



Posting Date: 12-11-2020

NOTICE OF REGULAR BI-MONTHLY MEETING BOARD OF DIRECTORS

MEETING DATE: 12-15-2020

TIME: 7:30 p.m.

LOCATION: This meeting will be held virtually, pursuant to the Governor's Executive Order N-29-20.

To participate online, go to <https://zoom.us/j/91866755311>. You can also participate by phone by calling 1-669-900-6833 and entering the webinar ID#: 918 6675 5311.

PARTICIPATION DURING MEETINGS: During the public comment periods, the public may comment by clicking the "raise hand" button on the bottom of the Zoom screen; if you are joining by phone and would like to comment, press *9 and we will call on you as appropriate.

EMAILED PUBLIC COMMENTS: You may submit your comments in advance of the meeting by emailing them to BoardComment@MarinWater.org. All emailed comments received by 3 p.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. Those emailed comments on approval items received by 3 p.m. will also be summarized by the board secretary at the board meeting. All emails will be posted on our website. (Please do not include personal information in your comment that you do not want published on our website such as phone numbers and home addresses.)

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call	
Closed Session Report from Special Meeting	
Adopt Agenda	

Public Comment

Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.

AGENDA ITEMS	RECOMMENDATIONS
Directors' and General Manager's Announcements	
Consent Calendar 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 by the Board during adoption of the agenda for separate discussion and action.	
1. Minutes of the Special Board of Directors' Meetings of December 1, 2020	<i>Approve</i>
2. General Manager's Report for November 2020	<i>Approve</i>
3. First Amendment to Lease Agreement No. 67 with the Marin Emergency Radio Authority (MERA) at the Forbes Reservoir Site, San Rafael (APN 010-261-02)	<i>Approve</i>
4. One Tam Draft 2021 Annual Work Plan	<i>Approve</i>
5. Grassland Invasive Plant & Habitat Restoration Services	<i>Approve</i>
6. Easement Agreement with Outnumbered2, LLC for the Sunny Oaks Drive Pipeline Replacement Project	<i>Approve</i>
7. Continuation of Emergency Contracting Provisions for Replacement of the Porteous Tunnel Pipeline	<i>Approve</i>
8. Professional Services Agreement for legal services with Colantuono, Highsmith & Whatley PC	<i>Approve</i>
Regular Calendar	
9. Water Supply Report for November 2020	<i>Information</i>
10. Recommendations regarding the Use of E-bikes on District watershed lands	<i>Approve</i>
11. United Site Services Contract No. 5652 Amendment No. 2	<i>Approve</i>
12. Labor Agreement with SEIU Local 1021 and Modification of Resolution No. 8214 for Unrepresented Employees	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
13. Approval to Fill Senior Engineering Technician Position	<i>Approve</i>
14. Future Meeting Schedule and Agenda Items	<i>Information</i>
Adjournment	

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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FUTURE BOARD MEETINGS:

- ❖ Thursday, December 17, 2020
Finance Committee/Board of Directors (Finance) Meeting
(including 10-year Financial Plan Workshop 1A)
9:30 a.m.
- ❖ Tuesday, January 5, 2021
Regular Bi-Monthly Board of Directors' Meeting
7:30 p.m.

Board Secretary

Approval Item

TITLE

Minutes of the Board of Directors' Special Meetings of December 1, 2020

RECOMMENDATION

Approve the adoption of the minutes.

SUMMARY

On December 1, 2020, the board held two special meetings, one at 6:30 p.m. and the other at 7:30 p.m. The minutes of both meetings are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of the Board of Directors' Special Meeting of December 1, 2020 (6:30 p.m.)
2. Minutes of the Board of Directors' Special Meeting of December 1, 2020 (7:30 p.m.)

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	 Terrie Gillen Board Secretary	 Ben Horenstein General Manager

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS' SPECIAL MEETING**

MINUTES

Tuesday, December 1, 2020

Via teleconference

(In accordance with Governor Gavin Newsom's Executive Order N-29-20)

DIRECTORS PRESENT: Larry Bragman, John C. Gibson, and Cynthia Koehler

DIRECTORS ABSENT: Larry Russell

CALL TO ORDER AND ROLL CALL

President Gibson called the meeting to order at 6:33 p.m.

PUBLIC COMMENT

None

The board adjourned to closed session to discuss the following Closed Session Items.

CONVENED TO CLOSED SESSION

CLOSED SESSION ITEMS

1. Conference With Real Labor – Existing Negotiators
(Government Code §54957.6)

Agency Designated Representatives: Ben Horenstein, General Manager, and
Vikkie Garay, Human Resources Manager

Employee Organization: Service Employees International Union (SEIU) 1021
Unrepresented Employees

2. Conference With Legal Counsel – Existing Litigation
(Government Code §54956.9)

Walker v. Marin Municipal Water District
Marin Superior Court
Case No. CIV 1501914

3. Conference With Legal Counsel – Existing Litigation
(Government Code §54956.9)

Coalition for Sensible Taxpayers, et. al. v. Marin Municipal Water District
Marin Superior Court
Case No. CIV 1903160

The board discussed Closed Session Items 2 & 3 first. Then the first Closed Session Item last. Director Larry Russell joined the meeting at approximately 6:45 p.m. The board gave direction to staff.

