NOTICE OF SPECIAL MEETING
BOARD OF DIRECTORS

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

MEETING DATE: MONDAY, November 10, 2014
TIME: 7:30 p.m.
LOCATION: MMWD Board Room, 220 Nellen Ave., Corte Madera, CA 94925

AGENDA

☐ CALL TO ORDER
☐ ADOPT AGENDA
☐ PUBLIC EXPRESSION*
☐ DIRECTORS’ AND GENERAL MANAGER’S ANNOUNCEMENTS
☐ CONSENT CALENDAR – ITEMS 1-2**

1. Minutes of October 21, 2014 meeting
   Approve

2. Administration Building Roofing Project: Resolution No. 8313 declaring project complete
   Approve

☐ REGULAR CALENDAR

3. Water production, storage, and drought response report
   Information
   7:50 p.m.

4. Tamalpais Lands Collaborative/MMWD projects and programs list and cooperative agreement with Golden Gate National Parks Conservancy
   Approve
   7:55 p.m.

5. Quarterly conservation program update
   8:05 p.m.

6. Budget augmentation in the amount of $72,000 for PG&E emergency drought funding for wildfire hazard reduction
   8:20 p.m.

7. CalPERS health plan contribution for 2015 Resolution Nos. 8316, 8317 and 8318
   8:25 p.m.

MMWD BOARD OF DIRECTORS: Armando Quintero, President; Liza Crosse, Vice President; Jack Gibson; Cynthia Koehler; Larry Russell

*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.

**All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the board, unless specific items are removed from the consent calendar during adoption of the agenda for separate discussion and action.

- over -
<table>
<thead>
<tr>
<th>ITEM</th>
<th>RECOMMENDATION</th>
<th>APPROX. START</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Janitorial services contract</td>
<td></td>
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<tr>
<td></td>
<td>(Miscellaneous Agreement No. 5302)</td>
<td>8:30 p.m.</td>
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<tr>
<td>9.</td>
<td>MMWD South Pipeline Replacement Project:</td>
<td>8:35 p.m.</td>
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<td></td>
<td>Resolution No. 8314 awarding Contract No. 1754</td>
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<tr>
<td>10.</td>
<td>Fill Vacancies:</td>
<td>Approve</td>
</tr>
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<td></td>
<td>A. Senior Distribution Operator</td>
<td>Approve</td>
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<td></td>
<td>B. Meter Service Technician</td>
<td>Approve</td>
</tr>
<tr>
<td>11.</td>
<td>Future agenda items</td>
<td>Approve</td>
</tr>
</tbody>
</table>

**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.

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

**INFORMATION PACKETS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MMWD OFFICE, AND MMWD WEBSITE (MARINWATER.ORG)**

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**FUTURE BOARD MEETINGS:**

- Tuesday, November 18, 2014, 7:30 p.m.  MMWD Board Room
- Tuesday, December 16, 2014, 7:30 p.m.  MMWD Board Room
Minutes of the meeting of the Board of Directors held on Tuesday, October 21, 2014 at 220 Nellen Avenue, Corte Madera, California.

Directors present: Liza Crosse, John C. Gibson (participated by telephone), Cynthia Koehler, Armando Quintero and Larry L. Russell

Directors absent: None

CALL TO ORDER

President Quintero called the meeting to order at 7:30 p.m.

AGENDA

On motion of Director Crosse, seconded by Director Koehler, the agenda was adopted by the following roll call vote:

Ayes: Directors Crosse, Gibson, Koehler, Quintero and Russell

Noes: None

Absent: None

Abstain: None

PUBLIC EXPRESSION

Laurie Grace informed the Board of an event on issues related to the use of herbicides.

Debbie Friedman, co-chair for Moms Advocating Sustainability, requested the District review and comment on the California Department of Food and Agriculture’s Pest Programmatic Environmental Impact Report.

Director Koehler said she wanted to publicly disclose that she serves on the Advisory Board of Moms Advocating Sustainability. She also requested the matter be agendized as soon as possible.

Justin Kohn expressed his opposition to the use of fluoride.
DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS

None.

CONSENT CALENDAR (ITEMS 1-7)

Director Crosse said regarding Item 5 (County View Tank Coating Project) that she had become aware that Farr Construction had been found to be in violation of the Department of Industrial Relations and the State Labor Commission regarding the management of subcontractors and apprentices. She said she would not oppose awarding the contract to Farr Construction. She requested that District staff convey to Farr Construction that the District is aware of the violation and will be attentive to their conduct on the job.

Upon motion by Director Crosse, seconded by Director Koehler, the Board approved Items 1 through 7 of the Consent Calendar by the following roll call vote:

Ayes: Directors Crosse, Gibson, Koehler, Russell and Quintero
Noes: None
Absent: None
Abstain: None

ITEM 1 Minutes of October 7, 2014 meeting as presented.

ITEM 2 Administration Building Roofing Project: Resolution No. 8309 declaring a continued state of emergency to complete the administration building roof.

ITEM 3 Ross Sausalito Pipeline Replacement Project: Resolution No. 8312 awarding Contract No. 1762 to W. R. Forde Associates in the amount of $466,290.

ITEM 4 Sale of Surplus Property: Portion of Alto Tank Site adjacent to 13 Escalon Drive, Mill Valley (APN 033-101-25) in the amount of $585,000.

ITEM 5 County View Tank Coating Project: Resolution No. 8310 awarding Contract No. 1760 to Farr Construction Corporation in the amount of $184,540.

ITEM 6 Corrosion Test Station Rehabilitation Project: Resolution No. 8311 awarding Contract No. 1761 to Piazza Construction in the amount of $126,025.

ITEM 7 General Manager’s Report for September.
ITEM 8 WATER PRODUCTION, STORAGE, AND DROUGHT RESPONSE REPORT

Mike Ban, Engineering and Environmental Services Division Manager, presented the staff report and reported that fiscal year water production was 9,000 AF, daily water flow rate was 21 MGD and current storage volume was approximately 49,520 AF which was 62% of capacity and 95% of average. He said approximated 6 MGD was being released into Lagunitas and Walker Creeks to meet instream flow requirements. A question and answer period followed.

ITEM 9 FILL VACANCIES: A. CHEMIST II; B. ASSOCIATE ENGINEER

Mike Ban presented the staff report requesting authorization to recruit and hire one Chemist II position.

On motion of Director Crosse, seconded by Director Koehler, the Board authorized the General Manager to recruit and hire for the position of Chemist II by the following roll call vote:

Ayes: Directors Crosse, Gibson, Koehler, Russell and Quintero
Noes: None
Absent: None
Abstain: None

Mike Ban presented the staff report requesting authorization to recruit and hire one Associate Engineer position.

On motion of Director Koehler, seconded by Director Crosse, the Board authorized the General Manager to recruit and hire for the position of Associate Engineer by the following roll call vote:

Ayes: Directors Crosse, Gibson, Koehler, Russell and Quintero
Noes: None
Absent: None
Abstain: None

ITEM 10. FUTURE AGENDA ITEMS

Krishna Kumar, General Manager, presented the staff report listing Future Agenda items.

Director Crosse said she planned to address the pending performance evaluations after November 5.

Director Quintero requested a discussion on the conservation programs.

Director Russell requested an assessment of a retirement plan report issued by a group of former jurors of the Marin County Civil Grand Jury.

At 7:47 p.m. the Board adjourned to closed session to discuss the following matter:

ITEM 11. CLOSED SESSION: Conference with Legal Counsel
Existing Litigation: Government Code §54956.9(a)
SFWCAB Case Nos. ADJ7699395, ADJ8101099

The Board reconvened into open session and Director Quintero announced that no reportable action was taken during closed session.

ADJOURNMENT

There being no further business, the meeting of October 21, 2014, was adjourned at 8:06 p.m.

___________________________
President, Board of Directors

ATTEST:

___________________________
Secretary
STAFF REPORT

SUBJECT: Minutes

SUBMITTED BY: District Secretary

RECOMMENDED ACTION: Approve Minutes from October 21, 2014 Meeting

ATTACHMENTS

Minutes
STAFF REPORT

SUBJECT: MMWD Administration Building Roof Replacement Project

SUBMITTED BY: Michael Ban, Manager
Jeffrey Ohmart, Principal Engineer
Environmental & Engineering Services

RECOMMENDED ACTION: Approve Resolution No. 8313 declaring an end of the Administration Building Roof Replacement Emergency.

EXECUTIVE SUMMARY: On July 1, 2014, the Board approved Resolution No. 8289 declaring an emergency regarding the need to re-roof the Administration Building before the storm season begins and directing the General Manager to take actions necessary to complete the Administration Building Roof Replacement Project. Construction on the Administration Building Roof Replacement Project began August 11, 2014 and is now complete. Therefore, Staff recommends approving Resolution No. 8313 declaring an end to the emergency.

This action aligns with the District’s 5-Year Strategic Plan Goal 1 (Water Supply Resiliency) and Strategy 4 (Ensure facilities and equipment are maintained and sufficient to support resiliency, water quality, watershed management and a productive workforce).

FISCAL IMPACT: YES ___ NO X ___ FISCAL YEAR: __________________________

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>FUNDING SOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Amount</td>
<td>Operating Fund</td>
</tr>
<tr>
<td>Budget Augmentation Requested</td>
<td>Capital Fund</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>TOTAL SOURCES</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

FISCAL IMPACT NARRATIVE: Calling an end to the emergency does not have a cost.

REVIEWED BY: Finance Manager [ ] NA [X]
General Counsel [ ] NA [X]
General Manager [X ] NA [ ]

ATTACHMENTS:
1. Resolution No. 8313
RESOLUTION NO. 8313

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN MUNICIPAL WATER DISTRICT
ENDING THE EMERGENCY TO RE-ROOF THE DISTRICT
ADMINISTRATION BUILDING
PURSUANT TO DISTRICT CODE SECTION 2.90.055

WHEREAS, the Board of Directors of the Marin Municipal Water District, pursuant to Resolution No. 8289, declared an emergency to complete the Administration Building Roof Replacement Project on July 1, 2014; and,

WHEREAS, Implementation of the emergency contract award procedure of Section 2.90.055 of the District Code was required in this situation.

WHEREAS, said roof has been replaced with installation completed on October 29, 2014;

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

A. The Board of Directors find:

1. The Administration Building is critical to the District’s ongoing operations.

2. A significant emergency existed because protective measures for this critical facility must have been completed before the onset of the rainy season to prevent further threats to ongoing operations, including public and employee safety.

3. Successful installation of a new roof has been completed.

4. An end is declared to the Administration Building Roof Replacement emergency.

PASSED AND ADOPTED this 10th day of November 2014 by the following vote of the Board.

AYES:

NOES:

ABSENT:

_________________________________
President, Board of Directors

ATTEST:

_________________________________
Secretary
STAFF REPORT

SUBJECT: Water Production and Storage Report

SUBMITTED BY: Mike Ban, P.E., Manager
Environmental and Engineering Services Division

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

The District’s treated water production for the report period ending November 4, 2014 has averaged 19.3 mgd, with San Geronimo producing 10.1 mgd, Bon Tempe producing 2.7 mgd, and the Sonoma Intertie producing 6.5 mgd. The Las Gallinas Recycled Water Treatment Plant has produced an average of 0.36 mgd. Potable water production for the fiscal year has been 10,008 acre-feet, which is 14.2% below FY13/14. Imported water deliveries to date this FY have been 2,730 acre-feet, compared to 2,105 acre-feet for the same period last year.

District reservoir storage, as of this date is 48,725 acre-feet. This is 61% of total storage capacity and 95% of normal storage. Last year on this date, storage was 49,613 acre-feet. Storage on October 14, 2014 (as reported to you at the Board meeting of Oct. 21, 2014) was 49,858 acre-feet and has decreased in the 3-week interval by 1,133 acre-feet.

As measured from the lip of each spillway, the water surface at Kent is down 27.2 feet; Bon Tempe is down 6.1 feet; Alpine is down 10.6 feet; Nicasio is down 20.8 feet; Soulajule is down 15.5 feet; Lagunitas is down 1.1 feet; and Phoenix is down 2.7 feet.

The stream release from Kent Reservoir is 5.7 cfs (3.7 mgd), and the release from Soulajule is 2.2 cfs (1.4 mgd).

REVIEWED BY: Finance Manager [ ] NA [X ]
General Counsel [ ] NA [X ]
General Manager [X ] NA [ ]

ATTACHMENTS:

• Monthly Water Production From FYE 2010 – 2015
• Daily Production-Potable Water for the past two years
• Running 12-month Water Production for 1988 to present
• Total Reservoir Storage for the past three years
• Precipitation Distribution for the past two years
• Potential Evapotranspiration (ETO) at Pt. San Pedro Road CIMIS station
### Total Potable Water Production

**Monthly Water Production (acre-feet)**

<table>
<thead>
<tr>
<th>Month</th>
<th>FYE 15</th>
<th>FYE 14</th>
<th>FYE 13</th>
<th>FYE 12</th>
<th>FYE 11</th>
<th>FYE 10</th>
<th>% Change FYE15 vs FYE14</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>2,690</td>
<td>2,977</td>
<td>3,038</td>
<td>2,851</td>
<td>3,029</td>
<td>3,054</td>
<td>-10%</td>
</tr>
<tr>
<td>August</td>
<td>2,590</td>
<td>2,960</td>
<td>3,042</td>
<td>2,865</td>
<td>3,003</td>
<td>3,048</td>
<td>-13%</td>
</tr>
<tr>
<td>September</td>
<td>2,298</td>
<td>2,742</td>
<td>2,744</td>
<td>2,700</td>
<td>2,851</td>
<td>2,781</td>
<td>-16%</td>
</tr>
<tr>
<td>October</td>
<td>2,118</td>
<td>2,599</td>
<td>2,345</td>
<td>2,182</td>
<td>2,383</td>
<td>2,143</td>
<td>-18%</td>
</tr>
<tr>
<td>Total</td>
<td>9,696</td>
<td>11,277</td>
<td>11,169</td>
<td>10,598</td>
<td>11,266</td>
<td>11,026</td>
<td>-14%</td>
</tr>
</tbody>
</table>

### Imported Water Production

<table>
<thead>
<tr>
<th>Month</th>
<th>FYE 15</th>
<th>FYE 14</th>
<th>FYE 13</th>
<th>FYE 12</th>
<th>FYE 11</th>
<th>FYE 10</th>
<th>% Change FYE15 vs FYE14</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>710</td>
<td>517</td>
<td>349</td>
<td>376</td>
<td>327</td>
<td>326</td>
<td>37%</td>
</tr>
<tr>
<td>August</td>
<td>451</td>
<td>502</td>
<td>356</td>
<td>376</td>
<td>331</td>
<td>332</td>
<td>-10%</td>
</tr>
<tr>
<td>September</td>
<td>867</td>
<td>498</td>
<td>363</td>
<td>367</td>
<td>310</td>
<td>311</td>
<td>74%</td>
</tr>
<tr>
<td>October</td>
<td>619</td>
<td>520</td>
<td>424</td>
<td>378</td>
<td>449</td>
<td>461</td>
<td>19%</td>
</tr>
<tr>
<td>Total</td>
<td>2,646</td>
<td>2,036</td>
<td>1,493</td>
<td>1,497</td>
<td>1,416</td>
<td>1,429</td>
<td>30%</td>
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</table>

