___ No X Fiscal Year: _______________

FISCAL IMPACT NARRATIVE:

N/A

BACKGROUND:

At the December 10, 2015 staff and consultants presented options for the Phoenix Lake Log Cabin that included: 1) rehabilitation; 2) partial rehabilitation; 3) temporary stabilization (mothball); and 4) removal of the cabin with either restoration or re-use of the site. As a result of comment received, the alternatives were refined to include the addition of the existing cupola and related ornamentation as a design feature in the full rehabilitation alternative. The detailed drawings for each alternative and a summary comparison of the alternatives are attached.

In cooperation with the Parks Conservancy, staff organized a public event on Saturday February 27, 2016 at the Log Cabin itself to provide historical information and present design alternatives. The event was attended by 53 members of the public supported by MMWD staff, Parks Conservancy staff, and the district’s consultants. Gary Roth, landscape architect, and
Mark Hulbert, historic architect, provided a tour of the site and presented the design alternatives under consideration.

Most participants voiced support for the full rehabilitation option. A summary of the written comments received is attached.

Subsequent to the meeting the design options were posted on the One Tam website with an opportunity to provide additional comment. Comments received on the website will be presented to the committee.

Next Steps

Staff has determined that the full rehabilitation option maximizes the preservation of the historic resource and provides the most utility for future uses.

1. Complete Basis of Design Report focusing on the full rehabilitation alternative that includes the rebuilt cupola and related ornamentation. Although this alternative adds additional costs and engineering challenges to the project, the cupola is found to be charming by many visitors and it may be possible to design it as a functional space such as for domestic water storage.

2. Per the MMWD/Parks Conservancy Cooperative Agreement amendment #2, The Parks Conservancy, using the full rehabilitation option as the proposed vision for the property, will conduct an assessment of fundability for project design and implementation and produce a brief report on the findings which will include a possible fundraising approach.

3. Staff will also submit an application for local designation of architectural significance to the County of Marin Architectural Commission. This recognition allows the application of the California Historical Building Code (CHBC). The CHBC is intended to save California’s architectural heritage by recognizing the unique construction issues inherent in maintaining and adaptively reusing historic buildings. The CHBC provides alternative building regulations for permitting repairs, alterations and additions necessary for the preservation, rehabilitation, relocation, related construction, change of use, or continued use of a “qualified historical building or structure.”

4. Using the products of the Basis of Design Report, the district will retain the services of an architect to develop plans sufficient for securing a building permit for the project.

5. Assuming successful fundraising for construction, staff would prepare final bid documents for construction and submit successful bidder to the Board for approval in spring 2017.
STRATEGIC PLAN ALIGNMENT:

The requested actions aligns with the district’s Strategic Plan Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as water and community asset: Objective 1 - Develop projects and programs for the Tamalpais Lands Collaborative and Objective 2 - Increase volunteer and education program capacity through public-private and not-for-profit partnerships.

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ATTACHMENTS:

1. Design Options for Phoenix Lake Log Cabin
2. Summary of public comment from February 27, 2015 Open House.
Attachment 1
Design Options for the Log Cabin

MMWD LOG CABIN RENOVATION
REHABILITATION
FEBRUARY 2016
Page 1 of 3
Attachment 1
Design Options for the Log Cabin

MMWD LOG CABIN RENOVATION
PARTIAL REHABILITATION
FEBRUARY 2016
Page 2 of 3
Attachment 1
Design Options for the Log Cabin

MMWD LOG CABIN RENOVATION
SITE ALTERNATIVES TO BUILDING REHABILITATION

FEBRUARY 2016

Page 3 of 3
Below are the comments received by Marin Municipal Water District (MMWD) and the One Tam staff during the Log Cabin open house on February 27, 2016. The proposals for restoration presented by MMWD staff were: 1) rehabilitation; 2) partial rehabilitation; 3) temporary stabilization (mothball); and 4) removal of the cabin with either restoration or re-use of the site.

**Log Cabin Comments**

**What I like about the proposal(s):** Restoration of Log Cabin depends on determined end use. Historical education seems best use.

**What I would like to see:** Bus access and parking are an absolute NO! In a day when automobiles and vehicles are grossly oversize the vehicle access is absurd. Should be a walk-in picnic educational area. No parking lot, but grounds restoration-yes.

**What I like about the proposal(s):** MMWD is a history rich organization. The cabin is an emblem of that and should be fully restored.

**What I would like to see:** 1) give a week/weekend in the cabin (catered) to major donors ($250,000) plus. 2) host a picnic for high productivity volunteers (50 hours a year plus). Both are low use events.

**What I like about the proposal(s):** Options/choices of possible renovation-clear designs help us better understand what might be the final options.

**What I would like to see:** Full restoration (ok w/cupola being left off!) We need to support our historic sites and maintain them for future generations.

**What I like about the proposal(s):**

**What I would like to see:** Auction off that great window and door trim if it cannot be
reused—could auction off trim???

**What I like about the proposal(s):** Appreciate how much effort (+ expense?) going into consults and options. But time to quit spending $ on this project. So... mothball or removal. Restoration options too costly.

**What I would like to see:**

**What I like about the proposal(s):** Options for short term plans to widen support for long term plans of funding to possibly restore and use the property (not just the log cabin) for appropriate, allowable uses.

**What I would like to see:** Public outreach to county cities to explore long term funding of restoration and maintenance community residents will support plans financially if they come to love the history and possible use of this area.

**What I like about the proposal(s):**

**What I would like to see:** How about a part time museum run by volunteers.

**What I like about the proposal(s):** A campaign to raise funds to restore the cabin.

**What I would like to see:**

**What I like about the proposal(s):** The thought and range of options that have been considered.

**What I would like to see:** Partial to full rehabilitation—this is such an interesting part of Marin history. It would be a dramatic loss if the cabin was removed, with funding and potential rental of the space to generate revenue I feel like the project could succeed. While I prefer this being used as an educational facility some other activities could be event rental/museum/party (wedding) rental space.

**What I like about the proposal(s):** Restore and use the building, perhaps without culpa and use peeled logs.

**What I would like to see:**

**What I like about the proposal(s):** ADA access sounds great! Native plants sound great! Restoration and use sounds more than wonderful!

**What I would like to see:** I would LOVE to see restoration of the log cabin! I would LOVE to see it available for use! Please keep the original size.

**What I like about the proposal(s):** Favor all restoration that is structurally and $ feasible. We have so few public historical sites out in nature worth the time and cost.

**What I would like to see:** Partner with an educational program (or 2 or 3) to use students
of design architecture, ecology, history, wood working, etc. as volunteer labor, in exchange for teaching and experience. Internship and (wording cut off).

**What I like about the proposal(s):** Space for public gathering.

**What I would like to see:** Availability to local nature education nonprofits.

**What I like about the proposal(s):** Wish to restore the property either partially or fully. It is possible to make $$$ with it by renting it out?

**What I would like to see:** Full restoration with story boards added throughout for self-guided tours. Not mothball! Let people come in and (wording cut off).