ADJOURNMENT

This meeting adjourned at 7:08 p.m.

Board Secretary

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

SPECIAL MEETING MINUTES

Tuesday, December 1, 2020

Via teleconference

(In accordance with Governor Gavin Newsom's Executive Order N-29-20)

DIRECTORS PRESENT: Larry Bragman, John C. Gibson, Cynthia Koehler, and Larry L. Russell

DIRECTORS ABSENT: None

CALL TO ORDER AND ROLL CALL

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

CLOSED SESSION REPORT FROM SPECIAL MEETING

General Counsel Molly MacLean reported that the board discussed the items of the Closed Session and gave direction to staff.

ADOPT AGENDA

There was no public comment received under this agenda item.

On motion made by Director Bragman and seconded by Director Koehler, the board adopted the agenda by the following roll call vote:

Ayes: Directors Bragman, Koehler, Russell, and Gibson

Noes: None

Abstain: None

PUBLIC COMMENT

Prior to the meeting, the board received two public comments via email and it was forwarded to the board. After the meeting, the comments were posted on the district's website.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS

There were no announcements.

CONSENT CALENDAR (ITEMS 1-3)

Item 1 Commendation to Retiring Employee: Phil Tweedie (Resolution 8614)

**Item 2 Minutes of the Special and Regular Bi-Monthly Board of Directors' Meetings of
November 17, 2020**

Item 3 Award of Contract No. 1933 Alpine/Bon Tempe Raw Water Transfer Pipeline Replacement Project, to Piazza Construction, to install 300 feet of pipe in support of the District's Capital Improvement Program

There were no public comments.

On motion made by Director Koehler and seconded by Director Bragman, the board approved the Consent Calendar by the following roll call vote:

Ayes: Directors Bragman, Koehler, Russell, and Gibson
Noes: None
Abstain: None

REGULAR CALENDAR (ITEMS 4-8)

Item 4 Present Resoluton of Commendation to Phil Tweedie

Operations Division Manager Paul Sellier read the proclamation and Mr. Tweedie thanked the board.

There was no public comment.

Item 5 Water Supply Update

Mr. Sellier also spoke on this item. Discussion followed.

There was no public comment.

The board took no action.

Item 6 Resolution 8613, Reject All Bids for Contract No. 1928, Southern Marin Pipeline Replacement Project

Associate Engineer Jake Miller brought forth this item. Discussion ensued. There was no public comment.

On motion made by Director Bragman and seconded by Director Russell, the board approved Resolution 8613, Rejecting All Bids For The Southern Marin Pipeline Replacement Project (CN 1928/D20022), by the following roll call vote:

Ayes: Directors Bragman, Koehler, Russell, and Gibson
Noes: None
Abstain: None

Item 7 Board of Directors' Handbook

Staff Attorney Jerrad Mills presented this item to the board. Discussion ensued. There was no public comment.

The board directed staff to come back at a future board meeting with options regarding Directors' use of title in written communications.

Item 8 Future Meeting Schedule and Agenda Items

The board secretary presented this item. There was no discussion nor public comment.

The board took no formal action.

ADJOURNMENT

There being no further business, the 7:30 p.m. special meeting of December 1, 2020, adjourned at 8:29 p.m.

Board Secretary

Approval Item

TITLE

General Manager's Report for November 2020

RECOMMENDATION

Approve Report.

SUMMARY**A. HIGHLIGHTS:**

- Completed the complex Ross Reservoir Landslide Repair project, which repaired a major landslide on the watershed which was threatening to undermine Ross Reservoir.
- The Water Quality Lab ensured that the water we supplied met or surpassed water quality regulations by collecting and analyzing over 150 water quality samples and 20 treatment plant samples. The lab performed 22 sanitary tank surveys, checked an additional 16 tanks for low chlorine, adding chlorine to 5 of those to preserve water quality. In addition, staff completed 4th Quarter compliance monitoring in addition to routine monthly sampling.
- On November 15, staff initiated the first of four migration flows from Kent Reservoir. Migration flows of 21 cubic feet per second for 3 consecutive days (125 AF) will occur approximately on the first day of each month through February 2021 unless triggered by a storm event.
- Staff was able to notify a customer of a 301 gph (7,224 gpd) leak thru AMI within 48 hours.
- Pursuant to California Health and Safety code, Section 116885, added by Senate Bill 1398 (2016) and amended by Senate Bill 427 (2017) MMWD was required to verify that all services lines are not lead.
 - Staff was able to run an SAP report to identify service line material types. The initial database query returned just over 1200 service lines of unknown material type and these were reported in the Electronic Annual Report (EAR) in early 2019. As required by regulations, over the course of 2019/2020 MMWD field staff physically inspected each service to identify and record the service material type on both the customer side and the MMWD side of the meter. These inspections revealed that none of these service lines were lead.