### Reservoir Water Production

<table>
<thead>
<tr>
<th>Month</th>
<th>FYE 15</th>
<th>FYE 14</th>
<th>FYE 13</th>
<th>FYE 12</th>
<th>FYE 11</th>
<th>FYE 10</th>
<th>% Change FYE15 vs FYE14</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>1,980</td>
<td>2,460</td>
<td>2,689</td>
<td>2,476</td>
<td>2,702</td>
<td>2,729</td>
<td>-20%</td>
</tr>
<tr>
<td>August</td>
<td>2,139</td>
<td>2,458</td>
<td>2,686</td>
<td>2,489</td>
<td>2,673</td>
<td>2,716</td>
<td>-13%</td>
</tr>
<tr>
<td>September</td>
<td>1,431</td>
<td>2,244</td>
<td>2,381</td>
<td>2,332</td>
<td>2,542</td>
<td>2,470</td>
<td>-36%</td>
</tr>
<tr>
<td>October</td>
<td>1,499</td>
<td>2,079</td>
<td>1,921</td>
<td>1,804</td>
<td>1,934</td>
<td>1,683</td>
<td>-28%</td>
</tr>
<tr>
<td>Total</td>
<td>7,049</td>
<td>9,241</td>
<td>9,677</td>
<td>9,101</td>
<td>9,850</td>
<td>9,597</td>
<td>-24%</td>
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</table>

### Recycled Water Production

<table>
<thead>
<tr>
<th>Month</th>
<th>FYE 15</th>
<th>FYE 14</th>
<th>FYE 13</th>
<th>FYE 12</th>
<th>FYE 11</th>
<th>FYE 10</th>
<th>% Change FYE15 vs FYE14</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>103</td>
<td>109</td>
<td>117</td>
<td>98</td>
<td>116</td>
<td>107</td>
<td>-5%</td>
</tr>
<tr>
<td>August</td>
<td>80</td>
<td>103</td>
<td>116</td>
<td>98</td>
<td>109</td>
<td>112</td>
<td>-22%</td>
</tr>
<tr>
<td>September</td>
<td>78</td>
<td>89</td>
<td>90</td>
<td>89</td>
<td>92</td>
<td>88</td>
<td>-12%</td>
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<td>October</td>
<td>55</td>
<td>69</td>
<td>54</td>
<td>15</td>
<td>57</td>
<td>39</td>
<td>-20%</td>
</tr>
<tr>
<td>Total</td>
<td>316</td>
<td>369</td>
<td>377</td>
<td>301</td>
<td>374</td>
<td>346</td>
<td>-14%</td>
</tr>
</tbody>
</table>
POTENTIAL EVAPOTRANSPIRATION (ETO)
AT POINT SAN PEDRO ROAD, SAN RAFAEL

MONTHS

ETO - in./Day

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

2013 ACTUAL
2014 ACTUAL
AVG ETO
NET ETO

Water Production and Storage Report
November 10, 2014
Page 7
STAFF REPORT

SUBJECT: Tamalpais Lands Collaborative /MMWD Projects and Programs List and Cooperative Agreement with Golden Gate National Parks Conservancy

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

RECOMMENDED ACTION: Approve the list of conceptual projects and programs to be supported by the Tamalpais Lands Collaborative. Approve Cooperative Agreement between the Golden Gate Parks Conservancy and the Marin Municipal Water District for the Creation of the Tamalpais Land Collaborative

EXECUTIVE SUMMARY:

Under the Tamalpais Lands Collaborative (TLC) Memorandum of Understanding (MOU), the partner agencies agree to develop a “5 Year List” of projects and programs to be supported by the TLC. The Working Group, made up of staff from the partner agencies, have expanded that task to the development of what is essentially a strategic vision for the TLC’s first five years. Towards that end the partners have produced a document entitled: One Mountain, One Vision: the First Five Years (5-Year Vision) which outlines the TLC’s aspirations including strategies for public engagement, funding and implementing projects and programs, philanthropy, and enhancing collaboration among the agencies.

The MOU also states that the MMWD board must approve all programs and projects on district lands for which the Golden Gate National Parks Conservancy (Conservancy) will raise funds. The TLC partners have produced a working list of projects and programs for which fundraising may be undertaken. This list will be evaluated annually. Staff requests Board approval of the projects and programs in which the district will participate and thereby give the Conservancy its approval to begin fundraising for them.

In order to implement projects and programs of the TLC, staff has developed a cooperative agreement with the Conservancy that establishes the working relationship and business terms between the district and the Conservancy for the purposes the TLC. The cooperative agreement provides the basis for ongoing operations and any subsequent agreements for implementation of specific projects and programs. Staff request board approval for the cooperative agreement with the Conservancy.

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

BACKGROUND:

Tamalpais Lands Collaborative Memorandum of Understanding
The Board of Directors approved on February 4, 2014 a Memorandum of Understanding (MOU) for the Creation of the Tamalpais Lands Collaborative. The TLC brings together the four agencies responsible for the management of Mt. Tamalpais and its expansive lands (Marin Municipal Water District, National Park Service, California State Parks, and Marin County Parks) and a conservation nonprofit (Golden Gate National Parks Conservancy) to combine resources, talent, and know-how for the long-term benefit of the mountain. As described in the TLC MOU, the Conservancy’s role is to support the enterprise through fundraising, public engagement, and serving as the non-profit fiscal agent.

**The Tamalpais Lands Collaborative 5 Year Vision Document:**

In the TLC MOU the parties agreed to develop a “5 Year List” of projects and programs to guide fundraising. Further, the MOU states: “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 working group and the executive team of TLC agency partners have produced a more extensive document entitled “The Tamalpais Lands Collaborative: One Mountain, One Vision – The First Five Years” (attachment #1).

The vision document makes a compelling argument for the formation of the TLC and outlines its mission, vision and strategies. It establishes four strategic goals: 1) build awareness and engagement with the visitors, interested community groups and the general public; 2) implement projects and programs to steward Mt. Tam’s resources; 3) promote community philanthropy and investment of time and funding to support stewardship; and 4) foster partnership and expand collective impact through leveraging agency talents and resources and collaboration with community groups and friends.

The vision document charts the TLC’s growth over the first five years organized by three phases launching (year one), building and sustaining (year two and three), and stewarding investments and expanding impacts (year four and five).

**TLC Projects and Programs List:**

The MOU states that the MMWD Board of Directors must approve all programs and projects on district lands for which the Golden Gate National Parks Conservancy (Conservancy) will raise funds. The TLC partners have produced a working list of projects and programs for which fundraising may undertake (Attachment 2). There is a range of potential projects in type and scale and some may require significant additional effort to define scope, meet environmental review requirements, and determine necessary funding levels. All projects and programs implemented on MMWD lands will be subject to public review and approval by the MMWD Board of Directors (see below). Staff requests Board approval of the potential projects and
programs in which the district will participate and thereby give the Conservancy its approval to begin fundraising for them.

Cooperative Agreement with Golden Gate National Parks Conservancy

The TLC MOU was intended to provide broad guidance for the operation of the collaboration among the agencies and includes a statement of goals, agency responsibilities, language on governance, and direction for fundraising and expenditures. Some of the agencies already have agreements in place between each other and with the Conservancy that provide the basis for managing projects and programs under the TLC’s umbrella. District and Conservancy staff have developed a new agreement (attachment 3) in order to address business practices such as insurance, indemnification, finance, accounting, reporting, use of facilities, and other terms, all in a way consistent with MMWD’s needs. The agreement provides the basis for future work by calling for the development of Project Statements that would be appended to the Cooperative Agreement. Project Statements will require board approval. In this way all TLC activities affecting District lands would come under the board review.

Staff recommends that the Board approve the Cooperative Agreement.

MMWD Strategic Plan Significance

This project is a primary strategic goal of the MMWD’s 2014 Strategic Plan. Specifically it achieves Goal 4 Environmental Stewardship/ Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as a water and community asset: Objective 1) Develop projects and programs for the Tamalpais Lands Collaborative and Objective 2) Increase volunteer and education program capacity though public-private and not-for-profit partnerships.

REVIEWED BY:  
Finance Manager [ ] NA [x]  
General Counsel [x] NA [ ]  
General Manager [x] NA [ ]

ATTACHMENTS:
1. “The Tamalpais Lands Collaborative: One Mountain, One Vision – The First Five Years”
2. List of potential projects and programs of the Tamalpais Lands Collaborative
3. Cooperative Agreement between the Golden Gate Parks Conservancy and the Marin Municipal Water District for the Creation of the Tamalpais Land Collaborative
The Tamalpais Lands Collaborative:

ONE MOUNTAIN

ONE VISION
Encompassing 46,000 acres, the TLC’s area of focus radiates from the top of Mt. Tam to include the entirety of Mount Tamalpais State Park, Muir Woods National Monument, and the Marin Municipal Water District’s watershed lands. It also includes various parklands of the Golden Gate National Recreation Area and several Marin County Parks and Open Space District preserves.
The Tamalpais Lands Collaborative:
One Mountain, One Vision
The First Five Years

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2  A Watershed Opportunity
3  The First 100 Years: A Rich History of Conservation
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20 OneTarn, Many Friends
The five TLC partners stand together following the signing of the Memorandum of Understanding (MOU) on March 21, 2014. Pictured from left to right are Danita Rodriguez, Superintendent, California State Parks, Bay Area District; Kevin Wright, External Affairs Coordinator, Marin County Parks; Armando Quintero, President, Marin Municipal Water District Board of Directors; Greg Moore, President & CEO, Golden Gate National Parks Conservancy; and Frank Dean, General Superintendent, Golden Gate National Recreation Area.
Mt. Tam—the highest peak in the Marin coast range—stands tall in the landscape of our lives and history, and looms even larger in our imaginations. The mountain and its watershed lands provide fresh air and clean water as well as places of inspiration and precious solitude. Rare and endangered species thrive in its wide array of habitats, and visitors come to enjoy the beauty, education, and recreation these landscapes offer.

Mt. Tam’s land managers have the honor of protecting some of the most beautiful, ecologically rich, and well-loved open spaces in the region, and an important source of drinking water. But people’s love for the mountain and its open space transcends the jurisdictional boundaries of the agencies responsible for its stewardship. Like the plants and animals that live on these lands, most people view Mt. Tam as a single, interconnected place.

The Tamalpais Lands Collaborative (TLC) is not a new agency, but rather an innovative partnership approach that is the natural evolution of over 20 years of formal and informal relationships among the Marin Municipal Water District, National Park Service, California State Parks, Marin County Parks, and Golden Gate National Parks Conservancy. Building on the important ongoing efforts of existing volunteers, community groups, and organizations, the TLC offers a unified approach to support priority conservation and restoration projects, coordinate education and volunteer programs, and increase the size of the volunteer corps stewarding these lands.

However, the TLC is just part of the solution. The mountain needs you. We ask you to join us in this historic effort. Together, we can work together and realize the vision for Mt. Tam as one mountain that sustains us all.

Sincerely,

Krishna Kumar
General Manager
Marin Municipal Water District

Frank Dean
General Superintendent
National Park Service
Golden Gate National Recreation Area

Danita Rodriguez
Superintendent
California State Parks
Bay Area District

Linda Dahl
General Manager
Marin County Parks

Greg Moore
President and Chief Executive Officer
Golden Gate National Parks Conservancy
The First 100 Years: A Rich History of Conservation

Iconic, majestic, and beautiful, Mt. Tam has stood as silent sentinel over the many changes that have shaped Marin County and the San Francisco Bay Area over the years. Home to the Coast Miwok for thousands of years, at the beginning of the 20th century the county was dappled with dairy farms, ranches, summer homes, and small, close-knit communities with limited connections to the burgeoning population of nearby San Francisco. Large swaths of open spaces, clean water, fresh air, and diverse wildlife must have seemed so bountiful that early residents could have been forgiven for taking it all for granted. Yet, it is within this context that the incredible vision and foresight of the area’s early conservationists took hold.

A PHILANTHROPIC GIFT FOR THE AGES

While Marin’s conservation history is built on the shoulders of many people, one in particular stands above all others in preserving Mt. Tam. Driven by his desire to protect the mountain, William Kent borrowed money to purchase and donate the land that eventually became Muir Woods National Monument in 1908. He also went on to assemble thousands of acres of forested lands on the mountain’s north slope to help create the state’s first municipal water district—the Marin Municipal Water District (MMWD)—in 1912. That same year, the Tamalpais Conservation Club was founded and, along with then U.S. Congressman Kent, spearheaded the creation of Mount Tamalpais State Park, which opened in 1930. Additional lands on Mt. Tam were protected through the founding of the Golden Gate National Recreation Area (a unit of the National Park Service) and Marin County Parks in 1972.

William Kent, pictured here with Gifford Pinchot, was instrumental in protecting Mt. Tam's lands.

Marin Municipal Water District
National Park Service
California State Parks
Marin County Parks
Golden Gate National Parks Conservancy
A LEGACY FOR THE FUTURE

Today, managed as a matrix of protected areas by four public agencies, the mountain provides drinking water to 186,000 Marin County residents and hosts millions of visitors each year. As remnants of the area’s original natural abundance, Mt. Tam’s wetlands, forests, chaparral, and meadows are home to over 900 plant and 400 animal species, more than 50 of which are considered rare, endangered, or threatened. Nature does not recognize jurisdictional lines, however, and Mt. Tam’s boundaries are similarly irrelevant to many of the visitors who seek out its trails, campgrounds, picnic areas, and vistas for renewal, solitude, inspiration, and recreation. The TLC is an innovative new partnership model that will allow Mt. Tam’s land managers to strengthen existing relationships and work with the community to care for the mountain as one interconnected place for which we are all responsible.

“The beauty of the place attracted me, and got on my mind, and I could not forget the situation.”

– William Kent, Conservationist, upon seeing for the first time the forest and valley that he later bought and donated to become Muir Woods National Monument

“More than a century ago, William Kent had a vision to preserve Mt. Tam as a public park. He took the first steps to make it happen and many others have continued the hard work. The TLC is another major step toward Kent’s dream.”

– Barry Spitz, Author, “Tamalpais Trails” and “To Save a Mountain: The 100-Year Battle for Mount Tamalpais”
The Next 100 Years: Care and Stewardship

Thanks to the vision and foresight of those who came before us, we now enjoy some of the most beautiful, ecologically rich, and well-loved open spaces in the region, and are blessed with an important source of clean drinking water. But these natural, cultural, and recreational values are threatened by the demands of a growing population, shrinking budgets, aging infrastructure, and looming environmental challenges like the spread of invasive species, forest diseases, and climate change.