**What I like about the proposal(s):**

**What I would like to see:** Café. Doesn’t’ have to be dining in. Can serve lemonade, iced tea, coffee, water, cheese and crackers, cold popsicles, ice cream, sandwiches, pastries, etc. Nice restful gathering place like at Angora Lake in South Lake Tahoe. Doesn’t have to be like West Point Inn. Can also sell a few items. Would love to be able to come here and relax enjoy scenery.

**What I like about the proposal(s):**

**What I would like to see:** Small circa 1890 historical flower garden.

**What I like about the proposal(s):**

**What I would like to see:** Complete historic rehabilitation with an ADA accessible site so that the site is developed with areas for community use, garden, picnic spots, gathering spots for educational tables. The building should be preserved and stabilized including the cupola. However, I do not feel the building needs to be fully accessible to the public or lived in by a ranger. It should be preserved as an architectural treasure and hope to torus periodically through the year. Saved for future generations to enjoy.

**What I like about the proposal(s):**

**What I would like to see:** The log cabin beside Phoenix Lake presents a genuine dilemma. It is a historic and evocative structure, which should not be casually abandoned. However, it was fully restored about 25 years ago and has already decayed to the point of fairly imminent collapse. The key question is: “Why?” and what does that reveal about its future. The answer is that there is no real use for it. Although there is now a lot of chatter about its value as an outdoor education center, that is questionable.

To begin with, the Cabin is too far from the Natalie Coffin Greene parking lot (~3/4 mile). Kids would spend too much time walking there and back. That would probably lead to the use of bus or van shuttles, a bad solution. The vehicles would disturb the tranquility of the
lake and would require extensive paving at the Cabin to provide parking and turnaround space. This would completely change the character of the Cabin and its surroundings, in a very damaging way. Once the people, usually children, being educated got to the Cabin, the next, very basic, problem would immediately become apparent: the Cabin interior is a poor place to view Phoenix Lake and its surroundings. It is far too enclosed, with restricted vision in all directions.

An effective outdoor education center would provide panoramic views of the watershed, with protection from rain and wind. A flat, paved deck with a roof and walls, preferably of glass (vandalism permitting), on at least 3 sides. Most of the Cabin structure is not just unnecessary, it is counterproductive.

So, regretfully, I don’t think there is any good reason to restore the Log Cabin. Considering the funds required, I question whether there is any good reason even to try to preserve or mothball it. Doing so would be expensive and would merely postpone the inevitable: face reality and let it collapse or actively demolish it. It’s sad, but the Log Cabin has served its purpose and time marches on.

Sincerely,

Yom Guldman
STAFF REPORT

SUBJECT: Tamalpais Lands Collaborative (TLC) Update

SUBMITTED BY: Mike Swezy, Watershed Resources Manager, Facilities and Watershed Division

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

Staff will present a summary of TLC related activities including MMWD’s TLC Citizen Advisory Committee, recent activities, upcoming events and activities, and a review of current MMWD projects supported by the TLC.

FISCAL IMPACT: YES _____ NO X _____  FISCAL YEAR: _______________

FISCAL IMPACT NARRATIVE: N/A

BACKGROUND:

MMWD/TLC Citizen Advisory Committee

The first meeting of the Citizen Advisory Committee for MMWD’s Participation in the Tamalpais Lands Collaborative was held on February 9, 2016 with all members in attendance. The bulk of the meeting involved a presentation of the history of the formation of the TLC, a review of the structure of the TLC and the process for project and program selection and prioritization, and discussion of key MMWD watershed management board policies as related to the TLC. There was strong interest among the committee to get in to more depth about project selection with a notion of possibly generating new project proposals. Staff intends to organize a field trip in April or May for the committee to visit projects. Also on tap for the next meeting is a presentation from Parks Conservancy staff regarding the types and characteristics of projects that make them suitable for various funding sources.

Recent One Tam Activities

- Wildlife Picture Index (ongoing)
- State of Mt. Tam Science Workshop March 10/11
- Ambassadors Program
Upcoming One Tam Activities

• Trout in the Class Room fish release March/April
• Mt. Tam Earth Day Saturday, April 23, 2016
• One Tam Fundraiser at Throckmorton Theater Thursday May 5, 2016
• National Trails Day Saturday, June 4, 2016
• State of Tam Science Workshops October 28, 29 2016
• Executive Committee meeting November 2016 (TBD)

Review of MMWD Projects Currently Supported by the Tamalpais Lands Collaborative

The following is a review of the process for selection of projects and programs promoted by MMWD and supported by the TLC.

The TLC Memorandum of Understanding provides direction to TLC partners regarding the process for selection of projects and programs that eventually become incorporated in a TLC annual work plan and budget. See the attached excerpt from the TLC MOU for the steps agency partners take to develop a project list.

All partners agreed that early TLC effort would be focused on engaging the public in stewardship of Mt. Tamalpais through increasing capacity for volunteer activities, citizen science and conservation, and youth education. For MMWD the increased support allowed for increasing outreach in existing MMWD public engagement programs, including the watershed schools program, volunteer frog docents and turtle observers, Wildlife Picture Project, Trout in the Classroom, and volunteer habitat and trails events.

The initial list of on the ground projects for MMWD were developed with the notion that the TLC role would most effective by supporting projects that were either beyond what current MMWD budgets could support or projects for which MMWD had funding but with additional fiscal resources the quality or scope of the project could be increased. These projects were generated out of priorities identified in various MMWD planning documents, primarily the Mt. Tamalpais Vegetation Management Plan, the Mt. Tamalpais Watershed Road and Trail Plan, and the Built Environment Report, a staff assessment of the visitor use facilities and historic buildings on the watershed. These projects were forwarded to the TLC working group for evaluation and eventual inclusion in the “5 Year List”.

The list of all TLC projects (attached) was approved by the MMWD board on November 10, 2014. A significant number of the overall TLC priorities were projects that are on MMWD lands.

The TLC annual work plan details those projects that are in play for the coming year. Workplans are reviewed annually by the Executive Team and then approved by each agency. In the case of MMWD, the Board of Directors provides authority and approval of MMWD projects and programs supported by the TLC.
STRATEGIC PLAN ALIGNMENT:

The requested actions aligns with the district’s Strategic Plan Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as water and community asset: Objective 1 - Develop projects and programs for the Tamalpais Lands Collaborative and Objective 2 - Increase volunteer and education program capacity through public-private and not-for-profit partnerships.

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ATTACHMENTS:

1. Excerpt from TLC MOU – Article 5. Project Prioritization and Implementation
2. Approved Project List – Approved by Board of Directors November 10, 2014
Excerpt from Tamalpais Lands Collaborative Memorandum of Understanding

Article 5. Project Prioritization and Implementation

A. The PARTIES agree to form a working group. Each agency will commit at least one staff member to the working group to develop project and program priorities for consideration according the following guidelines (“Working Group”):

1. Each land management agency will provide a list of priority Agency Projects and Programs considered eligible for philanthropic, volunteer, and external support benefiting each agency’s own lands and programs or benefitting more than one PARTY;

2. The land management agencies will also jointly develop and approve a list of priority Joint Agency Projects and Programs considered eligible for philanthropic, volunteer, and external support and benefiting all PARTIES to the MOU;

3. Lists of priority projects in a. and b. above will be utilized to develop a “5 Year List” of projects and programs that will guide fundraising activity; and

4. The 5 Year List will comprise projects and programs that strategically benefit the Tamalpais Lands Collaborative as a whole, are compatible with the purpose and vision of the Tamalpais Lands Collaborative, and meet and succeed the criteria necessary to secure funding. The scope and funding amount for any project shall be subject to the scrutiny of the “Executive Team” (see 5.C below).