- Subsequent to the field inspections 348 additional records (services) that were not included in our original database query were found. On June 24, 2020 MMWD issued a letter to the State Water Resources Control Board, Division of Drinking Water reporting on the findings of the original field inspections and committing to inspect and or replace these additional 348 service lines as necessary by November 30, 2020. All of these 348 services have now been physically inspected and verified that they are not lead.
- Completed installation of the Azalea Hill Bull Frog Bridge.
- California Conservation Corps North Bay began weekly watershed litter abatement at priority watershed locations.
- Completed installation of four new culverts on Fish Grade fire road.
- Carried out a Watershed Greeters Program on Wednesday's and Fridays at Lake Lagunitas Parking area and Bon Tempe Dam.
- Continued on-line Frog/Turtle Docent Training to support annual volunteer efforts.

DISCUSSION

B. SUMMARY:

AF	= Acre Feet
Mg/L	= milligrams per liter
MPN	= most probable number
MPY	= mils per year
MG	= million gallons
NTU	= nephelometric turbidity units

1. Water Production:

Item	FY 2020/21		FY 2019/20	
	(million gallons)	(acre-feet)	(million gallons)	(acre-feet)
Potable				
Total production this FY	4,346	13,338	4,359	13,378
Monthly production, November	665	2,040	723	2,219
Daily average, November	22.16	68.00	24.10	73.97
Recycled¹				
Total production this FY	0.00	0.00	0.00	0.00
Monthly production, November	0.00	0.00	0.00	0.00
Daily average, November	0.00	0.00	0.00	0.00
Raw Water				
Total production this FY	40.90	125.52	37.09	113.83
Monthly production, November	2.91	8.93	0.00	0.00
Daily average, November	0.10	0.30	0.00	0.00
Imported Water				
Total imported this FY	943	2,894	729	2,236
Monthly imported, November	195	598	66	202
Reservoir Storage				
Total storage, November	15,408	47,285	19,739	60,576
Storage change during November	-801	-2,457	-910	-2,794
Stream Releases				
Total releases this FY	1,026	3,150	1,277	3,920
Monthly releases, November	328	1,007	384	1,177

¹ Recycled water was temporarily discontinued in February 2019 to accommodate construction of the Las Gallinas Valley Sanitary District's Secondary Treatment Plant Upgrade and Recycled Water Expansion Project. Production will resume upon completion of this project, which is anticipated to occur in late 2020.

2. <u>Precipitation:</u>	<u>FY 2020/21 (in.)</u>	<u>FY 2019/20 (in.)</u>
Alpine	4.60	1.94
Bon Tempe	3.00	1.69
Kent	3.39	1.99
Lagunitas *	3.40	3.44
Nicasio	1.91	1.48
Phoenix	2.60	1.90
Soulajule	2.21	1.27

* Average to date = 9.64 inches

3. Water Quality:

<u>Laboratory:</u>	<u>FY 2020/21</u>	<u>FY 2019/20</u>
Water Quality Complaints:		
Month of Record	10	45
Fiscal Year to Date	73	206
Water Quality Information Phone Calls:		
Month of Record	7	13
Fiscal Year to Date	72	75

The lab performed 1,894 analyses on lakes, treatment plants and distribution system samples.

Mild steel corrosion rates averaged 2.36(0.41–5.77) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

Complaint Flushing: No flushing was performed for the month of record.

Tank Survey Program: 22 water storage tank sanitary surveys were performed during the month. 92.86 % of the planned survey program has been completed for calendar year 2020.

Disinfection Program: 1302' of new pipeline was disinfected during the month. Performed chlorination's on 11 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 5 water quality-monitoring events on storage tanks for various water quality parameters this month to help ensure compliance with bacteriological water quality regulations.

4. Water Treatment:

<u>Treatment Results</u>	<u>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
	Average	Monthly Goal	Average	Monthly Goal	Average	Monthly Goal
Turbidity (NTU)	0.06	≤ 0.10	0.03	≤ 0.10	0.04	≤ 0.10
Chlorine residual (mg/L)	2.54	2.50 *	2.52	2.50 *	2.50	2.50 *
Color (units)	0.5	≤ 15	0.2	≤ 15	0.4	≤ 15
pH (units)	7.8	7.8*	7.7	7.8*	8.1	8.1**

* Set monthly by Water Quality Lab

** pH to Ignacio is controlled by SCWA

5. Capital Improvement:

a. Mesa Vista Tank Pipeline Replacement Project

Summary: This project involves the replacement of 590 feet of old, leak prone pipe within the Town of Ross and City of San Rafael.

- Project Budget: \$307,217
- Monthly Activities: The main line pipe has been installed and the contractor is completing punch list items to finish the project.

b. Ross Reservoir Landslide Repair Project

Summary: This project will repair a landslide next to Ross Reservoir and install new 24 and 12-inch transmission main outside of the slide area on MMWD Watershed.

- Project Budget: \$1,899,620
- Monthly Activities: Contractor has finished all work and demobilized from site on November 14th.

c. Sir Francis Drake Blvd Corridor Rehabilitation Project

Summary: This project involves the replacement of 8,500 feet of 100-year-old, leak prone pipe as a joint project with Marin County along Sir Francis Drake Blvd.

- Project Budget: \$4,647,762
- Monthly Activities: Construction issues resulted in the contractor temporarily suspending work on the pipeline in November. Work is anticipated to resume in December. To date, approximately 2,800 feet of 12 and 8-inch water main have been installed. Project completion is anticipated for April 2021.

d. Piedmont Road Pipeline Replacement Project

Summary: This project involves the replacement of 2,190 feet of 100-year old, leak prone pipe within the Town of Larkspur.