Furthermore, there is currently no way for those who love Mt. Tam to support the mountain as a whole, and many agency volunteer programs are at capacity, leaving those who would help without a clear path to do so. Similarly, land managers are not able to accommodate the number of schools and other Marin County groups that would like to come to Mt. Tam, jeopardizing our ability to ensure that future generations will continue to love and care for the mountain as the region continues to grow and change.

These challenges are too great for any agency to tackle alone. If the last century was defined by the need to protect and conserve the land, the next 100 years will demand that we find broader, more holistic approaches to caring for the mountain. It will only be through working together that we continue the conservation legacy that has carried us this far.

“If I could return to Mt. Tam in 100 years, I would wish to see it in as natural a state as possible. Ideally, there would be few scars of human presence other than trails which allow visitors to enjoy the unspoiled beauty, to hear the warblers who have returned to their trees and meadows each spring, to see the trillium in bloom in redwood canyons and the grass iris in grasslands, and to walk in peace to restore their souls and escape from their noisy daily lives.”

– Janice Barry, President, Tamalpais Conservation Club
The Mission of the TLC

The TLC combines the expertise and resources of the National Park Service, California State Parks, Marin Municipal Water District, Marin County Parks, and the nonprofit Golden Gate National Parks Conservancy to ensure the long-term health of Mt. Tam. The TLC will advance efforts to restore ecosystems, improve trail corridors, enhance visitor experiences, expand education and stewardship programs, and inspire community support through volunteerism and philanthropy.
The TLC’s ambitions are organized into three phases: launching, building and sustaining, and stewarding investments and expanding impacts. The TLC will need to change and adapt as resource needs, funding, organizational capacity, and public interest dictate; therefore evaluation and reassessment will be a part of each phase.

Year One (2014)—Launching the Initiative

Year One is focused on building a solid foundation to ensure success. Priorities include building community awareness, understanding, and trust; understanding community interests and needs; developing a public awareness and engagement initiative—OneTam—to promote the work of the TLC; raising funds; putting systems in place to ensure strong structure and operations; and prioritizing early programs and projects.

Years Two and Three (2015–2016)—Building and Sustaining the Initiative

Years Two and Three build upon Year One and expand early successes. Community engagement will be both broadened and deepened to include ways in which people can actively participate, and the OneTam initiative will be launched. Philanthropic efforts will grow, and will focus on supporting specific priority projects; key volunteer, resource, and education programs will be expanded; on-the-ground restoration and enhancement projects will begin in earnest; and the structure and function of the TLC itself will be adjusted to ensure it is operating effectively.

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<thead>
<tr>
<th>LAUNCHING THE INITIATIVE</th>
<th>BUILDING AND SUSTAINING THE INITIATIVE</th>
<th>STEWARDBING INVESTMENTS AND EXPANDING IMPACTS</th>
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<tbody>
<tr>
<td><strong>YEAR ONE</strong> March – December 2014</td>
<td><strong>YEAR TWO</strong> January – December 2015</td>
<td><strong>YEAR FOUR</strong> January – December 2017</td>
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<td>Year One will focus on building a solid foundation for the new partnership to ensure its success.</td>
<td>Years Two and Three build upon Year One and expand, broaden, and deepen activities that have been successful.</td>
<td>In Years Four and Five, the TLC will no longer be a new endeavor. Efforts to improve the health of Mt. Tam will be well understood by the community and results will be visible on the mountain.</td>
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</table>
Years Four and Five (2017–2018)—Stewarding Investments and Expanding Impacts
In Years Four and Five, the TLC will no longer be a new endeavor. The community will recognize and identify with OneTam as a portal for public awareness, engagement, and support. The projects and programs created under OneTam will be integrated into the cultures of its partners, and will have made a positive impact on Mt. Tam. Community engagement activities will focus on deepening relationships, and philanthropic activities will build sustained support for TLC projects and programs. The TLC’s operations will be smooth and efficient, and numerous programs and several key projects will have been implemented.

TLC Goals
Four overarching goals, based upon the goals set forth in the MOU, provide the foundation and structure for all of the TLC’s activities:

<table>
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<tr>
<th>Awareness &amp; Engagement</th>
<th>Projects &amp; Programs</th>
<th>Philanthropy &amp; Investment</th>
<th>Partnership &amp; Collective Impact</th>
</tr>
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<tbody>
<tr>
<td>Build community awareness of Mt. Tam’s natural, cultural, scenic, and recreational resources and engage the community in stewarding and enjoying the mountain.</td>
<td>Fund and implement priority projects and programs that have far-reaching benefits for the stewardship of natural and cultural resources and the enjoyment of Mt. Tam.</td>
<td>Promote community support of Mt. Tam by securing investments of time and funding to further stewardship and public enjoyment.</td>
<td>Leverage the talents and resources of the five partners with community groups and friends to achieve greater results through collaboration.</td>
</tr>
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The overall approach to achieve each goal is described in the following pages, including the activities and desired results.
Awareness and Engagement

Authentic engagement that builds opportunities for broad participation and long-term involvement is a high priority for the TLC. Ongoing, two-way communication with community groups and individuals will help foster transparency, create a shared vision, develop a cadre of advocates and partners to support projects and programs, and garner resources to bolster existing community partner programs.

“With so many organizations and agencies involved on Mt. Tam, this collaborative initiative was a long time in coming and very necessary. One objective, one voice, very important for the life and health of the mountain.”
– J. Dietrich Stroeh, Former General Manager, Marin Municipal Water District

“I see this collaboration as a real boon to all involved. Coordination and improved communications will really benefit the public as well as land managers.” – Arlin Weinberger, Board Member, Friends of Mt. Tam

The public engagement initiative for the TLC is “OneTam,” which represents Mt. Tam as a single place, one mountain for which we are all responsible. This will be used consistently to identify all of the TLC’s activities, events, and materials.
Year One  
(March to December 2014)
Year One is focused on building an understanding of the anticipated work of the TLC and gaining community feedback. This requires engaging a wide variety of audiences, including the community at large, stakeholders with an interest in Mt. Tam, and underserved groups in Marin County. A unified public awareness and engagement initiative—OneTam—will be created to promote the TLC’s work, and a website, brochure, and promotional materials will be developed. Information will be provided through both traditional and social media, meetings, events, and community gatherings.

Years Two and Three  
(January 2015 – December 2016)
Following evaluation, Years Two and Three will build upon and expand what was started in Year One. Additional audiences will be reached and relationships with existing audiences will deepen through participation in projects, programs, and philanthropy. The TLC will continue to expand the OneTam initiative and representatives of the TLC will participate in community events. Volunteer participation and engagement are expected to increase, and publicity for the TLC will include traditional and social media as well as conference presentations and community science forums.

Years Four and Five  
(January 2017 – December 2018)
Awareness building that occurred in earlier phases will likely largely be replaced with engagement and collaborative activities. Annual forums highlighting TLC work and lessons learned will be underway. TLC partners will continue to maintain visibility by participating in community events and activities on the mountain. Volunteer, internship, and fellowship programs will have expanded, as will participation by underserved communities. The OneTam website, press articles, conference presentations, and community science forums will continue to convey the TLC’s accomplishments.
Collaborative Projects and Programs

Over the coming years, the TLC will work with the community to fund, implement, and share a variety of priority projects and programs that are vital to the health of the mountain, enrich the experience of its visitors, and cultivate and educate a new generation of stewards.

Proposed TLC projects and programs fall under four themes:

COMMUNITY AND CONSERVATION
Link people to place and provide a seamless approach to protect the mountain’s valuable natural and cultural resources. All of the programs that may be undertaken by the TLC reside under this theme.

WATERWAYS AND WETLANDS
Enhance high value and sensitive wetland resources and restore salmonid habitat, creeks, marshes, and meadows.

SIGNATURE TRAIL CORRIDORS
Provide a seamless visitor experience, revitalize and rejuvenate important trail links and the resources that surround them, and have a high public affinity.

LEGACY PROJECTS
Have high public visibility and support, are emblematic of collaborative partnership, or address a systemic issue and critical need.

To be considered under the TLC, a project or program must first be a priority of, and submitted for consideration by, one of the agency partners and be consistent with the agency’s mission, goals, and plans. Projects will continue to be submitted over the years. These projects will be subject to each agency’s respective public processes, environmental review, and governance.

Once submitted, projects and programs are prioritized by the TLC based upon factors including impact, feasibility, visibility, sustainability, geography, fundability, and level of collaboration. Priorities will be re-visited annually to ensure that the projects and programs undertaken offer benefits to multiple partners and can be accomplished within staffing and funding constraints.

A wide range of projects and programs are under consideration, a few of which are described here.

Potential Community and Conservation Programs

• OneTam Community Stewardship Program — develops and leads mountain-wide volunteer, youth, and engagement programs on Mt. Tam.

• OneTam Conservation Management Team — provides an essential and borderless support structure for various facets of conservation science, monitoring, and management.

Potential Projects

• Cataract Trail Restoration — includes enhancements throughout the trail corridor to help improve water quality, visitor experience, and forest and wildlife habitats.

• Planning for Climate Change at Bothin Marsh Preserve — pilots natural approaches to reduce shoreline erosion and restore sediment flow.
**Potrero Meadow Restoration** — re-aligns existing trails so that they circumnavigate the wetland, restoring its natural hydrology, protecting habitats, and creating new vistas and areas for reflection.

**Redwood Creek Juvenile Coho Habitat Creation** — removes a portion of rock riprap, allowing the creek to form natural habitat features so desperately needed for juvenile salmon survival.

**West Peak Restoration Feasibility Study** — supports a feasibility study and community engagement to look at the scale and scope of potential restoration efforts.

Visit [www.onetam.org](http://www.onetam.org) for up-to-date information on these proposed programs and projects and on the overall OneTam initiative.

**Year One (March – December 2014)**

In Year One, all proposed TLC projects and programs will be assessed and descriptions developed to enable preliminary costing and prioritization. Based upon prioritization, the TLC will initiate planning and design of select projects and programs.

**Years Two and Three (January 2015 – December 2016)**

In Years Two and Three, project and program activities will begin to transition from prioritization, planning, and scoping to implementation, based on feasibility and the availability of resources.

**Years Four and Five (January 2017 – December 2018)**

In Years Four and Five, the benefits of the projects and programs implemented on Mt. Tam by the TLC will become more visible. Volunteer and citizen science-based programs will expand the public’s understanding of Mt. Tam’s natural resources and will boost weed control and rare species management efforts. Projects restoring sensitive habitats, wetlands, and signature trail corridors will be underway.

“The Marin Horse Council is looking forward to partnering with TLC in helping to build safe and responsible trail use and stewardship.”

– Monte Kruger, President, Marin Horse Council
Philanthropy and Investment

The TLC’s philanthropy and investment strategy includes developing sustainable tools and methods to engage donors in its vision and mission and inspire them to invest their time and financial resources. Early funding will support key projects and provide ongoing support for programmatic efforts.

Year One (March – December 2014)

Year One philanthropic activities will begin to build the financial foundation for the TLC, focusing on identifying and building a cadre of founding supporters who may be willing to support the broader activities of the TLC as it is launched. An advisory council will be formed to spearhead the philanthropic activities.

Years Two and Three (January 2015 – December 2016)

In Years Two and Three, philanthropic activities will focus on building funding to sustain TLC programs, and assessing and identifying agency funding that could be leveraged through grants and foundation support for specific projects and programs.

Years Four and Five (January 2017 – December 2018)

In Years Four and Five, the philanthropic capabilities of the TLC will reflect that of a more mature initiative. The philanthropic community will have increased awareness of the TLC’s work and be supportive of its projects and programs. As a reflection of this heightened awareness, annual contributions and major gifts are expected to increase.

“The One Tam collaborative represents an exciting 21st century model that optimizes resources for the management of shared public open spaces.”
– Janice Barger, Member, Board of Trustees, Golden Gate National Parks Conservancy
**PHILANTHROPY PHASE ONE: START-UP**

**PHASE ONE:**
- Build awareness of the initiative in the philanthropic community
- Identify key supporters to help widen the prospective pool of funders
- Secure lead founding philanthropic supporters

**PHILANTHROPY PHASE TWO: TRANSITION**

**PHASE TWO:**
- Leverage seed capital investment to secure additional philanthropic support
- Develop strategy to build and sustain annual support for the initiative
- Identify key supporters and grantmakers for specific project campaigns

**PHILANTHROPY PHASE THREE: SUSTAINABILITY**

**PHASE THREE:**
- Continue expansion of philanthropic network
- Refine strategy for annual support
- Leverage capital investments from key supporters and grantmakers to encourage greater investment in priority projects and programs

"It’s almost miraculous that Mt. Tam and its magnificent watershed are protected for all of us to enjoy and for nature to flourish in our increasingly crowded urban environment. The mountain gives us TLC every day. Now we have a chance to return the favor for generations to come."

— Doug McConnell, Co-Founder, ConvergenceMedia Productions and Host of “Bay Area Back Roads"
Partnership and Collective Impact

The primary benefit of partnership to the TLC partners is the ability to combine and optimize resources (staff, finances, volunteers, and equipment) to improve stewardship of Mt. Tam. Effective collaboration reduces duplication of efforts, promotes innovation, and leverages limited resources. Through collaboration, the TLC will be able to see results that could not be achieved by a single partner alone. As the TLC matures, greater efficiency will be evident within each organization and within the community.

The S. D. Bechtel, Jr. Foundation funded a case study that examines the early stages of the TLC partnership, including its formation, purpose, mission, goals, governance structure, partner roles, geographic focus, philanthropic goals, and resource allocation. A copy of this study is available on www.onetam.org.

Year One (March – December 2014)

In Year One, partnership and collective impact activities will build and strengthen the TLC operations. Although the TLC incorporated many of the important elements of a successful partnership into its formation (see case study), some practices and procedures need to be developed and implemented to ensure strong and enduring relationships. By the end of Year One, the TLC will have evaluated the resources of each organization, and developed agreements to coordinate across jurisdictional boundaries.

Years Two and Three (January 2015 – December 2016)

In Years Two and Three, partnership and collective impact activities will begin to transition from building the TLC’s operational foundation to ensuring its long-term health. Activities will focus on evaluation, adaptation, and the resolution of any remaining barriers to collaboration. By the end of Years Two and Three, the TLC will have completed an evaluation of the measurable benefits of the collaboration and have annually assessed and adapted its work.

Years Four and Five (January 2017 – December 2018)

In Years Four and Five, the TLC will be a model of a successful partnership. Working collaboratively will be a part of each organization’s culture and each partner will realize the tangible benefits partnership has brought to their organization. In Years Four and Five, work will proceed seamlessly across jurisdictional boundaries and the partnership itself will operate smoothly.

“Forming the Tamalpais Lands Collaborative makes so much sense. A joint plan and approach to managing Mt. Tam will be more efficient and will protect the biological diversity of this vital natural resource.”