B. All PARTIES agree to meet regularly and the Working Group will meet not less than quarterly to discuss and evaluate work performed under this MOU and proposed uses of funds raised.

C. All PARTIES agree to establish an executive team with one representative from each agency. This team will represent the interests of each agency and will be responsible for the authorization of any recommendations or actions recommended by the Working Group (“Executive Team”).

D. PARTIES will be attentive to selecting projects and programs that symbolize the various goals of the initiative, have public visibility and appeal, can be completed in a timely manner, and will build a track record of philanthropic accomplishment.

E. PARTIES will be attentive to ways that their own resources and funding sources can leverage and advance philanthropic funding.

F. The Conservancy, in coordination with the Working Group and the Executive Team, will develop a volunteer steering committee led by a member of the Conservancy’s Board of
Directors. This volunteer group, Tamalpais Advisory Members (TAM), will, as appropriate, guide and foster the goals of this MOU. TAM will be composed of individual volunteers with philanthropic capacity and networks, with expertise and community networks necessary for public engagement and success, and with specific knowledge of or experience with the mission of each of the PARTIES.

G. The Conservancy shall seek approval from the Executive Team before accepting contributions to projects or programs not yet approved by the PARTIES or a PARTY (e.g. on the 5 Year List), whichever is applicable.
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<td>Community Stewardship Program*</td>
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<td>OneTam Symposia, Workshops, &amp; Conferences*</td>
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<td>Potrero Meadow Restoration*</td>
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<td>Redwood Creek Trail Realignment and Connector Trails</td>
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<td>West Peak Restoration Feasibility Study*</td>
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<td>Forest Health and Resiliency*</td>
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<td>Wayfinding Signs &amp; Kiosks*</td>
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<td>Community Trailheads &amp; Roving Ranger*</td>
<td>Signature Trail Corridor</td>
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<td>Large-scale Inventories &amp; Monitoring*</td>
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<td>Deer Park Fire Road &amp; Dipsea Trail Rehabilitation</td>
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<td>Lake Lagunitas Picnic Area Restoration*</td>
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<td>Planning for Climate Change at Bothin Marsh Preserve</td>
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<tr>
<td>Dipsea Trail Bridge</td>
<td>Signature Trail Corridor</td>
</tr>
<tr>
<td>Threatened Coastal Prairie Restoration*</td>
<td>Legacy Project</td>
</tr>
<tr>
<td>Deer Park Trail*</td>
<td>Signature Trail Corridor</td>
</tr>
</tbody>
</table>

*Projects or programs that occur on MMWD lands or collaborative projects or programs in which the district could participate.
TLC: 2016 PROPOSED WORK PLAN

The following programs and projects are under consideration for the TLC in 2016 to improve the health of the mountain, enrich the experiences of its visitors, and cultivate and educate a new generation of stewards. They will be implemented as funding becomes available, and will include all necessary agency permitting, compliance, and community engagement and public review. For more information please visit onetam.org.

Community & Conservation Programs

Volunteer Stewardship & Citizen/Community Science

- Increase annual support for approximately 30 volunteer stewardship workdays for habitat restoration, invasive plant patrol, and trails stewardship
- Add 60 stewardship and community science programs/workdays
- Expand the Wildlife Camera Project (by approx. 100 cameras) into the Redwood Creek Watershed
- Build academic and community partnerships for data collection and processing
- Recruit and train 100 volunteers and 15 students to support the Wildlife Camera Project
- Develop an interactive website to process and share wildlife images and data

Conservation Management (Habitat Restoration & Ecological Monitoring)

- Hire 2 One Tam Conservation Management Team staff—a Specialist and a Technician
- Conduct biodiversity inventories
- Launch a mountain-wide rare plant monitoring program, and weed detection and management programs
- Coordinate interagency priorities and develop a report on health report of Mt. Tam
- Increase weed and vegetation management throughout the Redwood Creek watershed

Youth & Community Programs

- Increase support for 60 agency youth education programs
- Conduct second year of One Tam LINC (Linking Individuals with Natural Communities) program and advanced summer internships for 2015 LINC youth participants
- Work with community organizations to engage underserved youth in stewardship programs
- Support 4 mountain-wide volunteer days
- Increase mountain-wide naturalist walks
- Pilot in-school wildlife education programs for middle and high schools
- Develop interactive watershed-based education displays
- Provide presentations and outreach at local community events and trailheads
- Develop academic internship partnership with Marin colleges and universities

Host Two Tam Symposia (topics under consideration include):

- The State of Mt. Tam’s Forest’s and the Forest Resiliency Study
- Discovering Marin’s Wildlife through the Wildlife Camera Project
- The Status of Mt. Tam’s Biodiversity
- Building the Next 100 Years of Care and Stewardship

Approved MMWD Board Meeting on December 15, 2015
Proposed Projects

Legacy Projects

Potrero Meadow Restoration
- Conduct a study to re-route roads and trails to restore wetland habitat
- Develop a meadow revegetation strategy

West Peak
- Perform a feasibility study for restoring the West Peak

Log Cabin at Phoenix Lake
- Complete an initial design assessment

Resilient Forest Project at Laurel Dell, Bolinas, and San Geronimo Ridges
- Plant 600 redwoods, Douglas firs, and oak trees

Signature Trail Corridor Projects

Redwood Creek Trail Re-alignment
- Complete planning

Coordinated Trail Stewardship in Redwood Creek Watershed
- Implement a watershed-wide State/National Parks Trail Crew Program

Wayfinding/Signage
- Assess signage gaps at Mount Tamalpais State Park and install new signs
- Develop mountain-wide standards for wayfinding signs to improve navigation and visitor experience

Community Trailheads
- Complete the design and pilot the One Tam Roving Ranger—a mobile vehicle to build awareness and understanding of Mt. Tam’s resources, One Tam, and agency programs

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1 Potential Projects are contingent on complete project-specific grant/foundation/agency funding and will only be implemented if funds are available & with appropriate board approval of agency budgets. Projects may be implemented by the Parks Conservancy or by agency partners. Projects either are, or will be further described on www.onetam.org.