- Project Budget: \$744,610
- Monthly Activities: To date approximately 1,500 feet of 6 and 4-inch water main have been installed.

e. 5th Ave FFIP Pipeline Replacement Project

Summary: This project involves the replacement of 3,990 feet of old, undersized fire flow deficient pipe in support of the District's Fire Flow Improvement Program within the City of San Rafael.

- Project Budget: \$2,279,140
- Monthly Activities: Contractor has started installing mainline pipe. Approximately 300 feet of 18-inch pipe have been installed.

f. San Geronimo Treatment Plant Permanent Emergency Generator Project

Summary: This project involves the installation of two 1.5 MW generators, electrical equipment, fuel storage tanks and site grading all within the community of Woodacre.

- Project Budget: \$5,375,600
- Monthly Activities: The District awarded the construction contract on November 17th. Work is scheduled to begin in December.

g. Southern Marin Pipeline Replacement Project (D20022)

Summary: This project involves the replacement of 5,080 feet of old, leak prone and problematic pipe in Tiburon and Belvedere, in coordination with the City of Belvedere's earthquake resiliency program and Sanitary District No. 5's Cove Road Force Main Replacement Project and planned paving work to minimize public impacts.

- Project Budget: \$2,985,000
- Monthly Activities: District opened bids on 10/20 and after reviewing all bids, staff has recommended to reject all bids and re-advertise with clarification on the experience requirements. Rejection of all bids is occurred on November 17th. Re-bidding of the project is anticipated to occur in December.

h. Porteous Tunnel Pipeline Emergency Replacement Project (F21001)

Summary: This project involves the emergency replacement of the 100-year old pipeline inside Porteous Tunnel.

- Project Budget: \$1,400,000
- Monthly Activities: The Board awarded the construction contract on November 17th. Work on the project is scheduled to begin in early December.

i. Alpine/Bon Tempe Raw Water Transfer Pipeline Replacement Project (D20027)

Summary: This project involves the replacement of approximately 300-feet of the pipeline transferring raw water from Alpine to Bon Tempe.

- Project Budget: \$312,000
- Monthly Activities: Bids were opened on November 17th with contract award scheduled to occur on December 1st.

6. Other:

<u>Pipeline Installation</u>	<u>FY2020/21</u>	<u>FY2019/20</u>
Pipe installed during November (feet)	525	1,046
Total pipe installed this fiscal year (feet)	7,238	15,118
Total miles of pipeline within the District	907*	908*
<i>* Reflects adjustment for abandoned pipelines</i>		
<u>Pipe Locates</u>	<u>FY2020/21</u>	<u>FY2019/20</u>
Month of November (feet)	28,472	41,584
Total this fiscal year (feet)	195,746	219,730
<u>Main Line Leaks Repaired:</u>	<u>FY2020/21</u>	<u>FY2019/20</u>
Month of November	27	34
Total this fiscal year	75	84
<u>Services:</u>	<u>FY2020/21</u>	<u>FY2019/20</u>
Service upgrades during November	18	6
Total service upgrades this FY	80	79
Service connections installed during November	0	2
Total active services as of December 1, 2020	60,534	60,518

7. Demand Management:

	Nov-20	FY 20/21 TOTAL	FY 19/20 TOTAL	FY 18/19 TOTAL
WATER-EFFICIENCY PROGRAMS				
Water-Use Site Surveys				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	4	15	127	109
Residential properties resi 3-5 (multi-family units)	0	1	30	2
Non-residential properties resi 6-7 (commercial)	0	0	3	6
Dedicated irrigation accounts resi 8-10 (large landscape)	0	0	-	2
Marin Master Gardeners' Marin-Friendly Garden Walks				
Residential garden walks	8	63	91	122
CYES Water/Energy Surveys				
Residential surveys	0	0	86	238
Public Outreach and Education, Customer Service				
Public outreach events (number of people attending)	0	0	1,150	13,691
Public education events (number of participants)	0	0	-	500
Laundry-to-Landscape Graywater webinars (participants)	23	84	-	-
Customer calls/emails admin staff	147	906	2,230	1,835
School Education				
School assemblies				
Number of activities	0	0	15	17
Number of students reached	0	0	6,349	5,915
Field trips				
Number of activities	0	0	11	6
Number of students reached	0	0	91	130
Classroom presentations				
Number of activities	0	0	11	21
Number of students reached	0	0	305	554
Other (e.g. booth events, school gardens)		0		
Number of activities	0	0	-	1
Number of students reached	0	0	-	250
Incentives				
Number of HECWs approved	3	27	53	61
Number of Rain Barrel/Cisterns approved	2	6	4	8
"Landscape Your Lawn" Turf Replacements approved	0	0		
Number of Laundry-to-Landscape Systems approved	0	0	-	-
Number of Smart Controllers rebates approved	5	32	12	-
Advanced Metering Infrastructure (AMI)				
AMI leak letters sent to customers (>200 GPD)	127	669	1,384	896
ORDINANCES				
Water Waste Prevention				
No. of properties reporting activity	6	41	147	148
Landscape Plan Review				
Plans submitted	5	36	89	113
Plans exempt	1	3	5	6
Plans completed	1	8	23	37
Plans in workflow (pass & fail)	5	56	145	173
Tier 4 Exemption				
Inspections that resulted in a pass	0	0	1	1
Graywater Compliance Form				
Applications Received (as of Dec 2019)	8	49	39	-
Systems installed	1	4	11	14