– Marilee Eckert, Chief Executive Officer, Conservation Corps North Bay

“We are honored to be part of this effort to unite our parks around our shared interests of protecting the environment and enhancing recreational opportunities. With the newly formed Tamalpais Lands Collaborative, we can work together to protect and enhance Mt. Tam—something that is essential to our daily lives and Marin’s quality of life.”

– Tom Boss, Off-road and Events Director, Marin County Bicycle Coalition
BUILDING THE PARTNERSHIP’S OPERATIONAL FOUNDATION

YEAR ONE:
• Strengthen internal TLC operations, working relationships, and commitment

YEARS TWO AND THREE:
• Assess, adapt, and strengthen the internal operations of the TLC
• Evaluate and adapt TLC governance structure
• Identify and resolve partnership logistical barriers

MAINTAINING PARTNERSHIP HEALTH

YEAR FOUR AND FIVE:
• Assess and refine TLC governance

YEAR ONE
March – December 2014

YEAR TWO
January – December 2015

YEAR THREE
January – December 2016

YEAR FOUR
January – December 2017

YEAR FIVE
January – December 2018

Thoughtful collaboration, built on solid partnership principles, will ensure that TLC organizations are working together seamlessly for the benefit of the mountain as a whole.
A History of Partnership

Although Mt. Tam’s land managers and the Parks Conservancy have a long history of collaboration, three events in particular paved the pathway for the formation of the TLC:

- The participation of all five partners and the community in creating a Vision for the Redwood Creek Watershed (2003)
- The development of a Business Plan for the Friends of Mount Tamalpais Watershed (2011), a proposed nonprofit to support the MMWD
- The potential closure of several State Parks in Marin County in 2011, which led to a funded partnership among the State Parks, NPS, and the Parks Conservancy—and ultimately the formation of the Redwood Creek Watershed Collaborative

Recognition of the value of these partnership efforts and the common needs of all the partners catalyzed the creation of this more expansive collaborative for Mt. Tam.

A Historic Five-Party Agreement

After a number of public forums, including MMWD public workshops and stakeholder meetings, an MOU was signed by all four land management agencies and the Parks Conservancy in March 2014. This five-party MOU lays out a general framework for how the organizations will work together and identifies collaborative goals; roles and responsibilities; geography; the overall approach to philanthropy; and project and program selection, prioritization, and implementation.

TLC Leadership and Organization

The TLC is comprised of a Working Group and an Executive Team. The Working Group consists of staff from each organization with the experience, leadership skills, and authority to conduct the day-to-day work of the TLC. The Working Group also has subcommittees composed of agency staff who help identify program needs, shared resource management opportunities, and existing programs that could be further supported by the TLC.

The Executive Team is composed of the executives of the five partner organizations, and a board member where appropriate. The Executive Team represents the interests of each agency, guides the TLC’s vision, and provides leadership and guidance to the Working Group.

The TLC is not a new agency, and it does not replace or combine existing agency priorities, plans, policies, or missions. While the four agencies retain complete authority over what happens on their lands—as well as overall planning, policies, and project approval—the Parks Conservancy is responsible for building the capacity of the TLC; developing the public awareness activities, volunteer engagement, and philanthropic support necessary to implement collaborative projects and programs; and providing operational support. An advisory council composed of volunteer civic leaders will support these efforts and serve as philanthropic advisors to the Executive Team.

The TLC strengthens the partnership among the four land managers and the Parks Conservancy to ensure a thriving ecosystem, meaningful visitor experiences, and a community engaged in caring for the land for generations to come. Leveraging existing talent, experience, ideas, and resources through collaboration will result in efficiencies never before possible. Additional financial and staff support will further elevate each partner’s ability to protect the mountain and serve the public.
“Mt. Tam is not a tall mountain, but it looms large in Marin and beckons visitors from all over the world to enjoy its forests, wildlife, waterfalls, and spectacular views. To ensure that future generations will continue to reap those benefits, the Tamalpais Lands Collaborative, for the first time, brings together all those who care about the mountain to jointly pursue that shared goal.”

– Nona Dennis, Director, Marin Conservation League

“The TLC is an inspirational leap forward in land stewardship models. In an unprecedented partnership it unites three park management agencies, a public water utility, and an experienced land conservation not-for-profit in a singular collective mission—the environmental stewardship of Mt. Tam.”

– Colin Lind, Member, Board of Trustees, Golden Gate National Parks Conservancy

The Five-Year Vision:
Working Together for the Health of Mt. Tam

The TLC envisions a future in which Mt. Tam’s natural and historic resources are restored and revitalized. This vision requires that the community and next generation of conservation visionaries experience, steward, and support the majesty of the mountain that was protected for them so many years ago. This vision also captures the power and iconic nature of Mt. Tam, and reflects the understanding that it is a single place that transcends jurisdictional boundaries. It emphasizes the importance of collaborative resource management, interpretation, education, volunteer activities, and philanthropy, with the ultimate goal of a healthy watershed, stewarded by all.
How Will We Know We Have Succeeded?

The TLC anticipates measuring its success based upon the outcomes defined its mission:

- Strengthened education and stewardship programs
- Heightened community awareness
- Restored ecosystems
- Improved trail corridors
- Enhanced visitor experiences
- Inspired community support through increased volunteerism and philanthropy
- Expanded benefits—far above what could be attained by any single partner alone—through the combined expertise and resources of the partners and the relationships and connections built among them.

Five-year outcomes are currently under development and will be designed to be clear and meaningful to the community; be measurable without extraordinary cost; demonstrate gradual changes over time; and measure the success of all of the TLC’s activities while keeping the number of outcomes manageable.

Success will be measured by increased community support for the health of Mt. Tam.
Through community passion and great vision, Mt. Tam has been protected for more than a century, but the conservation of these lands was just the beginning. Now, we are called upon to care for the great legacy left to us—to restore natural and historical treasures, to tend the miles of hiking, biking, and riding trails, and to steward the place that provides all of us with limitless beauty and countless moments of wonder.

The cooperative approach of the Tamalpais Lands Collaborative is only a part of the solution. The mountain needs you.

Be a part of OneTam and help ensure a healthy future for the mountain we all cherish. Volunteer to care for its precious resources, or be a part of the spirit of philanthropy that has been so fundamental to the preservation of Mt. Tam over the past century.

Get started at [www.onetam.org](http://www.onetam.org).

There is only one Tam. Let’s stand up for the mountain that stands for us all.

“Once people in the community have had a chance to actually see positive change that they’ve effected on the mountain, they will feel a deeper sense of stewardship of the land instead of simply viewing it as something to be used.”
– Gary Yost, Photographer and Filmmaker, “Invisible Peak”

“The mountain gives to all of us selflessly and constantly. It is never not available. The challenge is for each of us to consider in what way we can repay the generosity. Invent something, donate, pull weeds, shore up trails, volunteer with OneTam, and you will become a Tamalpaian.”
– Peter Coyote, Co-Author and Narrator, “The Invisible Peak”
**Attachment 2 – Proposed Tamalpais Lands Collaborative Early Programs and Projects by Tiers**

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>THEME</th>
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<tbody>
<tr>
<td>Community Stewardship Program*</td>
<td>Community &amp; Conservation</td>
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<tr>
<td>Conservation Management Program*</td>
<td>Community &amp; Conservation</td>
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<tr>
<td>Internship Program*</td>
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<td>OneTam Symposia, Workshops, &amp; Conferences*</td>
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<tr>
<td>Cataract Trail Restoration*</td>
<td>Signature Trail Corridor</td>
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<td>Potrero Meadow Restoration*</td>
<td>Legacy Project</td>
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<td>Redwood Creek Trail Realignment and Connector Trails</td>
<td>Signature Trail Corridor</td>
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<td>West Peak Restoration Feasibility Study*</td>
<td>Legacy Project</td>
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<td>Forest Health and Resiliency*</td>
<td>Legacy Project</td>
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<tr>
<td>Wayfinding Signs &amp; Kiosks*</td>
<td>Signature Trail Corridor</td>
</tr>
<tr>
<td>Community Trailheads &amp; Roving Ranger*</td>
<td>Signature Trail Corridor</td>
</tr>
</tbody>
</table>

**TIER 1**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>THEME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Park Fire Road &amp; Dipsea Trail Rehabilitation</td>
<td>Signature Trail Corridor</td>
</tr>
<tr>
<td>Lake Lagunitas Picnic Area Restoration*</td>
<td>Legacy Project</td>
</tr>
<tr>
<td>Redwood Creek Juvenile Coho Habitat Creation</td>
<td>Wetlands &amp; Waterways</td>
</tr>
<tr>
<td>Planning for Climate Change at Bothin Marsh Preserve</td>
<td>Wetlands &amp; Waterways</td>
</tr>
<tr>
<td>Log Cabin at Phoenix Lake Restoration Planning*</td>
<td>Legacy Project</td>
</tr>
</tbody>
</table>

**TIER 2**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>THEME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native Plant Nursery Feasibility Study*</td>
<td>Legacy Project</td>
</tr>
<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.*
COOPERATIVE AGREEMENT
between the
GOLDEN GATE NATIONAL PARKS CONSERVANCY
and the
MARIN MUNICIPAL WATER DISTRICT
for
THE CREATION OF THE TAMALPAIS LANDS COLLABORATIVE

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered by and between the MARIN MUNICIPAL WATER DISTRICT (District) and the GOLDEN GATE NATIONAL PARKS CONSERVANCY (Conservancy), which may hereinafter be referred to as a "PARTY," or collectively the "PARTIES."

For good and valuable consideration, the Parties agree as follows:

Article 1. Background

A. Mt. Tamalpais, is an iconic natural landmark in the San Francisco Bay Area, and an important source of drinking water, recreational opportunities, and ecologically significant protected natural habitats as part of the California Central Coast Biosphere Reserve (per 1992 MOU signed by the National Park Service (NPS), California State Parks, and the District).

B. The District is a public agency established in 1912 that provides high-quality drinking water to residents in south and central Marin County from its 21,250 acres of Mt. Tamalpais watershed lands (Marin Municipal Water District Code, (Ord. 300 1(part), 1989).

C. The Conservancy is a California not-for-profit public benefit corporation organized and operated exclusively for charitable purposes, including a primary purpose to cooperate with the NPS and with other relevant public agencies and nonprofit organizations in accomplishing educational, interpretive, conservation, research, fiscal agency, planning and improvement projects and programs.

D. The District and the Conservancy have entered into a Memorandum of Understanding (MOU) for the creation of the Tamalpais Lands Collaborative (TLC), dated March 21, 2014 acknowledging that the PARTIES may enter into further agreements to complete plans, programs and services of mutual interest in furtherance of the MOU objectives.

Article 2. Purpose and Vision

A. The District is seeking outside support, through a nonprofit partner, to cultivate, nurture and deliver philanthropic and volunteer support for its mission and goals; and

B. The PARTIES believe a collective vision to preserve, restore, and interpret Mt. Tamalpais will galvanize public support, volunteerism and philanthropy; and

C. The PARTIES share overall goals to promote, advance, and secure philanthropic donations, government grants and other sources of funds to increase resources in support of resource management, visitor experience, volunteer stewardship, research and education; and
D. The District does not itself have the financial and personnel resources to provide all of the programs and services of the kind herein described and therefore desires that the Conservancy, under the general oversight of and subject to the approval of the District’s Board of Directors, provide supplemental support and organizational infrastructure to expand, develop, establish and operate various programs and services that may be prioritized and implemented over time; and

E. The District and the Conservancy desire to enter into an agreement to provide for projects and programs on District lands, and to memorialize and set the terms of a cooperative relationship to plan and implement future projects and activities.

The PARTIES agree that this Agreement shall benefit the PARTIES through greater efficiency and cost savings derived from cooperative fundraising, resource stewardship, signage, project management and implementation, education and outreach.

GENERAL TERMS

Article 3. Statement of Work

A. The terms of the Memorandum of Understanding among the District, and the National Park Service and the State of California, Department of Parks and Recreations Marin District and the Marin County Open Space District and the Marin County Parks and the Golden Gate National Parks Conservancy for the Creation of the Tamalpais Land Collaborative (MOU) is incorporated herein. If there is a conflict between the MOU or the Agreement, the terms of the Agreement shall apply.

B. To the extent deemed appropriate, each PARTY at its own discretion, shall:

1. Utilize their respective resources, staff, equipment and facilities for the common protection, enhancement and restoration of resources contained within District lands, as well as for the appropriate enjoyment and appreciation of the same by the public.

2. Designate staff as needed for purposes of working cooperatively to develop shared work plans, prioritize and manage projects, plan and execute programs and discuss and resolve coordination matters. Executive management staff will resolve substantive issues, including those not resolved at the staff level.

3. To the extent practicable and subject to this Agreement, develop and employ operating procedures and standards to ensure accomplishment of agreed upon activities, subject to District oversight and District Board approvals. This may include but is not limited to: resource monitoring and restoration, community engagement, interpretation and publications, volunteer management, resource management, research, project design and construction, planning, trail improvements and signage.

4. To the extent practicable, produce, review and approve documents for this partnership by cooperative means. Existing District plans will serve as current direction, pending their revision or replacement. The PARTIES shall coordinate review of other documents that affect their collective interests.

5. Designate equipment and facilities as necessary for purposes of implementing this Agreement and meeting operational priorities.
6. Enter into Addenda to this Agreement for other specific activities and areas of responsibilities as needed. Any Addenda shall hereby incorporate the applicable provisions of this Agreement and the TLC MOU dated March 21, 2014 and the provisions of said Addenda are hereby incorporated.

A. The District, in consultation and cooperation with the Conservancy, shall carry out the objectives of this Agreement including, but not limited to, the following:

1. Ensure that planned visitor improvements are compatible with MMWD’s primary mission to deliver drinking water, as well as its plans, policies, operations and safety and security requirements including District Code of Regulations, Board Policies and Management Plans.

2. Provide Board of Directors review and approval of the construction of new facilities; any major modification of use or physical alteration of existing facilities, lands or resources; and any proposed plans for projects located within or affecting watershed lands and any projects in which MMWD will participate.

3. Provide staff support, advisement and expertise on required compliance and statutory requirements, and upon review and as appropriate, issue environmental documents, consistency determinations, research or other permits as required.

4. Permit the Conservancy to conduct mutually agreed upon projects, programs and other activities on District properties and share District equipment, when approved by the District Board, to accomplish shared goals.

5. Contribute staff and resources to priority planning, projects and programs as available.

6. Provide when practicable, information, sources, material, staff expertise, access to historic collections and oral histories that may be relevant to improving the interpretation and visitor experience of Mt. Tamalpais.

7. Monitor programs and services provided by the Conservancy in the furtherance of this Agreement, provided that in all situations requiring the written approval of the District unless specified otherwise, every attempt shall be made by District to give said approval, disapproval or other determination in response to the Conservancy request within sixty (60) days of receipt thereof by the District.