Approved MMWD Board Meeting on December 15, 2015
## TAMALPAIS LANDS COLLABORATIVE
### FORECASTED FY2016 FUNDING PLAN

Contingent on Secured Funding & Agency Approvals

### SUPPORT TO MT. TAM PROGRAMS AND PROJECTS

<table>
<thead>
<tr>
<th>Community &amp; Conservation Programs</th>
<th>FY2016 Forecast</th>
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<tbody>
<tr>
<td>Community Stewardship &amp; Youth Programs</td>
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<td>Conservation Management Program</td>
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<td>Science Symposia Series &amp; Conferences</td>
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<td>Marin Office Equipment &amp; Supplies</td>
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<td>Initiative Development &amp; Design</td>
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<td>Partnership Research and Systems Development¹</td>
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<td>Graphic Design and Website Management Support</td>
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<td>Material Development &amp; Production</td>
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<tr>
<td>Improved Wayfinding - Assessment &amp; Installation</td>
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<tr>
<td>Mobile Trailhead</td>
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<td>Community Trailheads</td>
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<tr>
<td>Redwood Creek Trail Re-alignment Implementation</td>
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<table>
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<tr>
<th>Priority Projects - Legacy Projects³</th>
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<tbody>
<tr>
<td>West Peak Feasibility Study</td>
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<tr>
<td>Potrero Meadow Restoration</td>
<td>65,000</td>
</tr>
<tr>
<td>Forest Resiliency Strategy &amp; Pilot Project Development</td>
<td>TBD</td>
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<tr>
<td>Large Scale Inventories</td>
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<tr>
<td>Log Cabin</td>
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<td><strong>Total</strong></td>
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Inkind Conservancy Staff Contribution - $241,000

### TOTAL SUPPORT

**1,687,296**

### SOURCES OF SUPPORT

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<tr>
<th>FY2016 Forecast</th>
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<tbody>
<tr>
<td>FY2015 Committed One Tam Funds</td>
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<tr>
<td>Foundation Grants¹</td>
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<td>Government Grants</td>
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<td>Business Contributions</td>
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<tr>
<td>Redwood Creek Watershed Collaborative²</td>
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<td><strong>Total Sources of Support</strong></td>
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### NET PROJECTED OPERATING SURPLUS

**55,065**
**FORECASTED TLC AGENCY CONTRIBUTIONS TO PROGRAM AND PROJECT FUNDING**

**Programs & Projects Specific to Redwood Creek Watershed**
- Conservation Management & Stewardship (integrated across CDPR & NPS lands) $845,000

**Priority Projects - Signature Trails**
- Improved Wayfinding - Assessment & Installation $-
- Mobile Trailhead $15,000
- Community Trailheads $-
- Redwood Creek Trail Re-alignment Implementation $-

**Priority Projects - Legacy Projects**
- West Peak Feasibility Study $TBD
- Potrero Meadow Restoration $-
- Forest Resiliency Strategy & Pilot Project Development $185,000
- Large Scale Inventories $-
- Log Cabin $50,000

**TOTAL FORECASTED AGENCY PROJECT FUNDING** $1,095,000

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1Includes S.D. Bechtel Jr. Foundation Grant ($440,000 over 4 years)
2Redwood Creek Watershed Collaborative Funds - S. Marin Wildlife Picture Index (2015)
3Potential Projects are contingent on complete project-specific grant/foundation/agency funding and will only be implemented if funds are available & with appropriate board approval of agency budgets. Projects may be implemented by the Parks Conservancy or by Agency Partners.
4National Park Service Contribution to support shared CA State Parks/NPS conservation and stewardship
5$15K anticipated from Marin County Parks, subject to board approval.
6TBD, project undertaking subject to Marin Municipal Water District (MMWD) board review and approval.
7$120K approved by the MMWD board, and remaining $60K pending through grants & approval.
8$50K administered by MMWD for Basis of Design Study.
STAFF REPORT

SUBJECT: Lake Lagunitas Slow Zone

SUBMITTED BY: Michael Swezy, Watershed Resources Manager, Facilities and Watershed Division

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:
Certain high use roads and trails around Lake Lagunitas are to be designated as “Slow Zones” where new signage, focused outreach, and program reinforcement over time will seek to raise awareness among all visitors about behaviors that increase safety and reduce trail user conflicts. This project is a collaboration of MMWD and the Trail Partners who are consortium of the Marin Horse Council, the Marin County Bike Coalition, and the Marin Conservation League.

FISCAL IMPACT: YES ______ NO ______ FISCAL YEAR: ________________

FISCAL IMPACT NARRATIVE:
N/A

BACKGROUND:

Beginning in April 2016 staff will be implementing a “Slow Zone” program on some of the roads and trails around Lake Lagunitas in order to increase visitor safety and to reduce trail user conflicts. The program is a collaboration MMWD and the Trail Partners, a consortium of Marin County Bicycle Coalition, Marin Horse Council, and Marin Conservation League. Last year, all of the county’s parkland managers contributed funding to the Trail Partners’ “Slow and Say Hello” program. The Trail Partners have used this funding to develop messaging and branded materials that seek to change behaviors for all users in concrete ways to improve trail safety (see http://www.safetrailsmarin.org/).

Staff is launching a “Slow Zone” campaign at Lake Lagunitas which designates specific road and trail segments around the lake as areas to focus outreach, including new and distinctive signage that promotes safe behaviors, including asking visitors to reduce their pace in the zone from the legal 15 mph maximum down to 10 mph, and 5mph when passing. For the greatest level of participation the initiative will target all users. To achieve this, we are focusing on a variety of responsibilities including following speed limits, not blocking the road or trail and being aware of surroundings.

Below is a menu of language that will be employed in the signage. These are pooled from the
“Slow & Say Hello” and “Share the Path” campaigns and modified to work for a Slow Zone initiative:

PASS SLOWLY
Different trail users travel at different speeds. Travel at speeds that allow you to react in time for whom or what might be around the bend. You should be able to "Say Hello!" and hear a reply before you pass.

LOOK & LISTEN
Pay attention. The first defense against accidents is being aware of your surroundings. Put your headphones and phone away so you can hear others who may want to pass.

CALL OUT WHEN PASSING
Say hi, howdy or hello when approaching other trail users, slow down when passing and ring your bell if you have one.

DON’T BLOCK THE TRAIL
Allow room for others to pass. If necessary, walk/ride single file and keep things moving in both directions.

In conjunction with the deployment of new permanent signage we are going to deploy temporary signs in the area with other useful suggestions for safety. Three outreach events are scheduled for three weekends in April and May, the busiest time of the year at Lake Lagunitas. The outreach outposts will be staffed by Trail Partner volunteers, One Tam staff and MMWD rangers to help engage with visitors and reinforce these messages. The temporary signs will be re-deployed with outreach staff at additional weekend days later in the year. There will be a full public information campaign to go along with the field work. We are also looking at deploying manned and passive radar signboards as a part of our outreach events.

Outpost will likely include interactive exercises with incentives to help deliver the messages. For example, at the outposts visitors might be encouraged to stop and test their knowledge of trail rules and courtesy, with prizes such as hats, cups and t-shirts given out. Radar could be used in the parking lot so that cyclists and runners can learn to gauge their speeds.

This is a first of its kind pilot that if successful could be replicated at other MMWD sites such as Phoenix Lake, as well as other county, state or federal parks in Marin.

**STRATEGIC PLAN ALIGNMENT:**

The requested actions aligns with the district’s Strategic Plan Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as a water and community asset: Objective 2 - Increase volunteer and education program capacity
through public-private and not-for-profit partnerships; and Strategy 3 – Evaluate current visitor access and activities on watershed lands consistent with overall goals of watershed stewardship, Objective 2 – Develop land use strategies that improve visitor experience and safety.