8. Watershed Protection:

General Manager's Monthly Report November 2020

Watershed Protection

Medical Aid Calls

During the month of November the Rangers responded to 11 medical aid calls. On the 21st the Rangers responded to three medical aid calls and one non-injury vehicle accident. At one point during the day all the Watershed Protection staff that were on-duty (three rangers, a deputy sheriff and the ranger aide) were committed to simultaneous calls.

Rangers Respond to Report of an Illegal Encampment



Illegal Encampment above Cronin Lot

In late November Rangers responded to a report of an illegal encampment with campfire hidden on the hillside above the Leo Cronin Parking Lot. Rangers located the site, which was occupied by one person. The occupant was cited for illegal camping and having a fire.

Recreational Use Remains High on Weekends

Throughout November the Watershed remained very busy with recreational use on the weekends. The seasonal Sky Oaks entrance station attendant reported that the last weekend of her term, November 28th and 29th, was the busiest weekend she had, with over 800 cars entering through Sky Oaks and 67% for those visitors needing to purchase day use parking permits. Having the Sky Oaks Entrance Station staffed for the last three month period resulted in a 62% reduction of non-payment of parking fee tickets written, when compared to the prior three month period.

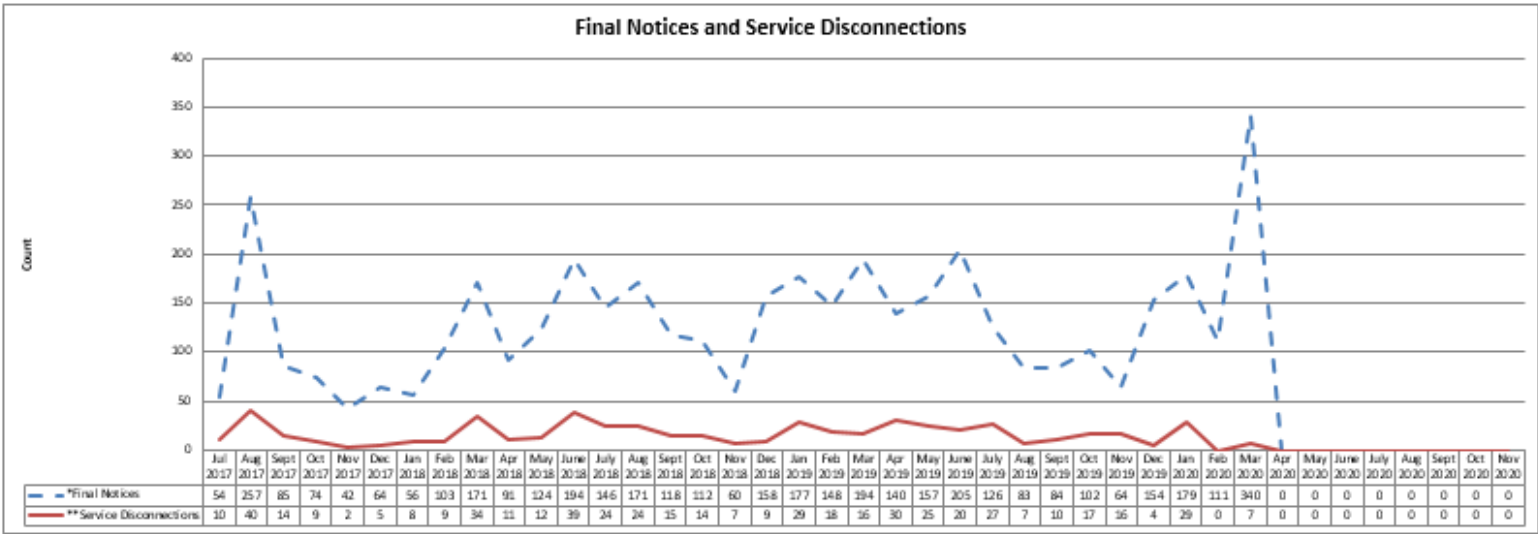
Incidents and Events	447
Warnings	176
Visitor Assists	115
Citations	67
Dam Check	12
Medical Aid	11
Vandalism	10
Misc. Law Enforcement Calls	9
Assist Watershed Maintenance	8
Search and Rescue	7
Parking at Capacity/Lots Closed	6
Preventative Search and Rescue	6
Citizen Complaint: Illegal Bike Use	3
Citizen Complaint: Bike Speed	3
Ranger Callouts	2
Theft	2
Assist Outside Law Enforcement	2
Suspicious Circumstance	1
Citizen Complaint: COVID Related	1
Found Property	1
Illegal Trail Work	1
Misc. Call for Service	1
Humane or Animal Related Call	1
Illegal Encampment	1
Citizen Complaint: Recreation Impacts	1
Citations	67
Non-payment of parking fees	47
Parking After Sunset	8
No Parking	7
Bike on Trail	2
Parking within 6' of Center	1
Dog off Leash	1
Parking in Handicap Zone	1