B. The Conservancy, in consultation and cooperation with the District, shall carry out the objectives of this Agreement including, but not limited to, the following:

1. Serve as the philanthropic lead to cultivate and secure philanthropic contributions from individuals, foundations, corporations, government grants, mitigation fund sources and sources of pro bono expertise relative to the purposes of the Agreement.

2. Serve as spokesperson to all donors, grantors, volunteers or other external funding sources and provide for donor appreciation, other communications, meetings and funding reports for projects and programs developed under this Agreement.
3. Work closely with District staff to inventory shared program opportunities, expand existing and develop new program priorities that build on the momentum of existing District programs.

4. As practicable, facilitate the planning, funding and completion of the District-approved projects by using non-District funds or by leveraging limited amounts of District funds, when available.

5. Bring specialized knowledge of fee-based visitor programs and facilities, interpretive sales, community outreach and philanthropy to planning and project advanced through this Agreement.

6. Identify, develop and administer a platform to strategically partner with environmental groups across the watershed for stronger coordination of volunteer capacity, fundraising, planning and knowledge sharing.

7. Collaboratively maximize educational opportunities provided within the watershed possibly including guided hikes, docent programs, workshops/symposia and/or lectures focused on the ecology and resources of Mt. Tamalpais as well as emerging regional issues.

8. Operate in accordance with the District’s land use policies and District Board direction.

9. Not engage in advocacy regarding District plans or policies.

10. Not consider the employees of the Conservancy to be agents or employees of the District, and Conservancy employee and agents are not entitled to participate in any District pension plan, insurance, bonus or similar benefits the District provides its employees.

Article 4. Philanthropic Approach and Expenditure of Funds and Resources

A. The Conservancy shall work closely with the District and community volunteers to identify funding sources for priority collaborative projects and activities identified under this Agreement. In light of the Conservancy's unique fundraising capability and experience as a philanthropic organization, it shall assume responsibility for carrying out fundraising feasibility assessments, campaigns and activities.

B. The PARTIES agree that funds and resources shall be allocated and shared as follows:

1. The Conservancy will restrict contributions to specific projects and programs when requested by a donor or donors, provided these funds benefit the general interests of the Agreement.

2. All funds received and all funds expended by the Conservancy under this Agreement shall be maintained as specific accounts through the Conservancy.

3. The Conservancy will report on the status of funds relative to this Agreement to the District on an annual basis or upon specific request, though no more frequently than quarterly.
4. The Conservancy shall cover direct costs of its staff, consultants, communications materials and other expenses specifically hired, allocated or procured for the purposes of this Agreement from funds raised for the Tamalpais Lands Collaborative.

5. The Conservancy will provide the general services of its existing senior management staff at no cost to the District unless approved by District Board.

6. The District shall make available administrative and project office space, sufficient for joint operations at no cost to the Conservancy.

7. The Conservancy will maintain all financial accounts for philanthropic and external funds supporting and ensuring their compliance with GAAP (Generally Accepted Accounting Principles) and FASB (Financial Accounting Standards Board) standards, including filing of all state and federal reports.

8. The Conservancy will conduct annual financial audit and provide independent auditor’s report and financial statement upon request.

9. The capability of the District to provide financial assistance, if at all, shall be determined on a year-by-year, project-by-project basis, and is subject to the availability of funds in the discretion of the District Board. It is not expected that water utility revenues will be used. Any commitment of the District revenues shall require approval by the District’s Board of Directors.

10. Any tools, equipment, material or other personal property shall remain the property of the party that supplied them.

11. The commitment of District funds in furtherance of this Agreement may be authorized by individual Project Statements appended to this Agreement after District Board approval. When work to be accomplished and a cooperative work program are mutually agreed upon by both PARTIES, an appropriate Project Statement shall be consummated by obligating funds.

12. The District and the Conservancy shall agree to the projected costs of component projects, and determine the level of funding available when developing cooperative work plans. Once the Projects Statements are mutually agreed to by the PARTIES, those Project Statements shall only be changed by written mutual agreement by the PARTIES in advance of any expenditure of additional funds.

13. Fees and assessments for late payments shall be waived, subject to any applicable laws. All direct costs relating to a specific project shall be reimbursed by the PARTIES as mutually agreed upon.

14. Each of the PARTIES agrees to make good faith efforts to implement this Agreement and will contribute use of its available staff, equipment and facilities as mutually agreed upon toward implementation of this Agreement at their discretion, but nothing in this Agreement shall be construed as obligating the PARTIES in the expenditure of funds, staff, property or other resources. The PARTIES agree that implementation of this Agreement is subject to funding and staff limitations, as well as other priorities of each Party.
Article 5. Reports

A. **Accounting System**: The Conservancy maintains an accounting system which identifies all revenues, expenses, assets, liabilities and net-assets in accordance with current Generally Accepted Accounting Principles (GAAP) and in compliance with all applicable FASB (Financial Accounting Standards Board) standards. The Conservancy shall administer all financial functions. All revenues and expenses associated with capital projects, restoration efforts, program support, retail, visitor experience activities or related functions, all underwriting, sponsorship and support shall be recorded and managed by the Conservancy. All assets and liabilities shall be recorded and managed solely by the Conservancy. Detailed accounting records shall be maintained in a manner which easily satisfies reasonable reporting requirements of either party and is consistent with current provisions of GAAP.

The Conservancy shall annually submit a Statement of Financial Activities (including gross sales, cost of merchandise, labor costs and other related expenses) for all donations, sales, programs, activities and sales covered by this Agreement.

The Conservancy shall also submit separate audited financial statements for the preceding fiscal year to the District. Such statements shall be submitted to the District upon completion of the Conservancy's annual audit. The financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant who has been certified or licensed in the State of California and is mutually agreed to by the PARTIES.

B. **Inspection of Records**: the District and any of its duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the Conservancy and its cooperators and contractors, have access to and the right to examine any of the pertinent books, documents, papers and financial records related to this Agreement, including Federal and State information returns.

C. **Annual Reports**: The Conservancy shall prepare and submit to the District an annual report of the Conservancy's activities after the close of each Conservancy fiscal year during the term of this Agreement. The report shall include, but need not be limited to the following:

1. Statement of achievements during the preceding year; and
2. Description of activities and services offered in furtherance of this Agreement; and
3. Financial statements as required above; and
4. Other information as may be requested by the District.

Article 6. Indemnification

A. The Conservancy 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 and District ordinances and policies. It is understood that acceptance of the Conservancy’s work by the District shall not operate as a waiver or release.

B. The District and the Conservancy shall each indemnify, defend, save and hold harmless the other Party, its Directors, Officers, employees, agents, and volunteers from any and all claims, demands, damages, losses, penalties, fines, costs, liabilities, causes of action, orders, judgments, expenses for any loss or destruction of, or damage to, any property, or for the
Article 6. Indemnity

C. 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 District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

Article 7. Insurance

A. General

1. The types and amounts of insurance coverage purchased by the Conservancy shall, as a minimum, meet requirements detailed in this Article. Said insurance shall be reviewed annually for adequacy by the District. The District reserves the right to direct adjustments in the Conservancy's insurance program, after consultation with the Conservancy, as the District deems necessary to insure the protection of its interests.

2. The Conservancy shall annually, or at the time insurance is purchased, provide the District with Certificates of Insurance, to evidence compliance with this section and shall provide the District thirty (30) days advance written notice of any material change in the Conservancy's approved insurance program hereunder.

3. The District will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Conservancy proves to be inadequate or otherwise insufficient for any reason whatsoever.

4. All insurance policies required by this Agreement shall specify that the insurance companies shall have no right of subrogation against the District; and shall provide that the District, its Directors, officers, employees and agents are named as additional insured; and shall provide that the insurance companies shall have no recourse against the District for payment of any premiums or assessments.

5. The Conservancy 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.

6. The District shall maintain documentation of all Conservancy employees permitted to operate District owned vehicles, clearly establishing the District’s consent to such use. The District shall maintain sufficient and appropriate liability insurance or equivalent coverage necessary to protect and hold harmless any and all Conservancy employees who, in the course of approved work on District properties, operate District owned motor vehicles.

B. Workers’ Compensation Insurance

1. The Conservancy shall furnish to the District satisfactory proof, for the period covered by the proposed contract, of worker's compensation insurance with an insurance carrier satisfactory to the District. Such insurance shall cover all persons employed, directly or through subcontractors, in carrying out the work contemplated under the contract in accordance with the Act of the Legislature of the State of California known as the
"Workers' Compensation Insurance and Safety Act", approved May 26, 1913, and all acts amendatory thereof or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract.

2. All workers' compensation policies shall be endorsed with the following specific language:

"This policy shall not be cancelled without first giving thirty (30) days prior notice to Marin Municipal Water District by certified mail."

3. If the Conservancy fails to maintain such insurance, the District may take out compensation insurance to cover any compensation which the District or Conservancy might be liable to pay under the provisions of said Act, as amended, by reason of any employee of the Conservancy being injured or killed while engaged in the execution of the work covered by the contract. The District will then deduct and retain the amount of the premiums for such insurance from any sums due the Conservancy under this Agreement.

4. If any injury occurs to any employee of the Conservancy for which the employee, or his dependents in the event of his death, is entitled to compensation from the District under the provisions of said Act as amended, or for which compensation is claimed from the District, the District may retain out of the sums due the Conservancy under the Agreement an amount sufficient to cover such compensation as fixed by said Act as amended, until such compensation is paid or until it is determined that no compensation is due. If the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

5. The Conservancy shall require all subcontractors similarly to provide proof of Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees.

C. Commercial General Liability Insurance

1. The Conservancy shall purchase and maintain during the term of this Agreement Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Conservancy in carrying out the activities authorized by this Agreement.

2. Such insurance shall be in amounts approved by the District that shall be commensurate with the degree of risk and the scope and size of specific projects undertaken and activities authorized herein.

3. Conservancy shall furnish to the District, satisfactory proof of the Commercial General Liability insurance required herein, which shall be provided either by insurers admitted to do business in the State of California with at least an A.M. Best rating “A” or by non-admitted insurers with at least an A.M. Best rating of “A”, to protect against losses from liability for damages on account of bodily injuries, death, and/or property damage (including loss of use suffered or alleged to have been suffered by any person or persons), caused by or arising from the Conservancy's performance under this Agreement. The District shall have the right to approve/disapprove any insurance carriers or forms.
4. The Conservancy shall provide Personal Injury/Bodily Injury and Property Damage Insurance for all activities of the Conservancy and its subcontractors arising out of or in connection with this Contract, written on a commercial liability form including contractor's protective coverage and completed operations insurance in a amount not less than $1,000,000 combined single limit for each occurrence. The PARTIES anticipate that the Conservancy shall provide additional insurance for specific projects undertaken which will be evaluated at that time in terms of the insurance amounts required by the District.

5. The Conservancy shall also provide the District with automobile insurance including non-owned automobile liability coverage in an amount not less than $1,000,000 per occurrence. The District may require the Conservancy to provide additional insurance based upon the risk involved in any specific project undertaken by the PARTIES.

6. The Conservancy shall provide the District with crime insurance which includes coverage for money and security losses, employee dishonesty, forgery and alteration, computer fraud and funds transfer fraud in the amount of $500,000 or up to policy limits, whichever is greater.

7. Additional Requirements Commercial General Liability Insurance and Automobile Liability Insurance:

A. In addition to a satisfactory certificate of insurance, a list of the exclusion endorsements in the policy must be provided. Coverage must be provided for subsidence, explosion, collapse, and underground excavation (General Liability).

B. The Insurance requirements under the Agreement shall be the greater of (1) the full insurance coverages and limits carried by the Conservancy, including applicable Umbrella or Excess coverage limits, or (2) the minimum Insurance requirements shown in this Agreement. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required here. No representation is made that the minimum insurance requirements required in the Agreement are sufficient to cover the obligations of the Conservancy under this Agreement.

C. The Commercial General Liability must be an occurrence form, rather than claims made.

D. The insurance carriers must be financially credible, with a rating from A.M. Best of at least “A”.

E. The Conservancy shall provide either the District’s Additional Insured Endorsement form (attached as Exhibit A) or CG 20 10 04 13 and CG 20 37 04 13 forms that contain the following endorsements:

i. Names The Marin Municipal Water District, its officers, directors, officials, agents, employees and volunteers (MMWD) designers and subcontractors, construction managers and subcontractors, and other consultants as additional insureds.
ii. Insurance shall be primary concerning MMWD, and any insurance or self-insurance maintained by MMWD shall not be required to contribute with it.

iii. Notice of cancellation as follows: 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.

A severability of interests provision shall apply for all the Additional Insureds, ensuring that the Conservancy’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. Each such policy shall be endorsed with the "Additional Insured Endorsement" form attached hereto as Exhibit A.

D. Additional Insurance Coverage

1. The Conservancy shall also obtain the following additional coverage:

a. The Conservancy shall purchase and maintain during the term of this Agreement extensions of the Comprehensive General Liability coverage which provide, at the same limits, Product Liability and Contractual Liability and Liquor Liability if liquor is served.

b. The Conservancy shall require all contractors and agents acting under the provisions of sub agreements with the Conservancy to carry insurance at levels approved by the District during the course of the subcontractors’ activities related to this Agreement, or that such activities are covered by the Conservancy's insurance.

Article 8. Health and Safety

A. The Conservancy shall provide for the safety of its employees, contractors, field program staff, volunteers and the general public in their use of any the District property or facilities under this Agreement. The Conservancy shall take such steps as are necessary to ensure a safe and healthful work environment for its employees, contractors, volunteers and the general public.

1. The Conservancy shall designate a staff person with authority to represent and to carry out the Conservancy's responsibilities for health and safety under this Agreement.

2. The Conservancy must also comply with current applicable requirements promulgated by the United States Department of Labor pursuant to the Occupational Safety and Health Act of 1970 (OSHA) and California OSHA, and with those provisions outlined in the District’s safety policies.

3. The Conservancy shall, in consultation with the District and other appropriate inspection officials, participate in a regular program of Fire and Safety Inspections covering all facilities and programs authorized under this Agreement.

4. The Conservancy shall provide and maintain adequate first aid equipment and qualified personnel to serve the potential needs of the Conservancy's employees, volunteers and the public in the use of any facilities assigned to the Conservancy under this Agreement.
5. The Conservancy shall take immediate steps to correct health and safety and sanitation infractions called to its attention by the District and other Federal, State, or local inspection officials when such infractions, in the reasonable opinion of the inspecting official, pose an immediate threat to the health and/or safety of persons or property.

6. The Conservancy shall take steps to ensure that all accidents involving personal injury (other than minor first aid) and/or property damage and all fires occurring within the facilities assigned under this Agreement are reported immediately to the District’s authorized representative.

B. The Conservancy shall be responsible for the security of any buildings that may be assigned under this Agreement and property contained therein. Discovery of any break in or other criminal act shall be immediately reported to the District’s authorized representative.

C. The District will provide appropriate levels of day-to-day routine law enforcement and shall undertake to enforce, as deemed appropriate, all applicable laws and regulations pertaining to the conduct of persons at activities conducted by the Conservancy.