**ATTACHMENTS:**
1. Map of Slow Zone Area
2. Sample Graphics
Sources: Trail Partners and MMWD
GIS data MMWD and MarinMap
Plotted: March, 2016
SLOW ZONE

and say hello!

PLEASE SLOW TO

10 MPH

5 MPH

WHEN PASSING
Temporary Trail Signage

- **SLOW and say hello!**
  - **Pass Slowly**: Travel at speeds appropriate for your trail experience; choose a speed that will let you react quickly to what might be around the bend.
  - **Announce When Passing**: Say hello or ring your bell when approaching other trail users and slow down when passing.
  - **Look & Listen**: Pay attention. Accidents can be avoided by being aware of your surroundings. Put your headphones and phone away so you can hear others in your vicinity.
  - **Don’t Block The Trail**: Walk/ride single file when that will provide room for others to pass you easily.

TRAIL Partners
Marin County
STAFF REPORT

SUBJECT: Vegetation Management Planning Update

SUBMITTED BY: Janet Klein, Natural Resources Program Manager

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

Staff will provide a brief update on the status of the vegetation management planning process and the timing for a release of a public review draft document.

FISCAL IMPACT: YES  ____  NO  x  ____  FISCAL YEAR:  FY 2016

FISCAL IMPACT NARRATIVE:

N/A

BACKGROUND:

The Board of Directors directed district staff to revise the draft Wildfire Protection and Habitat Improvement Plan and associated EIR by removing the use of herbicides on July 7, 2015. During the ensuing months, staff has been working with Panorama Environmental to make those revisions, update key maps and datasets, and add targets and actions pertaining to Sudden Oak Death response and forest management. Understanding the value of environmental capital and its impact on water supply and water quality, staff is focusing on specific management techniques that promote the beneficial impacts of maintaining biodiversity and reducing fire fuel loads in the face of climate change, vegetative disease and invasive species.

There will be multiple opportunities for public input once the revised plan is published.

The following schedule represents the status of the vegetation management planning process at this time:

• Administrative draft available for internal review in April/May 2016
• Public draft available and published in June/July 2016
• Public workshops in July/August 2016

Staff is currently reviewing potential environmental impacts associated with the plan revisions and will come to the Board with a preliminary plan for completing a CEQA review within the next few months.
**STRATEGIC PLAN ALIGNMENT:**

Completion of the Vegetation Management Plan aligns with the district’s Strategic Plan Goal 4 (Environmental Stewardship), Strategy 1 (Enhance ecosystem resiliency in the face of climate change), and Objective 1 (Complete & implement Wildfire Protection and Habitat Improvement Plan).

**REVIEWED BY:**

- Finance Manager: NA [x]
- General Counsel: NA [x]
- General Manager: x [NA]

**ATTACHMENTS:**

None
STAFF REPORT

SUBJECT: Consulting Services Agreement for Porteous Residence Rehabilitation –Miscellaneous Agreement No. MA - 5456

SUBMITTED BY: Nicholas Salcedo, Senior Management Analyst, Facilities and Watershed

RECOMMENDED ACTION: Recommend to the full Board approval to authorize the General Manager to execute Misc. Agreement No. MA - 5456 with Daniel Macdonald AIA Architects for the preparation of plans and specifications to upgrade the existing Porteous Residence, in the amount of $56,250.

EXECUTIVE SUMMARY:

The district requires consultant services for the preparation of plans and specifications for the upgrade of the existing Porteous Residence, a district Watershed Protection (ranger) residence, on the Mt. Tamalpais Watershed. It was last occupied by a district ranger in 2003. Since then, it has received only basic maintenance and needs an upgrade to make it suitable for use by a district ranger again. The plans and specifications will be suitable for both a building permit and a construction contract, and will ensure the residence, when upgraded, will meet current code.

Staff requests that the Watershed Committee refer this item to the full board with a recommendation to authorize the General Manager to execute Misc. Agreement No. MA - 5456 with Daniel Macdonald AIA Architects for the preparation of plans and specifications to upgrade the existing Porteous Residence, in the amount of $56,250.

FISCAL IMPACT: Yes X No FISCAL YEAR: 2016

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<td>Operating Reserves</td>
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<td>TOTAL EXPENDITURES</td>
<td>$56,250</td>
<td>TOTAL SOURCES</td>
<td>$56,250</td>
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</table>
FISCAL IMPACT NARRATIVE:

The budgeted amount of $56,250 is for architectural services consultant with extensive, recent and relevant experience in the preparation of plans and specifications for residential buildings, and the Marin County constructions and permitting process. The funds are in Watershed Ranger Residence Improvement Fund and are budgeted for FY 2016/2017.

BACKGROUND:

The residence is part of the old Porteous Ranch, established in the late 1800s by James Stoddard Porteous. The district acquired the ranch and its many buildings after it formed in 1912. The current house was built in 1926, on the site of the original Porteous mansion, which was destroyed by fire. It is one of the main buildings still occupying the old Porteous Ranch site. Since it was built in 1926 it has been used as a residence by district employees, first as a district lake keeper residence and later as a district ranger residence. It was last occupied by a district ranger in 2003. Since then, it has received only basic maintenance.

In January of 2016, the district put out a Request for Proposals (RFP) to three architect firms for architectural services for help to meet the project goal – make the building serviceable as a residence again. The RFP included these overall objectives: repair and upgrade an existing building for residential use by a district ranger; maintain the building’s existing footprint, general characteristics and building materials (as much as practicable for latter); and bring the building’s electrical, gas and plumbing services up to code. Only Daniel MacDonald AIA Architects submitted a proposal. The other two firms, while thanking the district for the opportunity, declined to submit a proposal.

Daniel Macdonald AIA Architects has the extensive, recent and relevant experience in the preparation of plans and specifications for residential buildings, and with the Marin County constructions and permitting process. Daniel Macdonald Architects AIA has worked successfully with the district, on the front parking lot and the customer lobby at 220 Nellen, and on the new gateway entrance at Sky Oaks. Their expertise will ensure the building upgrades meet all applicable codes for structures of this type. Additionally, the agreement and its scope of work will ensure the building’s existing size and general characteristics are maintained.

STRATEGIC PLAN ALIGNMENT:

The requested action aligns with the district’s Strategic Plan Goal 1 (Water Supply Resiliency), Strategy 4 (Ensure facilities and equipment are maintained and sufficient to support ... watershed management and a productive workforce), Objective 3 (Maintain ... facilities ...) and Goal 4 (Environmental Stewardship), Strategy 6 (Ensure public safety is maintained on the watershed).
ATTACHMENTS:

1. Draft Agreement for Professional Services
AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "MMWD", and **Daniel Macdonald AIA Architects, Inc.**, hereinafter, "Consultant".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced architect.