9. **Shutoff Notices and Disconnections:**


November 2020
Final Notices: 0
Service Disconnections: 0

- * Includes 5 day, 10 day and final notices
- **3/13/20 Suspended termination of water service for non-payment due to COVID- 19
- *3/24/20 Suspended Late Fees and Final Notices



FISCAL IMPACT
None

ATTACHMENT(S)
None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager	<div></div> Ben Horenstein General Manager	<div></div> Ben Horenstein General Manager

Approval Item

TITLE

First Amendment to Lease No. 67 with the Marin Emergency Radio Authority (MERA), at the Forbes Reservoir Site, San Rafael, (APN 010-261-02)

RECOMMENDATION

Approve the First Amendment to Lease No. 67 with MERA and authorize the General Manager to execute the First Amendment.

SUMMARY

This item was reviewed by the Board in closed session on November 17, 2020 and the proposed amendment is consistent with the price and terms parameters provided to staff.

MERA seeks an amendment to District Lease No. 67, which would extend MERA's communications lease with the District for lease of 1,430 square feet of property at the District's Forbes Reservoir Site from March 13, 2021 through December 31, 2023. Extending the lease will allow MERA to continue using the site until MERA completes its Next Gen System project, which is scheduled to occur in late 2023.

DISCUSSION

MERA is a joint powers authority established on February 28, 1998. MERA's purpose is to plan, finance, implement, manage, own, and operate a multijurisdictional and countywide public safety, public service, and emergency radio system. MERA is comprised of 25 public safety and public service member agencies, including MMWD. Table 1 includes a list of all current community participants.

Table 1
MERA Member Agencies

Municipal Members	Public Utility and Community Service Districts
City of Belvedere	Inverness Public Utility District
Town of Corte Madera	Marin Community College District
Town of Fairfax	Marin Municipal Water District
City of Larkspur	Marin Transit
City of Mill Valley	Marin wood Community Services District
City of Novato	
Town of Ross	Police and Fire Protection Districts
Town of San Anselmo	Bolinas Fire Protection District
City of San Rafael	Central Marin Police Authority
City of Sausalito	Kentfield Fire Protection District
Town of Tiburon	Novato Fire Protection District
	Ross Valley Fire Department
	Southern Marin Fire Protection District
County of Marin	Stinson Beach Fire Protection District
All departments	Tiburon Fire Protection District

On March 12, 2001, the District entered into a 20-year agreement with MERA (Lease No. 67) to lease a 1,430 square foot portion of property at its Forbes Reservoir Site in San Rafael (APN 010-261-02), located adjacent to Hepburn Heights Road, for a Communications Facility. Lease No. 67 expires March 12, 2021. Because MERA is a public entity and is using the Communications Facility for public safety purposes, the District agreed to charge MERA \$1.00 for the first five-year period. Per Lease No. 67, MERA was not charged rent following the first five-year period.

On October 12, 2020, MERA submitted a letter to the District requesting an extension of the District Lease No. 67 through December 31, 2023, with no additional rent. A copy of MERA's letter is provided in Attachment A. Extending the lease will allow MERA to continue using the site until MERA completes its Next Gen System project, which is scheduled to occur in late 2023. MERA's Next Gen System will update MERA's current communications network 'backbone' to utilize new radio frequencies in the 700MHz band to comply with an FCC mandate that public agency radio systems (including MERA) vacate the 480MHz, UHF (T-band) frequencies currently utilized. The Next Gen system will provide improved public service and emergency radio coverage within the County of Marin, and will improve regional and wide-area conversations between dispatch operators and mobile units operating throughout most of Marin County. Once MERA's Next Gen System project is complete, MERA will decommission its Forbes Reservoir site.

A map of the site is provided in Attachment B. District staff and MERA have jointly prepared a draft First Amendment to Lease No. 67, which is provided under Attachment C and, if approved by the District, would extend the term of the lease through December 31, 2023. Upon expiration of the Lease, MERA will return the premises to its original condition as required in the lease.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Letter from MERA, October 12, 2020
2. Location Map
3. Draft First Amendment to Lease No. 67 with MERA

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Michael Ban Director of Engineering	 Ben Horenstein General Manager

Attachment 1 - Letter from MERA Executive Director

MARIN EMERGENCY RADIO AUTHORITY

c/o Town of Corte Madera
300 Tamalpais Drive – Corte Madera, CA 94925
PHONE: (415) 927-5050
WWW.MERAONLINE.ORG

OCTOBER 12, 2020

VIA EMAIL

MR. STANLEY GRAHAM
REAL PROPERTY AGENT
MARIN MUNICIPAL WATER DISTRICT
220 NELLEN AVENUE
CORTE MADERA, CA 94925-1169

SUBJECT: REQUEST FOR EXTENSION OF TERM AND RENT WAIVER:
MMWD AND MERA COMMUNICATIONS SITE LEASE –
FORBES HILL RESERVOIR SITE, SAN RAFAEL

DEAR STANLEY,

MERA IS FORMALLY REQUESTING A LEASE TERM EXTENSION FOR THE FORBES HILL RESERVOIR SITE BEGINNING MARCH 13, 2021 THROUGH DECEMBER 31, 2023.