D. The Conservancy shall propose a safety plan which includes traffic control plans for projects located on watershed roads and trails. Those plans are subject to District review and approval.

Article 9. Miscellaneous

A. **Use of Area:** This Agreement is entered into by the Conservancy with the knowledge that the historic, natural and recreational qualities of the District lands are to be preserved. The Conservancy shall not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement and unless authorized in advance by the District.

B. **Non-Profit Status:** During the term of this Agreement, the Conservancy shall retain its non-profit status pursuant to the Non-Profit Corporation Law of the State of California. Loss of this status shall be cause for termination of this Agreement. This provision does not apply to any financially independent subsidiary of the Conservancy.

C. **Taxes:** Any and all taxes which may be lawfully levied by the State of California or its political subdivisions upon the property or business of the Conservancy shall be paid by the Conservancy based on terms and conditions imposed by the taxing agent. No delinquencies shall be allowed to accrue. Delinquencies are grounds for termination of this Agreement.

D. **Officials Not To Benefit:** In connection with the performance of work under this Agreement, the Conservancy agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of Trustees of the Conservancy or the District Directors, officers or employees.

E. **Nondiscrimination:** The Conservancy 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.

F. **Interns and Volunteers:** Interns and volunteers who volunteer at the District on District projects and programs shall be subject to the District’s Workers’ Compensation Insurance.
G. **Dispute Resolution:** Any dispute or claim in law or equity between the District and Conservancy arising out of this agreement, if not resolved by informal negotiation between the PARTIES, shall be mediated by the PARTIES. The PARTIES shall mutually select a mediator. 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. If there is no possibility of resolution through the mediation process, either party may avail itself of all available remedies.

H. **Headings:** The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

I. **Invalidity:** If any provisions of this Agreement or its application to any person or any circumstances shall be invalid and unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

J. **Integration Clause:** 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.

K. **Notices:**

1. Any notice which the Conservancy may desire or may be required hereunder to give or deliver to the District shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to General Manager, Marin Municipal Water District, 220 Nellen Ave., Corte Madera, CA 94925, or such other person and/or address as the District may designate by written notice to the other PARTIES. The time of delivery of such notice shall be deemed to be the time when the same is received.

2. Any notice which the District may desire or may be required hereunder to give or deliver to the Conservancy shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Executive Director, Golden Gate National Parks Conservancy, Building 201, Fort Mason, San Francisco, CA 94123 or such other person and/or address as the Conservancy may designate by written notice to the other PARTIES. The time of the delivery of such notice shall be deemed to be the time when the same is received.

**Article 10. Term of Agreement**

A. This Agreement shall remain in effect for a period not to exceed ten (10) years or until June 30 2024, unless prior thereto it is terminated or modified pursuant to the provisions of Article 9 hereof or of any applicable law or regulation.

B. The PARTIES may elect to renew this agreement for an additional five (5) year term by doing so in writing, and attaching an amendment to this agreement.
Article 9. Modification and Termination

A. Modification: This Agreement may only be modified by written mutual agreement of the PARTIES which include mutual consent and signatures of all PARTIES. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least sixty (60) days prior to the proposed date of said modification(s).

B. Assignment/Delegation: Neither party hereto shall assign, 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.

C. 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.

D. Termination:

1. Termination for Cause: Termination of the Agreement means the cancellation of this Agreement, in whole or in part, at any time prior to the completion of the Term of the Agreement. Either party may terminate this Agreement in whole or in part at any time, whenever such party reasonably determines that the other party has failed to comply with the conditions of the Agreement. The terminating party shall notify the other party in writing of such determination and the reasons for the termination, together with the effective date of the termination which must provide at least ninety (90) days' notice and opportunity to correct the perceived failure. The Conservancy shall not incur new obligations after receipt of such termination notice and shall cancel as many outstanding obligations as possible. Payments made to the Conservancy or recoveries by the District under Agreements terminated for cause shall be in accordance with the legal rights and liabilities of the PARTIES.

2. Termination for Convenience: Notwithstanding the Termination for Cause provision contained above, this Agreement may be terminated in whole or in part whenever the Conservancy or the District determines, in its sole discretion, that the continuation of the Agreement or any part of it will not produce beneficial results commensurate with the further expenditure of funds. The Conservancy and the District shall agree upon the termination conditions, including the effective date of such termination and, in the case of partial termination, the portion of the work to be terminated.

In the event that the Conservancy and the District cannot agree on such termination conditions, they each reserve the right to unilaterally terminate the Agreement by giving 30 days written notice of termination to the other party. The Conservancy shall not incur new obligations for the terminated portion after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.

Article 11. Multiple Originals, Counter Parts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
Article 12: Authorized Signatures

A. For the Conservancy:

Greg Moore
President & CEO
Golden Gate National Park Conservancy
Fort Mason, Building 201
San Francisco, CA 94123

B. For the District:

General Manager
Marin Municipal Water District
220 Nellen Ave.
Corte Madera, CA 94925

IN WITNESS HEREOF, the PARTIES hereto have signed their names and executed this Cooperative Agreement.

__________________________________ Date  ____________________
Greg Moore
President & CEO
Golden Gate National Parks Conservancy

_________________________________ Date  ______________________
Krishna Kumar
General Manager
Marin Municipal Water District
EXHIBIT A - 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), Designer and sub consultants, Construction Manager and sub consultants, and other consultants.

WHO IS AN INSURED
Is amended to include as an insured the organization and/or parties shown in the schedule above.

1. The insurance shall be primary concerning the additional insured shown in the schedule above, and any insurance or self-insurance maintained by such insureds shall not be required to contribute with it.

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, except with respect to the insurer’s limits of liability.

Authorized Insurance Representative

__________________________________________  __________________________
Signature                                      Date

__________________________________________
Print Name and Title
STAFF REPORT

SUBJECT: Conservation Program Update (June 1 – September 30, 2014)

SUBMITTED BY: Dan Carney, Water Conservation Manager, General Manager Division

RECOMMENDED ACTION: Information only

EXECUTIVE SUMMARY:

During the first four months of FY 2015, staff focused on preparing for the launch of the new “5 for $50” rebate program, processed 661 rebate applications, facilitated the direct installation of 371 high-efficiency toilets in multi-family properties, completed 370 CAP appointments for customers, responded to 341 water waste reports, approved 25 sets of landscape plans and created scientific water budgets for over 100 irrigation accounts, engaged over 600 students in educational field trips, classroom activities, and interactive assemblies, and fielded more than 1,800 customer phone calls. Since the start of the Water Insight pilot project in September, staff has responded to more than 100 customer calls and emails. The Marin Master Gardeners completed 75 residential garden walks; California Youth Energy Services performed 352 multi-family “Green House Calls”; and district staff supported the launch of the new “Water Conservation Challenge for Congregations” pilot project spearheaded by the City of San Rafael.

On November 4th, staff learned that MMWD will receive $1.3 million in Proposition 84 grant funds. The funded projects will facilitate the installation of automatic meter reading technology for dedicated irrigation meters, and incentives for Marin-friendly landscape renovations, high-efficiency toilets and clothes washers.

FISCAL IMPACT: YES ______ NO X ______ FISCAL YEAR: 2015

BACKGROUND:

Public Information Outreach For Water Conservation

New Conservation Regulations

A primary focus of our conservation outreach this period was notifying customers about the new conservation requirements adopted by the board August 19. Public Information oversaw the creation of fliers, door hangers, posters, and stickers highlighting the regulations and reminding customers to conserve. Additional outreach about the regulations was conducted via news release, September-October On the Water Front, bill message, advertising, electronic newsletters, and social media.
**Water Waste Webpage**
The water waste webpage was updated to reflect the new regulations, and an online submission form was added to allow customers to submit water waste reports via our website.

**Preparation for New Rebate Programs**
In preparation for the new rebate programs that launched October 25, 2014, during this period Public Information prepared an outreach plan and drafted materials including marketing brochure/bill insert, application form, brochure stand, and poster.

**School Programs**
Public Information oversaw the production of MMWD’s 2014-15 Water Wonders school programs newsletter, which was mailed to 1,370 educators. The district’s school programs also were promoted via the website, news release, print advertising in the “back to school” editions of local publications, September-October *On the Water Front*, social media, and a Water Wonders email to about 900 educators.

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<td>2,000 average blog views per month</td>
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<tr>
<td>Tweets &amp; Facebook posts</td>
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<td>E-newsletters</td>
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<td><em>On the Water Front</em> articles</td>
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<td>62,000 per bill cycle</td>
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<td>(May/June, July/Aug, Sept/Oct)</td>
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<tr>
<td>Advertising - online</td>
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</tbody>
</table>

**Other Conservation Outreach**
- Continued to promote the district’s rebate programs, CAP, Garden Walks, and general conservation information.
- Launched a new round of “Save Your Green, Save Our Blue” conservation coupons from local retailers.
- Updated the district’s table tents for restaurants and continued to promote our #DrinkingWaterOnRequest social media campaign.
- Continued to write, edit, and design the Weekly Watering Schedule email, which provides irrigation runtimes and water-wise gardening tips to approximately 2,400 subscribers.

Conservation Program Update (June 1 – September 30, 2014)
Incentives

Rebate Programs
Rebates for high-efficiency toilets and urinals, high-efficiency clothes washers, and smart controllers continue to be offered at $100 per qualifying toilet/urinal, $50 per qualifying washer and $20-$30 per qualifying irrigation valve. Department of Water Resources Proposition 84 Grant funds continue to cover 75% of rebate costs, with MMWD contributing 25%. During this reporting period 661 rebates were approved: 226 high-efficiency clothes washers, 404 high-efficiency toilets, and 31 smart controllers. Since the rebate programs were re-started on September 1, 2013, over 2,000 rebates have been paid as follows: 670 high-efficiency clothes washers, 1,300 high-efficiency toilets, and 60 smart controllers.

High-Efficiency Toilet (HET) Direct Install Program
371 toilets were retrofit to HETs, resulting in a program total to date of 915 HET installations (~75% of the total program goal). Staff is currently working with a local property management company and is in the process of inspecting over 350 toilets for replacement in their multi-family units.

Site Surveys

Conservation Assistance Program
370 CAP appointments were completed at residential sites and 11 were completed at commercial sites. This is a 66% increase in activity as compared to the same period in 2013 when 229 CAP appointments were completed.

Marin Master Gardeners’ “Garden Walks”
UCMMG Garden Walkers were recognized at the MMWD Board of Directors meeting August 19, 2014 as “Conservation Heroes” for their outstanding efforts in conserving water in Marin. During this reporting period, 75 Garden Walks were completed at residential sites. This is a 13% decrease in activity as compared to the same period in 2103 when 86 Garden Walks were completed.

California Youth Energy Services’ “Green House Calls”
Free indoor efficiency assessments from California Youth Energy Services (CYES) are available to all Marin County single-family residential sites through the free “Green House Calls” program. 352 Green House Calls were performed. This is a 42% increase in activity as compared to the same period in 2013 when 248 Green House Calls were completed. During site assessments CYES checks for leaking toilets, measures fixture flow rates and install MMWD-supplied high-efficiency showerheads and aerators (as needed), check for leaking toilets, and collect data on the customer’s irrigation practices.

City of San Rafael “Water Conservation Challenge for Congregations” Pilot
The Water Conservation Challenge for Congregations is a pilot program (August – November 2014) that is geared toward getting individual members of spiritual congregations in San Rafael Conservation Program Update (June 1 – September 30, 2014)
to take specific water conservation actions that significantly reduce consumption and costs. Coordinated by the City of San Rafael, this program helps the City achieve community greenhouse gas reductions under the Community Outreach and Empowerment section of its Climate Change Action Plan. The Challenge provides, among other things, a presentation on MMWD water supply, a free CAP consultation to participants, informational resources, and MMWD-supplied free high-efficiency aerators and shower heads. To date, 13 parishioners representing six congregations have volunteered to participate in the pilot.

**Water Waste**
Staff responded to 341 reports of water waste, as compared with 25 reports received during this same period in 2013. This represents an almost 14 fold increase in water waste activity. During the month of August alone 128 reports of water waste were received by the Water Conservation Department, representing the most water waste reports ever received since we started keeping records in 1998. To streamline the water waste reporting and response process, staff has developed a new online form for concerned citizens to complete and submit electronically to report a water waste situation. By completing this form, the water waste reporter is more likely to provide the information needed by Water Conservation staff to respond in an accurate and timely manner.

**Landscape Plan Review**
Staff has completed review of 28 new plans first submitted this reporting period, 25 of which passed review with the remaining 3 still pending final approval. Staff inspected and approved 2 installed projects. There was a 17% increase in new submittals compared to the same period in 2013.

**Water Budgets**
Staff is in the process of updating all water budgets for dedicated irrigation meters. This reporting period staff met with the County of Marin field staff to review and mark up aerial photos of active irrigation services. Water budget data of high confidence were collected for 49 irrigation services. Staff is currently in contact with other cities to setup similar meetings, and is reviewing 130 existing archived landscape plans.

**School Education**
The Water Conservation Department continues to play a lead role in offering water education to K-12th grade students in MMWD’s service area. School education programs are offered jointly with Watershed and Water Quality Laboratory staff, and are marketed by Public Information staff via “Water Wonders”, a comprehensive brochure that describes all MMWD-provided educational opportunities for students.

**Field Trips**
The School Education program offers field trips to the MMWD Watershed made possible through a partnership between Water Conservation, Watershed and Public Information staff. 40 students participated in a “Water Walk”, a walking tour around Phoenix Lake on the Mt. Tamalpais Watershed where they learned about ecology, water supply and water conservation.

Conservation Program Update (June 1 – September 30, 2014)
During these field trips students, parents, and teachers learn about water supply and water conservation and they do some hands on restoration and invasive species removal (e.g. pulling French Broom).

**School Bus Reimbursement Grants**
This grant program reimburses local schools for expenses related to school bus transportation for field trips to the Mt Tamalpais Watershed. During this reporting period 2 schools were reimbursed under this program.

**Classroom Presentations**
Water Conservation staff visit classrooms to teach students about the water cycle, our local water supply, watershed ecology and water conservation. Presentations last 30-45 minutes, and are available to grades 3 through 12 in Spanish or English. Four classroom visits reaching over 150 students have been completed so far this school year.

**Student “Do-It-Yourself Water Conservation”**
This program gives students the ability to take action to save water at their homes. Students are given specialized training, as well as a Student Water Conservation Workbook to guide them through the steps to take at home to review and improve their water use efficiency. As part of this program, MMWD provides free showerheads and faucet aerators to replace wasteful ones. Twenty five students at 2 schools completed DIY activities during this reporting period.

**School Assemblies**
MMWD continues to provide popular ZunZun assemblies at local elementary schools. These assemblies teach students all about watersheds and water conservation through a lively and humorous musical performance. Ten assemblies have been scheduled for this school year, and one assembly reaching over 400 students was held at Wade Thomas School in San Anselmo during this reporting period.