**WHEREAS**, in the judgment of the Board of Directors of the MMWD, it is necessary and desirable to employ the services of the Consultant for the Porteous Residence Rehabilitation.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART A-- SPECIFIC PROVISIONS:**

1. **DESCRIPTION OF SERVICES AND PAYMENT**: Except as modified in this agreement, the services to be provided and the payment schedule are:

   a. The scope of work covered by this agreement shall be that included in Attachment A of this agreement.

   b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Attachment A, including exhibits, of this agreement and shall not exceed $56,250 in total, plus acceptable reimbursable expenses as defined in Attachment A.

   c. The schedule and order of tasks shall be in accordance with that included in Attachment A of this agreement.

**PART B-- GENERAL PROVISIONS**

1. **ASSIGNMENT/DELEGATION**: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONSULTANT**: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of MMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits MMWD provides its employees.
3. **INDEMNIFICATION:** MMWD is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by MMWD shall not operate as a waiver or release.

   a. Consultant expressly agrees to defend, indemnify and hold harmless MMWD, Its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys’ fees, arising out of or pertaining or relating to Consultant’s, its associates’, employees’, subconsultants’, or other agents’ negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.

   b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend MMWD, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of MMWD.

   This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the MMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. **PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed in accordance with the schedule included in Attachment A, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:
and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER**: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. **SEVERABILITY**: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. **TERMINATION**: At any time and without cause, the MMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, MMWD shall pay the Consultant for services rendered to the termination date.

   In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, MMWD may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by MMWD by virtue of the breach of the agreement by the Consultant.

9. **TRANSFER OF RIGHTS/OWNERSHIP OF DATA**: The Consultant assigns to MMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports, video tapes,
photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to MMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of plans and specifications, reports and documents as MMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of MMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of MMWD.

All materials resulting from the efforts of MMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of MMWD. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by MMWD is prohibited without written permission of MMWD.

If the Consultant is using data provided by the District or by the County of Marin pursuant to its data-sharing agreement with MMWD, the Consultant (Licensee) acknowledges by execution of this Agreement that it has read the disclaimer(s) of liability and warranties regarding use of said shared data, a copy of which is attached to this Agreement as Attachment C.

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided MMWD, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by MMWD. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.
14. **INSURANCE**: The Consultant shall obtain insurance acceptable to MMWD in a company or companies with a Best's rated carrier of at least “A”. The required documentation of such insurance shall be furnished to MMWD at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

a. **Workers' Compensation Insurance**: Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

   "This policy shall not be canceled without first giving thirty (30) days prior notice to MMWD, Attn: Laurie Offenbach, by certified mail."

   The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed $1,000.

b. **Public Liability Insurance**: Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed $1,000. Coverage in an amount not less than $1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

   1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.

   2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the MMWD.

4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment B - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than $1,000,000. All insurance deductibles or self-insured retentions shall not exceed $1,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:

(i) This policy shall not be canceled without first giving thirty (30) days prior notice to MMWD by certified mail.

d. Documentation: The following documentation of insurance shall be submitted to MMWD:

(i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.

(ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to
guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. **BILLING AND DOCUMENTATION:** The Consultant shall bill MMWD for work on a monthly or agreed upon basis or as articulated in Attachment B and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. **REASONABLE ASSURANCES:** Each party to this agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance.

**DANIEL MACDONALD AIA ARCHITECTS, INC.**

Dated: ______________   By _____________________________________
Daniel Macdonald, President

**MARIN MUNICIPAL WATER DISTRICT**

Dated: ______________   By _____________________________________
Krishna Kumar, General Manager
ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage:  
Policy# ____________________________  
Policy Period ________________________

Automobile Liability:  
Policy# ____________________________  
Policy Period ________________________

INSURED:  
Name ________________________________
Address ________________________________
City/State/Zip __________________________

SCHEDULE

The Marin Municipal Water District, its officers, officials, agents, employees and volunteers (MMWD).

WHO IS AN INSURED

Is amended to include as an insured the organization shown in the schedule above.

1. The insurance shall be primary concerning the insured shown in the schedule above.
2. The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the MMWD.
3. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
4. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Authorized Insurance Representative

__________________________________________  ________________________
Signature                                      Date

Print Name and Title  
Rev. 7-25-06
Misc. Agreement No. 5456
ATTACHMENT C

MARIN MUNICIPAL WATER DISTRICT
DATA DISCLAIMER

(for data provided by the District)

Disclaimer of Liability and Warranties

A. All materials provided to Licensee by the District are the exclusive property of the District. Re-use of these materials by the Licensee in any manner other than in conjunction with activities authorized by the District is prohibited without the written permission of the District.

B. Licensee understands and agrees that it is possible that errors and omissions will occur in data input or programming done by the District to provide the data in the form desired. The Licensee further understands and agrees that it is probable that errors and omissions will occur in record keeping processes, especially when large numbers of records are developed and maintained, and that data may not meet the Licensee's standards as to accuracy or completeness. Notwithstanding, the Licensee agrees to take the data "as is", fully expecting that there may be errors and omissions associated with the data.

C. Licensee further understands and agrees that the District makes absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition or fitness for a particular purpose of the data or any programming used to obtain the data, nor as to whether the data are error-free, up-to-date, complete or based upon accurate or meaningful facts.

D. Licensee further understands and agrees that it will forever waive any and all rights, claims, causes of action or other recourse that it might otherwise have against the District for any injuries or damages of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in the data or in any programming used to obtain the data, or in any manner arising out of or related to this Agreement or the data provided hereunder. Licensee agrees that the District shall not be liable to Licensee for any liability, claim, loss, damage, injury or expense of any kind caused or alleged to be caused, directly or indirectly, by the inadequacy of data obtained from the District, by any deficiency of District or Licensee systems, by any delay or failure to provide any service, or by any other interruption, disruption or loss of Licensee operations.
Porteous Residence Rehabilitation – Scope of Work
(Miscellaneous Agreement No. 5456)

Description

A. For the purposes of this Scope of Work the parties shall be as follows:
   Architect: Daniel Macdonald AIA Architects, Inc. (DMAIA)
   Owner: Marin Municipal Water District

B. The scope of work is based on the Owner’s Request for Proposal dated January 4, 2016.

C. The intent of this scope of work is for the Architect to provide the following Basic Services:
   - As-built and Preliminary Drawings
   - Design Development
   - Construction Documents
   - Permit Processing
   - Bid Phase
   - Construction Administration
   - As-Built Record Drawings (OPTIONAL)

D. Survey, geotechnical engineering, structural engineering and landscape architecture are NOT a part of this Proposal.

E. If required, the Owner shall supply the following to the Architect:
   - Current and complete topographical survey delineating all boundaries, grades, easements, streets, utilities or other information as may be necessary for Architect’s use.
   - Current and complete geotechnical report as may be necessary for Architect's use.

More specifically the Architect agrees to perform the following Basic Services:

Scope of Work

Task 1: As-Built and Preliminary Design Drawings

A. The architect shall visit the site to become familiar and photograph the existing conditions. Architect shall field-measure the Porteous Residence and immediate surrounding area. The measurement of any out buildings is a part of this Agreement.
B. Based on the field measurement the Architect shall prepare as-built drawings of the residence and the immediate surrounding area for his use in providing design services.