LIKewise, MERA IS REQUESTING A WAIVER OF ITS FAIR MARKET RENT BY THE DISTRICT FOR THE SAME PERIOD.

THESE EXTENSIONS WILL PERMIT MERA'S CONTINUED SITE USE UNTIL THE PROJECTED CUTOVER TO OUR NEXT GEN COMMUNICATIONS SYSTEM IN LATE 2023.

PLEASE EXTEND MERA'S APPRECIATION TO THE DISTRICT BOARD FOR THEIR CONSIDERATION OF MERA'S REQUESTS.

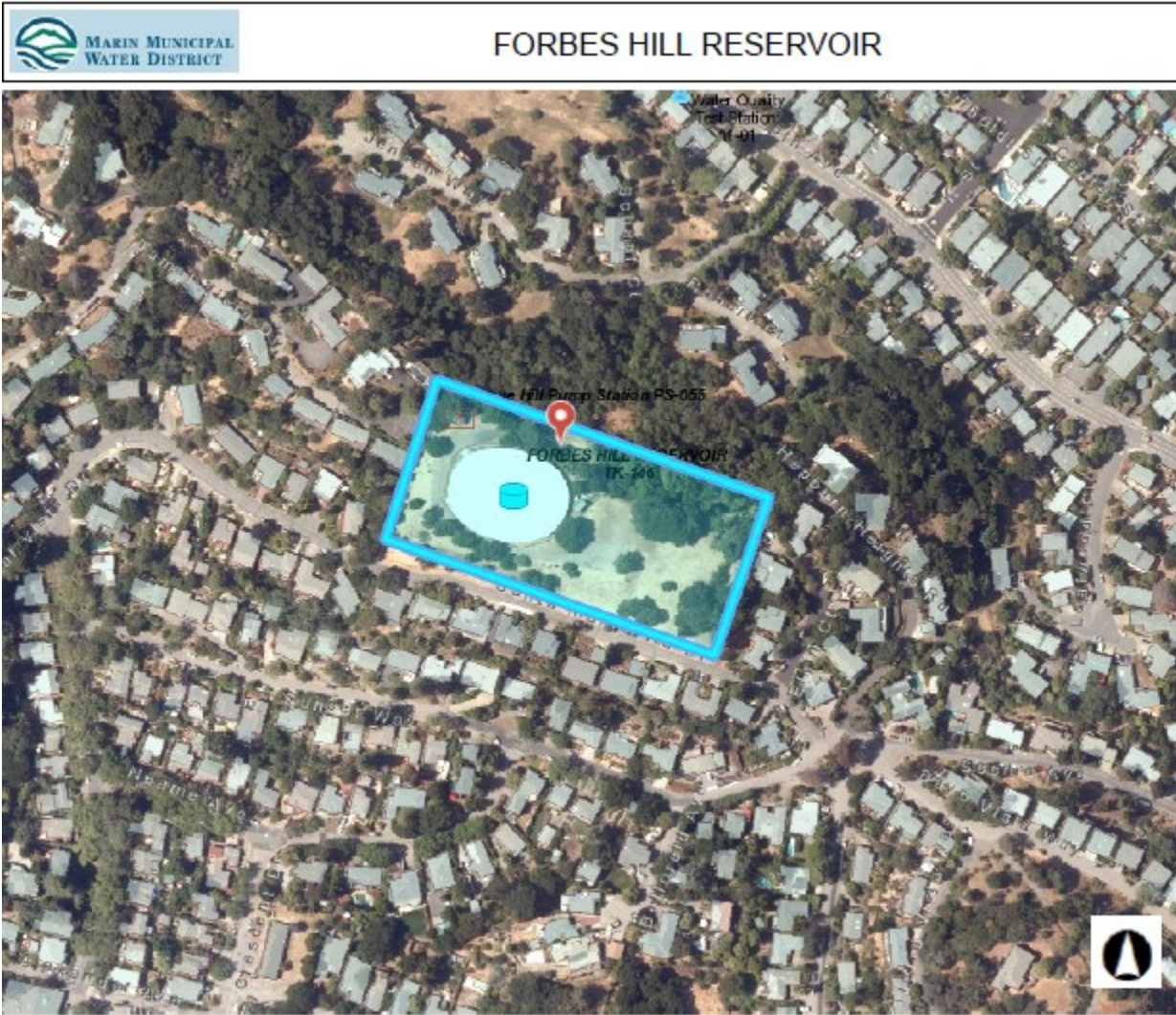
SINCERELY,



MAUREEN CASSINGHAM
MERA EXECUTIVE OFFICER

CC: DON WICK, MERA GOVERNING BOARD MEMBER ALTERNATE

Attachment 2 – Location Map



Attachment 3 – Draft First Amendment to Lease No. 67

FIRST AMENDMENT TO
MARIN MUNICIPAL WATER DISTRICT
LEASE NO. 67
FORBES HILL RESERVOIR SITE
APN 010-261-02

This Lease Amendment ("First Amendment") is entered into by and between Marin Municipal Water District ("District"), and Marin Emergency Radio Authority, a California Joint Exercise of Power Authority ("MERA").