**Customer Contacts**
In a typical month, the Water Conservation Department receives hundreds of phone calls, ranging from requests for CAP appointments to water waste reports to comments about the Water Insight Program. Over 1,800 calls were logged this period, ranging from a low of 315 in June to a high as 527 in September. As drought concerns continue, we expect to receive numerous calls from customers wanting information about water rationing, drought conditions, and conservation tips. Water Conservation staff continue to give presentations and attend events to teach customers about water supply and conservation.
### Staff Training

<table>
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<tr>
<th>Training Activity</th>
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<tr>
<td>Active Shooter</td>
<td>Dog Safety</td>
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<tr>
<td>Communicating the Value of Water</td>
<td>CPR/AED Training</td>
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<td>Case Studies in Dish room Efficiency</td>
<td>WaterSense Training on Water Use in Commercial Kitchens</td>
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<td>Native Grasses</td>
<td>Verbal Intervention</td>
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<tr>
<td>Drip Irrigation for Landscape Designers</td>
<td>Building Trust for Resonant Relationships at Work</td>
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### Strategic Plan Alignment

This report aligns with the District’s Strategic Plan Goal 1 (Water Supply Resiliency), Strategy 2 (Emphasize water use efficiency as a core water resource element for MMWD), and Objective 1 (Meet 20% reduction in water use by 2020 through water conservation efforts).
STAFF REPORT

SUBJECT: PG&E emergency drought funding for wildfire hazard reduction

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

RECOMMENDED ACTION: Approve budget augmentation of $72,000

EXECUTIVE SUMMARY: MMWD was awarded a grant of $72,000 from a PG&E emergency drought related grant program for wildfire hazard reduction. Staff redirected resources to accelerate annual and periodic maintenance over approximately 400 acres of the fuel break system on the Mt. Tamalpais Watershed. Staff requests a budget augmentation to accomplish this work in this fiscal year above the amount originally budgeted.

FISCAL IMPACT: Yes X No  FISCAL YEAR: 2015

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FISCAL IMPACT NARRATIVE: None. All expenditures will be reimbursed through a grant award.

BACKGROUND:

PG&E developed a drought-related statewide emergency wildfire hazard reduction funding program for 2014 as directed by the Public Utilities Commission. Proposals were solicited through FireSAFE Marin in the spring of 2014. The primary requirement was that that there is measurable ground based reduction in hazardous fuels and that all work must be completed by October 31, 2014. PG&E funded six projects in Marin County including a funding request for $72,000 for project submitted by District staff that addresses fuels in the highest priority fuel break area on the Mt. Tamalpais Watershed. The intent of our project was to accelerate normal and periodic maintenance of the fuel break system in order to provide a higher margin of fire safety along the wildland urban interface encompassed by our watershed lands.
Project Description

The Marin Municipal Water District is responsible for managing its watershed lands to minimize the risk of wildfire. These lands comprise nearly 22,000 acres most of which are on the Mt. Tamalpais Watershed immediately adjacent to the heavily populated central corridor of Marin County. Over 25,000 structures, housing approximately 45,000 residents, are within two miles of District lands along a wildland-urban interface (WUI) that has a CalFire hazard rating of “High” to “Very High.” Wildfire also poses a threat to water quality and distribution, and to the ecosystem functions and values provided by watershed lands. Climate change, forest diseases, and the proliferation of weeds increase the risk posed by wildfire. The District has been actively addressing this responsibility primarily by constructing and maintaining an extensive network of nearly 1,000 acres of fuel breaks on its lands. These fuel breaks are managed in close cooperation with local fire departments and districts as well as adjacent public land managers.

This project focuses significant fuel reduction on the District’s highest priority “Primary Fuel Breaks” (see attached map) over about 400 acres of the most hazardous fuel loads. The maintenance for this fuel break system is especially crucial in the face of prolonged drought over the last two winters. In addition to close proximity to neighborhoods on steep slopes, served by narrow windy roads with dense natural and landscape vegetation, the project area includes important PG&E distribution lines serving neighborhoods, as well as district treatment plants, pump stations, and telemetry.

Project Detail

1. Area of Focus: The fuels reduction activities under this project will be accomplished on Primary Fuel Breaks that stretch along a 6 mile corridor from Fairfax to Mill Valley.
2. Activities: Fuel break management actions include thinning forests, removing ladder fuels, modification of horizontal distribution of fuels, and removal of flashy fuels in key areas. Removal will be conducted using hand crews and heavy equipment supplied by District forces and contractors.
3. Environmental Review: This work will be accomplished under the District’s Mt Tamalpais Area Vegetation Management Plan and EIR. These are all projects that can be completed beginning in September 2014 through the end of fire season.

All of this work was successfully accomplished in September and October of this year using district staff and tree and vegetation management contractors. A seasonal watershed aide was hired in order to offset the existing staff resources diverted to direct and support the field work and therefore not diminish other watershed priorities. The augmentation will be used to replenish the accounts used to fund the work. Staff requests that the board augment the operating budget by $72,000. FireSafe Marin is the fiscal agent for the grants and will reimburse the District for this amount when invoiced.
This project achieves a high priority strategic plan objective of implementing fire hazard reduction work on the watershed as identified in our vegetation management plan.

**REVIEWED BY:**
- Finance Manager [x] NA [ ]
- General Counsel [ ] NA [x]
- General Manager [x] NA [ ]

**ATTACHMENTS:**
1. Project Map
Attachment 1. Project Map
STAFF REPORT

SUBJECT: Change the Employer’s Contribution Rate for Health Insurance to comply with the requirements of Government Code Section 22892(a) and 22892(b), and to comply with the requirements of Government Code Section 7507 in electing the benefits set forth below.

SUBMITTED BY: Mark Williamson Human Resources Division Manager

RECOMMENDED ACTION: Adopt Resolutions No. 8316, 8317, 8318, which will change the District’s contribution rate paid for health insurance premiums.

EXECUTIVE SUMMARY: Health insurance costs change annually based on the premiums of insurance providers that are provided to by CalPERS, the District’s source of medical insurance. The attached resolution, required by CalPERS, will document the contribution by the District to the cost of health coverage.

FISCAL IMPACT: X

FISCAL YEAR: 2014-15

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<td>TOTAL SOURCES</td>
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FISCAL IMPACT NARRATIVE: The cost of the middle reference health insurance plan increases 7.6%, however the cost of Kaiser coverage - the plan held by 75% of employees - actually goes down by 3.8%. This reduction in premiums for Kaiser nearly negates the impact of the premium increases for employees for the remainder of FY 2014-2015. Hence there is minimal fiscal impact of $29,000 for the remaining period of the fiscal year. A higher amount was budgeted in anticipation of health coverage increases.

BACKGROUND: Under the existing agreement with SEIU and the Board resolution covering unrepresented employees, the District sets the employer’s contribution at the cost of the health plan that falls in the middle of plans offered by PERS (which is PERS Care PPO). The cost of this plan goes up by 7.6% and all affected parties were notified of the new health insurance rates in early September, 2014.
PERS requires that an employer contracting for medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) shall fix the employer's contribution by resolution (Government Code Section 22892(a) (b). Marin Municipal Water District has fully complied with Government Code Section 7507 in electing the benefits set forth below.

The attached resolutions will fix the contribution rate to be paid by MMWD to meet the requirements of the agreements between MMWD and employee groups for calendar year 2015.

**Reviewed by:**
- Finance Manager: [X] NA [ ]
- General Counsel: [ ] NA [X]
- General Manager: [X] NA [ ]

**Attachments:**
1. Resolution 8316
2. Resolution 8317
3. Resolution 8318
RESOLUTION NO. 8316

RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, (2) Marin Municipal Water District is a local agency contracting under the Act; now, therefore be it

RESOLVED, (a) That the 2015 employer's contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of $775.08 per month with respect to employees enrolled for self alone, $1550.16 per month for a Board Member enrolled for self and one family member, and $1550.16 per month for an employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund Assessments; and be it further

RESOLVED, (b) That Marin Municipal Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular/special meeting of the Board of Directors at Corte Madera this 10th day of November 2014.

Signed: ____________________________________________
                          President, Board of Directors

Attest: _____________________________________________
                          Secretary of the Board
RESOLUTION NO. 8317

RESOLUTION FIXING THE EMPLOYER’S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) Government Code Section 22892(a) provides that a local agency contracting under the Public Employees’ Medical and Hospital Care Act shall fix the amount of the employer’s contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, (2) Marin Municipal Water District is a local agency contracting under the Act; now, therefore be it

RESOLVED, (a) That the 2015 employer’s contribution for each retiree shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of $775.08 per month with respect to retiree enrolled for self alone, $1550.16 per month for a Board Member enrolled for self and one family member, and $1550.16 per month for a retiree enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund Assessments; and be it further

RESOLVED, (b) That Marin Municipal Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular/special meeting of the Board of Directors at Corte Madera this 10th day of November 2014.

Signed: _________________________________
President, Board of Directors

Attest: _________________________________
Secretary of the Board
RESOLUTION NO. 8318

RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, (2) Marin Municipal Water District is a local agency contracting under the Act; now, therefore be it

RESOLVED, (a) That the 2015 employer's contribution for each Board Member shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of $775.08 per month with respect to Board Members enrolled for self alone, $1550.16 per month for a Board Member enrolled for self and one family member, and $1550.16 per month for a Board Member enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund Assessments; and be it further

RESOLVED, (b) That Marin Municipal Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular/special meeting of the Board of Directors at Corte Madera this 10th day of November 2014.

Signed: _________________________________
President, Board of Directors

Attest: _________________________________
Secretary of the Board
STAFF REPORT

SUBJECT: Janitorial Services Contract
Missellaneous Agreement No. 5302

SUBMITTED BY: Danelle Graham, Senior Buyer
Finance Division

RECOMMENDED ACTION: Approve Resolution No. 8315 authorizing award of Miscellaneous Agreement No. 5302 Janitorial Services Contract in the amount of $122,024 to LaRocca’s Janitorial Service.

EXECUTIVE SUMMARY: On October 28, 2014, the District received four bids for the subject agreement, which involves janitorial services at the Administration Office, Corporation Yard, Water Quality Lab and the San Geronimo Treatment Plant. The agreement is for a two year term from January 1, 2015 through December 31, 2016. Based on qualifications and submittal of the lowest responsible bid on this contract, staff recommends that the District award Miscellaneous Agreement No. 5302 to LaRocca’s Janitorial Service at their bid price of $122,024.00

FISCAL IMPACT: YES X NO

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<tr>
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<td>$ 29,431</td>
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FISCAL IMPACT NARRATIVE: The janitorial service contract has a term of two years from January 1, 2015 through December 31, 2016. The annual cost has been budgeted in the operating fund for fiscal year 2014/15. The remaining contract amount of $92,593 will be included in the operating budget in the upcoming fiscal years 2015/16 and 2016/17.

BACKGROUND: On October 28, 2014, the District received four bids for the subject agreement, which involves janitorial services at the Administration Office, Corporation Yard, Water Quality Lab and the San Geronimo Treatment Plant. Eight bid packets were sent to potential bidders.
The Notice of Inviting Bids is for cleaning, washing, dusting, vacuuming and sweeping for various district locations for a two year period commencing January 1, 2015 and ending December 31, 2016. Funding for this service from January 1, 2015 to June 30, 2015 is included in the fiscal year 2014/15 budget and July 1, 2015 through December 31, 2016 will be included in the next upcoming budget for the fiscal year 2015/16 and 2016/17 under General Administration and Maintenance - Repair and Maintenance and Water Treatment Operations - Repair and Maintenance.

The lowest responsible bid was submitted by LaRocca’s Janitorial Service in the amount of $122,024.00. LaRocca’s Janitorial Service bid documents have been reviewed. The documents are complete and satisfactory.

Based on their qualifications and their submittal of the lowest responsible bid on this contract, staff recommends that the District award Miscellaneous Agreement No. 5302 to LaRocca’s Janitorial Service at their bid price of $122,024.00.

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 water resiliency, water quality, watershed management and a productive workforce and Goal 5: Workforce, Strategy 1 – ensure policies and practices that promote a safe and healthy workforce and workplace.

REVIEWED BY:

Finance Manager [ X ] NA [ ]
General Counsel [ ] NA [ X]
General Manager [ X ] NA [ ]

ATTACHMENTS:

1. Resolution No. 8315
2. Bid Results
MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8315

IT IS HEREBY RESOLVED that the bid of $122,024.00 submitted by LaRocca’s Janitorial Service for the Janitorial Service Contract under Miscellaneous Agreement No. 5302 was the lowest responsible bid submitted therefor, and said bid is hereby accepted.

BE IT FURTHER RESOLVED that a contract for this project be awarded to said low bidder, and the General Manager and Secretary are authorized and directed to execute said contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.

BE IT FURTHER RESOLVED that upon complete execution of said contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of LaRocca’s Janitorial Service are to be rejected.

PASSED AND ADOPTED this 10th day of November, 2014, by the following vote of the Board.

AYES:

NOES:

ABSENT:

_______________________________
President, Board of Directors

ATTEST:

_______________________________
Secretary
Marin Municipal Water District
Bid Results
Janitorial Services
Contract # MA 5302

Engineers Estimate: N/A
Bid Closing Date: 10/28/2014 @ 11:00am

<table>
<thead>
<tr>
<th>Rank</th>
<th>Company Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>La Rocca's Janitorial Service</td>
<td>$122,024.00</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 1144</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Novato, CA  94948</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone # 415-897-1240</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td></td>
<td>email address: <a href="mailto:admin@laroccasjanitorialservice.com">admin@laroccasjanitorialservice.com</a></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>American Building Maintenance</td>
<td>$125,190.48</td>
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<tr>
<td></td>
<td>1435 N Dutton Ave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Santa Rosa, CA  95401</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone # 707-974-9813</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td></td>
<td>email address: <a href="mailto:Allison.Lukanich@abm.com">Allison.Lukanich@abm.com</a></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Business Care Systems</td>
<td>$179,624.00</td>
</tr>
<tr>
<td></td>
<td>60 Leveroni Ct. Ste 200A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Novato, CA  94949</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone # 415-884-4484</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td></td>
<td>email address: <a href="mailto:Joseluis@buildingcaresystems.com">Joseluis@buildingcaresystems.com</a></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Townsend and Styler Maintenance  Co.</td>
<td>$230,720.00</td>
</tr>
<tr>
<td></td>
<td>1601 N California Blvd. Ste. 250</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Walnut Creek, CA  94596</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone # 510 597-7900</td>
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</tr>
<tr>
<td></td>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td></td>
<td>email address: <a href="mailto:jstyer@tsmaintenance.com">jstyer@tsmaintenance.com</a></td>
<td></td>
</tr>
</tbody>
</table>
STAFF REPORT

SUBJECT: MMWD South Pipeline Replacement Project
Award of Contract No. 1754

SUBMITTED BY: Jake Miller, Assistant Engineer, Civil Design

RECOMMENDED ACTION: Approve Resolution No. 8314 authorizing award of Contract No. 1754, to Maggiora & Ghilotti, Inc., in the amount of $811,811.