C. At the direction of the Owner and based upon the site visit(s), phone, email discussions or other communication, the Architect shall prepare Preliminary Design drawings (and other related documents) in order to fix and describe the size and character of the project as to architecture; mechanical electrical, plumbing engineering (MEP) and building materials. The preliminary drawings shall also serve to solicit feedback from Marin County Community Development on all the types of information and documents needed for permits and approvals, including any engineering services, fire sprinklers, backflow prevention, etc.

D. Architect shall present the Preliminary Design documents to Owner for review and approval. Architect shall make minor changes to the documents at no additional change. Major changes to the design documents may require additional fees.

E. During the Preliminary Design phase, it will be determined if a Structural Engineer is required. If required, the Architect shall solicit proposals from one or more structural engineers. The accepted proposal shall become a part of the Owner – Architect Agreement, or the structural engineer will contract directly with the Owner, as the Owner and Architect mutually agree.

Task 2: Design Development

A. Based upon approved Preliminary Design, the Architect shall prepare Design Development Documents. The intent of the documents shall be to further fix and describe the size and character of the project as to architectural, mechanical, electrical, and materials and to review code information relevant to the project for future permit processing (see Task 4).

B. Design Development plans shall include:
   - Cover Sheet
   - Site Plan
   - Floor Plan (including bathroom and kitchen layouts)
   - Exterior Elevations
   - Interior Elevations (for kitchen, and bathroom)
   - Porch, Entry and Hardscape Plans
   - Details*
   - Specifications*
   - Structural Engineering (if required)
   - Mechanical Plan (with energy compliance data (Title 24))
   - Electrical Plan (power and lighting)
   - Plumbing Plan

* Details and Specifications to include, but not be limited to, insulation, flooring, trim, kitchen appliances, interior and exterior paint, plumbing and lighting fixtures, etc.

C. Design Development Drawings and Documents shall be considered as the 50% complete submittal to the Owner.
Task 3: Construction Documents

A. Based upon the scope of work delineated in the preliminary design documents, the Architect shall provide the following Construction Documents and Specifications for the project:

- Architectural
- Structural Engineering (if required)
- Mechanical Engineering
- Electrical Engineering
- Plumbing engineering (as required)
- Title 24 Energy Compliance Documentation

(Civil Engineering, Surveying, Geotechnical Engineering, Landscape Architecture, and all other design professionals, engineers, and consultants not specifically a part of this Proposal are not a part of this Proposal.)

The purposes of these Construction Documents and Specifications are to: (a) obtain a building permit (Task 4), and (b) solicit bids for construction by general contractors (Task 5). If it is determined that fire sprinklers and backflow prevention are required (Task 1), the Architect shall include a note on the drawings that the General Contractor shall hire a licensed fire sprinkler and backflow prevention contractor(s) who will provide engineered drawings for those items as a deferred submittal.

B. Construction Documents plans shall include:

- Cover Sheet
- Site Plan
- Floor Plan (including bathroom and kitchen layouts)
- Exterior Elevations
- Interior Elevations (for kitchen, and bathroom)
- Porch, Entry and Hardscape Plans
- Details*
- Specifications*
- Structural Engineering (if required)
- Mechanical Plan (with energy compliance data (Title 24))
- Electrical Plan (power and lighting)
- Plumbing Plan**

* Details and Specifications to include, but not be limited to, insulation, flooring, trim, kitchen appliances, interior and exterior paint, plumbing and lighting fixtures, etc.

C. Architect shall submit plans to Owner at 90% complete for Owner’s review. Once approved by Owner the Architect shall provide 100% complete plans to Owner.
**Task 4: Permit Processing**

A. Building permit application submittals shall be by Architect.

B. Architect will respond to and correct all reasonable and necessary plan check comments from all government agencies. The plan check comment corrections made by the Architect shall only satisfy those concerns that are within the scope of the Architect's work specifically delineated under this Proposal. Plan check comments not specifically a part of this area of work (i.e. ADA requirements not a part of the specific area of work) shall be considered extra services and billed at prevailing hourly rates.

C. The Architect shall apprise the Owner of permit application status and copy the Owner on substantial correction items.

**Task 5: Bid Phase**

A. The Owner shall issue Bid Documents to General Contractors. The Architect shall review the bid documents and apprise to the Owner or his review prior to their release.

B. The Architect shall assist the Owner in bid validation and determination of the successful bidder, if any.

**Task 6: Construction Administration**

A. Clarification of Construction Documents as requested by Owner or General Contractor.

B. During the construction phase, the Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise mutually agreed between the Owner and Architect to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect shall not be responsible for the acts or omissions of the Contractor or the Contractor's failure to perform the work in accordance with the requirements of the Contract documents or any applicable laws, codes, rules, or regulations.

C. Based on the Architect's observations and evaluations of the Contractor's Application for payment, the Architect shall review and certify the amounts due the Contractor.

The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s observations at the site that the work has progressed to the point indicated and that, to the best of the Architect’s knowledge, information and belief, the quality of work is in accordance with the Construction Documents. In the event the Architect determines that any work performed does not conform to the Construction Documents the Architect shall notify the Owner in writing of such non-conformance.
D. Review of shop drawings and submittals. The Architect shall review and approve or take other appropriate action on the Contractor’s submittals, such as shop drawings or other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown on the Construction Documents. This review shall not include review of the accuracy or completeness of details, quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect’s review shall be conducted with reasonable promptness while allowing sufficient time in the Architect’s judgment to permit adequate review. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. The Architect shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect in writing by the Contractor. The Architect shall not be required to review partial submissions or those for which submissions of correlated items have not been reviewed.

E. The Architect shall respond to Change Orders (CO’s), Requests for Clarification (RFC) and Requests for Information (RFI) from the General Contractor.

F. The Architect shall provide a site visit to determine the date of Substantial Completion and the date of Final Completion. All paperwork filed to the County Recorder shall be by Owner or General Contractor.

G. Architect shall perform a site visit to produce a punch list of items for completion.

H. The Architect shall review the final certificate for payment upon compliance with the requirements of the Contract Documents.

I. Fees for Construction Administration are estimated for an eight (8) week construction schedule. However, it is the intent that the Architect shall be compensated on an hourly basis for work performed under this task.

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hours per week</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td>Projects Director</td>
<td>4</td>
<td>64</td>
</tr>
<tr>
<td>Draftsperson / Admin</td>
<td>4</td>
<td>64</td>
</tr>
</tbody>
</table>

Task 7: As-Built Record Drawings and Other Documents (OPTIONAL)

A. If required by Owner, the Architect shall assemble as-built drawings with assistance of the General Contractor. The Architect is not responsible for drawing as-built drawings or for the accuracy of such drawings as provided by General Contractor, sub-contractors or others.

B. The Architect shall receive from the General Contractor and forward to Owner for review, any records, written warranties, and related documents required by the Contract Documents. It is the General Contractor’s sole responsibility to assemble and forward these materials to the Architect.
Deliverables and Distribution

A. The Architect to provide the following deliverables per the tasks above:

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>PRINTED COPIES</th>
<th>ELECTRONIC COPIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – As-built Prelim Dwgs</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Task 2 – Design Drawings</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Task 3 – Construction Docs</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Task 4 – Permit Documents</td>
<td>1 (Originals)</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 5 – Bid Assistance</td>
<td>0</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 5 – Construction Admin</td>
<td>0</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 7 – Optional Services</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

B. The consultant and MMWD shall work together through the permit, bid and construction administration tasks of the project to determine the best way to provide the necessary documentation needed for these tasks. At this time it is expected that electronic copies of documents, reports and e-mails, in common file format (e.g. PDF, MS Word, etc.) will be sufficient.