EXECUTIVE SUMMARY: On November 4, 2014, the district received and opened eight (8) bids for the subject contract which involves the replacement of over 6,000 feet of deteriorated and leak prone piping with new welded steel and polyvinyl chloride (PVC) pipe with valves, fittings and appurtenances, in the towns of San Anselmo, Ross, Tiburon and the city of Belvedere.

The lowest responsible bid was submitted by Maggiora & Ghilotti Inc. in the amount of $811,811. Maggiora & Ghilotti has completed several projects for the District. Their bid documents have been reviewed and determined to be complete and satisfactory. The project budget is $1,354,500.

<table>
<thead>
<tr>
<th>FISCAL IMPACT</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budgeted Amount</td>
<td>$1,354,500</td>
<td></td>
</tr>
<tr>
<td>Budget Augmentation Requested</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$1,354,500</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>FISCAL YEAR: 2015</th>
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<tr>
<td>FUNDING SOURCES</td>
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<tr>
<td>Operating Fund</td>
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<tr>
<td>Capital Fund</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Operating Reserves</td>
</tr>
<tr>
<td>Total Sources</td>
</tr>
</tbody>
</table>

FISCAL IMPACT NARRATIVE:
Contract No: 1754
Project No: D14022
Engineer’s Estimate: $850,000
Award: Maggiora & Ghilotti Inc
Budget
Contract Award: $811,811
Materials: $203,175
District Labor/Inspection: $339,514
Total Budget: $1,354,500

Budget Category: A1A02A

BACKGROUND: This project improves the system by replacing older, leakier pipes. The streets involved in the pipeline replacement are:

<table>
<thead>
<tr>
<th>Street</th>
<th>Town</th>
<th>Length</th>
<th>Installation date</th>
<th>Existing size and type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tamalpais Av</td>
<td>San Anselmo</td>
<td>560 feet</td>
<td>1924</td>
<td>4” LCP</td>
</tr>
<tr>
<td>Raymond Av</td>
<td>San Anselmo</td>
<td>240 feet</td>
<td>1902</td>
<td>4” GTP</td>
</tr>
<tr>
<td>Magnolia Av</td>
<td>San Anselmo</td>
<td>480 feet</td>
<td>1924, 1915</td>
<td>4” LCP, 4” GTP</td>
</tr>
<tr>
<td>Madera Av</td>
<td>Ross</td>
<td>450 feet</td>
<td>1911</td>
<td>2” GTP, 4” GTP</td>
</tr>
<tr>
<td>Round Hill Rd</td>
<td>Tiburon</td>
<td>830 feet</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Bay View Av</td>
<td>Tiburon</td>
<td>440 feet</td>
<td>1952</td>
<td>6” CIP</td>
</tr>
<tr>
<td>Oak Av</td>
<td>Belvedere</td>
<td>1550 feet</td>
<td>1953, 1937, 1952</td>
<td>4” CIP, 4” CIP, 6” CIP</td>
</tr>
<tr>
<td>Laurel Av</td>
<td>Belvedere</td>
<td>400 feet</td>
<td>1939</td>
<td>4” CI</td>
</tr>
<tr>
<td>Acacia Av</td>
<td>Belvedere</td>
<td>580 feet</td>
<td>1972</td>
<td>6” CI</td>
</tr>
<tr>
<td>San Rafael Av</td>
<td>Belvedere</td>
<td>290 feet</td>
<td>1922</td>
<td>4” CI</td>
</tr>
<tr>
<td>Beach Rd</td>
<td>Belvedere</td>
<td>200 feet</td>
<td>1922</td>
<td>2” GTP, 1-1/4” GTP</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>6,020 feet</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bid History
Advertised: November 4, 2014
Bids Received: Sealed bids were received from eight (8) firms on November 4, 2014 as follows:

<table>
<thead>
<tr>
<th>Bid Rank</th>
<th>Contractor Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maggiora Ghilotti Inc</td>
<td>$811,811.00</td>
</tr>
<tr>
<td>2.</td>
<td>Piazza Construction</td>
<td>$813,882.00</td>
</tr>
<tr>
<td>3.</td>
<td>D&amp;D Pipelines Inc</td>
<td>$832,715.00</td>
</tr>
<tr>
<td>4.</td>
<td>Argonaut Constructors</td>
<td>$935,595.00</td>
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<tr>
<td>5.</td>
<td>Michael Paul Company</td>
<td>$973,215.00</td>
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<tr>
<td>6.</td>
<td>W.R. Forde Associates</td>
<td>$983,490.00</td>
</tr>
<tr>
<td>7.</td>
<td>Terracon Constructors</td>
<td>$1,081,296.50</td>
</tr>
<tr>
<td>8.</td>
<td>J&amp;M Inc.</td>
<td>$1,292,874.00</td>
</tr>
</tbody>
</table>

Schedule
Project Award: November 10, 2014
Estimated Notice-To-Proceed: December 10, 2014
Estimated Completion Date: May 4, 2015
Duration: 175 days

Environmental Review
The Environmental Services Coordinator has determined that the project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15302(c), Replacement or Reconstruction. The project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipelines with negligible or no expansion of capacity. A copy of the draft Notice of Exemption is enclosed as Attachment 4. The Notice of Exemption will not be filed with the County Clerk’s office following board action to award the contract.

Strategic Plan Alignment
This action aligns with the District’s 5-Year Strategic Plan Goal 1 (Water Supply Resiliency) and Strategy 4 (Ensure facilities and equipment are maintained and sufficient to support resiliency, water quality, watershed management and a productive workforce).

Reviewed by:
Finance Manager [X] NA [ ]
General Counsel [ ] NA [ ]
General Manager [ ] NA [ ]
ATTACHMENTS:

1. Resolution No. 8314
2. Location Map Sheet 1
3. Location Map Sheet 2
4. Notice of Exemption
MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8314

IT IS HEREBY RESOLVED that the bid of $811,811 submitted by Maggiora & Ghilotti, Inc. for the MMWD South Pipeline Replacement Project under Contract No. 1754 was the lowest responsible bid submitted therefor, and said bid is hereby accepted.

BE IT FURTHER RESOLVED that a contract for this project be awarded to said low bidder, and the General Manager and Secretary are authorized and directed to execute said contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.

BE IT FURTHER RESOLVED that upon complete execution of said contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of Maggiora & Ghilotti, Inc. are to be rejected.

BE IT FURTHER RESOLVED that the project is Categorically Exempt from review under Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipelines with negligible or no expansion of capacity.

PASSED AND ADOPTED this 10th day of November, 2014, by the following vote of the Board.

AYES:

NOES:

ABSENT:

_____________________________
President, Board of Directors

ATTEST:

_____________________________
Secretary
Notice of Exemption

Project Title: MMWD South Pipeline Replacement Project (D14022)

Project Location – City: San Anselmo, Ross, Tiburon, and Belvedere. Project Location – County: Marin

Project Description: The project involves replacement of over 6,000 feet of deteriorated and leak prone piping with new welded steel and polyvinyl chloride (PVC) pipe with valves, fittings and appurtenances, in the towns of San Anselmo, Ross, Tiburon and the city of Belvedere (Figures 1 & 2). The roads involved in the pipeline replacement are:

<table>
<thead>
<tr>
<th>Street</th>
<th>Town</th>
<th>Length (ft)</th>
<th>Installation date</th>
<th>Existing size and type</th>
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<td>1902</td>
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</tr>
<tr>
<td>Magnolia Av</td>
<td>San Anselmo</td>
<td>480</td>
<td>1924</td>
<td>4” LCP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1915</td>
<td>4” GTP</td>
</tr>
<tr>
<td>Madera Av</td>
<td>Ross</td>
<td>450</td>
<td>1911</td>
<td>2” GTP, 4” GTP</td>
</tr>
<tr>
<td>Round Hill Rd</td>
<td>Tiburon</td>
<td>830</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Bay View Av</td>
<td>Tiburon</td>
<td>440</td>
<td>1952</td>
<td>6” CIP</td>
</tr>
<tr>
<td>Oak Av</td>
<td>Belvedere</td>
<td>1550</td>
<td>1953, 1937, 1952</td>
<td>4” CIP, 4” CIP, 6” CIP</td>
</tr>
<tr>
<td>Laurel Av</td>
<td>Belvedere</td>
<td>400</td>
<td>1939</td>
<td>4” CI</td>
</tr>
<tr>
<td>Acacia Av</td>
<td>Belvedere</td>
<td>580</td>
<td>1972</td>
<td>6” CI</td>
</tr>
<tr>
<td>San Rafael Av</td>
<td>Belvedere</td>
<td>290</td>
<td>1922</td>
<td>4” CI</td>
</tr>
<tr>
<td>Beach Rd</td>
<td>Belvedere</td>
<td>200</td>
<td>1922</td>
<td>2” GTP, 1-1/4” GTP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>6,020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Public Agency Approving Project: Marin Municipal Water District

Name of Person or Agency Carrying Out Project: Marin Municipal Water District

CEQA Exemption Status: Categorical Exemption Section 15302(c), Replacement or Reconstruction.

Reason for Exemption: The project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipelines with negligible or no expansion of capacity.

Project Approval: The Marin Municipal Water District Board of Directors approved the award of a contract for project construction, which represents project approval as defined by Section 15352 of the Guidelines for Implementation of the California Environmental Quality Act, at their regularly scheduled meeting on November 10, 2014.

Lead Agency Contact Person: Dain Anderson, Marin Municipal Water District

Telephone: (415) 945-1586

Dain Anderson, Environmental Services Coordinator

Date
Figure 1: MMWD South Pipeline Replacement Project

Location Map
Scale: NTS

SAN ANSELMO
ROSS
MADERA AV
RAMEYD AV
TAMALPAIS AV & MAGNOLIA AV

Marin Municipal Water District
220 Nellen Ave., Corte Madera, CA 94925 (415) 924-4600

Date: Nov 2014  Job No: 014022  Sheet: 1
Prepared By: EH  Design By: JM

Source: MMWD 2014
Figure 2: MMWD South Pipeline Replacement Project

LOCATION MAP
SCALE: NTS

SOURCE: MMWD 2014
Staff Report

Subject: Approval to Fill One Senior Distribution System Operator Position

Submitted by: Michael Ban, P.E., Manager, Environmental and Engineering Services Division

Recommended Action: Authorize General Manager to recruit and hire one permanent Senior Distribution System Operator position.

Executive Summary: On October 15, 2014, our Senior Distribution System Operator informed us that he has accepted the position of Treatment Plant Operator Trainee at the district. He will start his new position on November 3, 2014. District staff requests the Board authorize the General Manager to recruit, hire and fill one Senior Distribution System Operator.

Fiscal Impact: Yes X No

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Funding Sources</th>
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<tr>
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<td>Budget Augmentation Requested</td>
<td>Capital Fund $</td>
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<tr>
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<td>Other $</td>
</tr>
<tr>
<td></td>
<td>Operating Reserves $</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>Total Sources $46,574</td>
</tr>
</tbody>
</table>

Fiscal Impact Narrative: The annual salary and benefits for this position range from $114,231 (step 1) to $139,443 (step 5). The estimated FY 14-15 cost (salary and benefits) for the one position is $46,573 (4 months at step 5). This position is included in the FY 2014-2015 operating budget for the Environmental and Engineering Services Department.

The requested action aligns with the district’s Strategic Plan Goal 5 - Workforce, Strategy 5 - attract and retain a high quality efficient workforce to achieve MMWD’s strategic goals and Objective 6 - ensure the MMWD has sufficient qualified staff to address critical tasks in a timely manner.

Reviewed by: Finance Manager [X] NA [ ]
General Counsel [ ] NA [X]
General Manager [X] NA [ ]
AGENDA ITEM STAFF REPORT

ITEM NO. 10 B
MEETING DATE: November 10, 2014
MEETING: Board of Directors

SUBJECT: Approval to Fill One Permanent Meter Service Technician Position

SUBMITTED BY: Oreen Delgado, Finance Manager

RECOMMENDED ACTION: Authorize General Manager to recruit and hire one permanent Meter Service Technician position.

EXECUTIVE SUMMARY: A permanent Meter Service Technician position has become vacant due to retirement in the Meter Operations department. Staff is requesting authorization for the General Manager to recruit and hire one permanent Meter Service Technician position.

FISCAL IMPACT? YES X NO FISCAL YEAR: 2014/15

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>FUNDING SOURCES</th>
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<tbody>
<tr>
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<td>Budget Augmentation Requested</td>
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<tr>
<td></td>
<td>Other $</td>
</tr>
<tr>
<td></td>
<td>Operating Reserves $</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES $58,978</td>
<td>TOTAL SOURCES $58,978</td>
</tr>
</tbody>
</table>

FISCAL IMPACT NARRATIVE:

The budgeted amount of $58,978 based on filling the position in January 2015. The salary and benefits are budgeted in the Meter Operations department’s operating budget for 2014/15.

BACKGROUND:

The Meter Operating department will have a vacancy for a Meter Service Technician from the retirement of Raymond Cage. Ray has 29 years of service with the district and will be retiring at the end of November.
The Meter Operations department includes total staff of 13 positions and is responsible for meter reading, meter repairs and meter replacements for the entire district. Eight reader/repair worker positions are needed to read the District’s billing areas within the two month billing cycle. An additional two temporary meter reader/repair workers complete the replacement of smaller residential meters and assist with meter reading, when needed. Two Meter Service Technician staff test, rebuild and replace larger meters which are in excess of 1 ½’ in size.

The total annual salary and benefits cost for the position, range from a minimum of $98,345 to a maximum of $117,956. The funding for the position is budgeted in the Meter Operations Department operating budget for FY 2014/15.

The requested action aligns with the district’s Strategic Plan Goal 5 - Workforce, Strategy 5 - attract and retain a high quality efficient workforce to achieve MMWD’s strategic goals and Objective 6 - ensure the MMWD has sufficient qualified staff to address critical tasks in a timely manner.

ATTACHMENTS (as needed)
1. None.
STAFF REPORT

SUBJECT: Future Agenda Items

SUBMITTED BY: Krishna Kumar, General Manager

RECOMMENDED ACTION: Information

NOVEMBER

- Performance Evaluations (General Counsel and Finance Manager)
- Annual Board Compensation Report

DECEMBER

- Performance Evaluations (General Counsel and Finance Manager)

COMMITTEE CALENDAR

11-12  Finance
11-21  DOC
TBD   Communications
TBD   Drought Resiliency

Tamalpais Lands Collaborative Outreach Calendar
(total presentations completed to date = 36)

- November 10 - Green Gulch
- November 11 - Homestead Valley Land Trust/Community Association
- November 12 - NorCal High School Mountain Bike League
- November 13 - Marin Agricultural Land Trust
- November 20 - Slide Ranch
- November 22 - California Alpine Club
- Late November - SPAWN