Schedule

A. The Owner and Architect are aware that many factors outside the Architect’s control may affect the Architect’s ability to complete the services to be provided under this Proposal. The Architect’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect’s control. For purposes of this Proposal, such causes include, but are not limited to, strikes or other labor disputes, weather disruption, national disasters, fires, riots, war or other emergencies, acts of God, failure of any governmental agency to act in a timely manner, failure of performance by the Owner or the Owner’s contractor’s or consultants, or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in the schedule and/or compensation.

B. Based upon Owner’s timely approval process by Owner, it is estimated time frame for the project is as follows:

- Task 1: 4 weeks from approval of contract
- Task 2: 4 weeks from approval of Task 1
- Task 3: 3 weeks from approval of Task 2
- Task 4: TBD
- Task 5: 1 week from notification
- Task 6: TBD
- Task 7: TBD

Electronic Requirements

A. Preliminary and/or presentation documents may be produced either by hand or on computer at the Architect’s discretion.

B. Documents may be produced on AutoCAD or other CADD system (system chosen at Architect’s discretion) compatible with Architect’s existing in-house computer system.
C. At the completion of the project and at the request of the Owner, the Architect shall supply the Owner with electronic files of documents. AutoCAD files shall remain the sole property of the Architect.

Other Provisions

A. Additional Services. Additional Services are services that are not considered Basic Services and are hereby excluded from the scope of services in this Proposal. The Owner and Architect agree to the list of services the Architect will provide as listed under the Basic Services. If agreed to in writing by the Owner and Architect, the Architect shall provide Additional Services. Additional Services are not included as part of Basic Services and shall be paid for by the Owner in addition to the payment for Basic Services, in accordance with the Architect’s prevailing fee schedule. Additional Services may include, but are not limited to, preparation of documents for bid alternates, responding to contractor-initiated requests for substitutions, more extensive construction observation services, advising on cost or budget issues, services resulting from changes in scope or magnitude of the project, redesign services requested to accommodate particular construction materials, methods, or sequences, services resulting from corrections or revisions required because of deviations from the Contract Documents during construction by the Contractor, services necessitated by fire or other damage to the construction, or services requested after either acceptance or approval of the project by the Owner.

B. Exclusions. Architect’s services are limited to those identified as Basic Services. Among other things, such Basic Services do not include:

- Survey
- Civil engineering
- Landscape architecture
- Fire sprinkler engineering
- Fire alarm system engineering
- Geotechnical (soils) engineering
- Environmental Graphic Designer / Signage Design (or similar)
- Asbestos, toxic or hazardous waste investigations
- Environmental impact reports
- Models
- Renderings

C. Reimbursable Expenses. Normal reimbursable expenses are not a part of the Fee and shall be billed at cost plus 10% (ten percent) and shall include: extra or additional consultant services; airline fares; accommodations; meals; rental cars; printing; packaging; mailing; shipping; automobile mileage; photography; telephone calls; FAX transmittals; etc. Also included as reimbursable are any government agency processing fees; permit fees; plan check fees; etc.
Compensation

A. See attached Architect’s Hourly Rate Schedule (Exhibit B). Hourly Rate Schedule may be revised on an annual basis.

B. Compensation shall be on an hourly or fixed fee basis as follows. Architect shall not exceed these amounts unless approved by the Owner in writing prior to the commencement of such work:

<table>
<thead>
<tr>
<th>Task 1: As-Built and Preliminary Design Drawings (Fixed Fee)</th>
<th>Principal</th>
<th>Project Architect</th>
<th>Senior CAD Draftsperson</th>
<th>Total Hours</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2: Design Development (Fixed Fee)</td>
<td>4</td>
<td>32</td>
<td>48</td>
<td>84</td>
<td>9,552</td>
</tr>
<tr>
<td>Task 3: Construction Documents (Fixed Fee)</td>
<td>4</td>
<td>32</td>
<td>48</td>
<td>84</td>
<td>9,552</td>
</tr>
<tr>
<td>Task 4: Permit Processing (Hourly Estimate)</td>
<td>1</td>
<td>8</td>
<td>16</td>
<td>25</td>
<td>2,772</td>
</tr>
<tr>
<td>Task 5: Bid Phase (Hourly Estimate)</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>984</td>
</tr>
</tbody>
</table>

- Electrical Engineering
- Mechanical / Plumbing Engineering
- Structural Engineering
**Task 6: Construction Administration** (Hourly Estimate)

<table>
<thead>
<tr>
<th></th>
<th>8</th>
<th>16</th>
<th>8</th>
<th>32</th>
<th>4,320</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Engineering</td>
<td>Hourly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical / Plumbing Engineering</td>
<td>Hourly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural Engineering</td>
<td>TBD, if required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Task 7: As-Built Record Drawings and Other Documents (OPTIONAL)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Engineering</td>
<td>TBD</td>
</tr>
<tr>
<td>Mechanical / Plumbing Engineering</td>
<td>TBD</td>
</tr>
<tr>
<td>Structural Engineering</td>
<td>TBD, if required</td>
</tr>
<tr>
<td>Fire Sprinkler/Backflow</td>
<td>TBD, if required</td>
</tr>
</tbody>
</table>

**Reimbursable Expenses Allowance**

- Electrical Engineering: TBD
- Mechanical / Plumbing Engineering: TBD
- Structural Engineering: TBD, if required
- Fire Sprinkler/Backflow: TBD, if required

**Architect's Mark-Up for Consultant's work (10%)**

- $2,500
- $1,630

**TOTAL $56,250**

**Billings**

A. The Architect's fees shall be billed monthly as the work progresses. All amounts invoiced shall be due and payable upon receipt. Any unpaid balances shall accrue late charges of 1-1/2% (one and one half percent) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) calendar days after the date of invoice, and shall be payable without further action by Architect. Owner agrees to notify Architect in writing within thirty (30) calendar days of the date of the invoice should Owner take exception to or dispute any charges on the invoice. If notification is not received by Architect within thirty (30) calendar days, Owner thereafter waives any objection to the invoice which is payable in full. All payments should be remitted to the address indicated on the invoice.
**Hourly Rate Schedule**

1 June 2014 (Effective Date)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 180.00 per hour</td>
</tr>
<tr>
<td>Projects Director</td>
<td>$ 132.00 per hour</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$ 121.00 per hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$ 121.00 per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 96.00 per hour</td>
</tr>
<tr>
<td>CAD Draftsperson</td>
<td>$ 96.00 per hour</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>$ 96.00 per hour</td>
</tr>
<tr>
<td>Administration</td>
<td>$ 75.00 per hour</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>$ 43.00 per hour</td>
</tr>
</tbody>
</table>