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. District and MERA entered into a Lease fully executed on May 11, 2002 ("Lease"), which commenced on March 12, 2001 ("Commencement Date"), whereby MERA leased certain real property described in Section 1 and Exhibits A and B of the Lease (the "Premises"), together with access and utility easements described in Section 5 of the Lease ("Access Easement"), all located within certain real property commonly known as the Forbes Hill Reservoir, owned by District (the "Property") as described in Section 1 of the Lease.
- B. The Lease is due to expire on March 12, 2021 and MERA desires to extend the term of the Lease from March 13, 2021 through December 31, 2023.
- C. MERA is requesting the extension to provide continuity of its operations during the construction of its new "Next Gen" communication system.
- D. MERA is requesting, per Section 4 of the Lease, a waiver of the market rent during the extended term of the Lease.
- E. Per Section 14 of the Lease, upon expiration of the Lease, MERA shall complete removal of all facilities as required by the District and shall return the Premises to its original condition existing as of the Commencement Date.
- F. District and MERA desire to amend the Lease to extend the term of the Lease as set forth in this First Amendment.

Section 2. Terms:

- A. The Lease is hereby amended to extend the term of the Lease to run through December 31, 2023 ("Extension Period") on the same terms and conditions as set forth in the Lease and with no additional rent amount required during said Extension Period.
- B. This First Amendment modifies the Lease. Except for the modifications contained herein, all other terms of the Lease shall apply.

MARIN MUNICIPAL WATER DISTRICT

By: _____
Benjamin Horenstein
General Manager

Date: _____

MARIN EMERGENCY RADIO AUTHORITY

By: _____
Maureen Cassingham
Executive Director, MERA

Date: _____

Approval Item

TITLE

One Tam Draft 2021 Annual Work Plan

RECOMMENDATION

Approve the One Tam 2021 Annual Work Plan

SUMMARY

In 2014, the Mt. Tam's four land management agencies: the Marin Municipal Water District, National Parks Service, California State Parks, Marin County Parks, and the Golden Gate National Parks Conservancy launched the Tamalpais Lands Collaborative-now called One Tam. One Tam is currently in its sixth year. Each year One Tam develops an Annual Work Plan (Work Plan) that is structured around areas of focus of the One Tam's 2019–2023 Strategic Plan.

On December 10, 2020, the District Watershed Committee reviewed and referred this item to a regular bi-monthly meeting of the Board of Directors with a recommendation that the Board of Directors approve the One Tam 2021 Annual work plan to continue with the collaboration and important projects and programs.

DISCUSSION

In accordance with the Memorandum of Understanding signed by the Tamalpais Lands Collaborative (TLC) partner agencies, a "5-Year List" of projects and programs that are compatible with the purpose and vision of the TLC was developed. The initial 5-Year List and a cooperative agreement with the Golden Gate National Parks Conservancy to support One Tam activities were approved by the Marin Water's Board of Directors on November 10, 2014. To frame the overall development and operation of the One Tam initiative, a comprehensive 5-year vision document was developed at the same time. This 5-year document "One Mountain, One Vision" served as important guidance during the key early years, to the extent that all of its goals were met or exceeded.

One Tam 5-Year Strategy

The first 5 years as envisioned by the initial 5-year strategy was marked by *building and sustaining* the initiative focused on programs to engage the community and then increasing investment and expanding impact. The theme of the current 5-year strategy is on *strengthening and sustaining* our effort. At the March 5, 2019 Board of Directors meeting the updated 5-year strategy "One Tam the Next Five Years Going Farther, Together" was presented. Consistent with the principles of transparency and accountability embraced by the work leading to the formation of One Tam, and held to during the work of developing and growing the One Tam initiative, the development of the next 5-year strategy has involved ongoing presentations and

conversations with groups and organizations interested in the long-term health of Mt. Tamalpais.

The strategy's organizational structure follows a similar structure as the first with the addition of a new chapter on Landscape-scale Science and Management, to the original chapter framework of Programs, Projects, Awareness and Engagement, Partnership and Collective Impact, and Philanthropy and Investment. This new chapter recognizes the focus on science and conservation actions that became to the forefront during the development of the initiative in the first 5 years. Another focus of the next strategy is a refinement of our vision, mission, and values. The goal of this effort is to sharpen our efforts and to better recognize the success of One Tam is born out of a strong collaboration with the community as much as it is among partner agencies. Finally, the strategy is intended to provide tactics to achieve our greater goals and inform the development of future work plans and associated fund-raising, planning, implementation, and public stewardship.

One Tam 2021 Annual Work Plan

The activities described in this 2021 work plan will continue to deepen and expand the efforts of the One Tam partners to improve the health of the mountain, enrich the experiences of its visitors, and cultivate and educate a new generation of stewards. It is structured around the six organizational areas that are presented in the One Tam's 2019–2023 Strategic Plan. Those six areas include Landscape-Scale Science and Management, Projects, Programs, Partnership and Collective Impact, Philanthropy and Investment, and Communication. The work plan also reflects the current priorities of each of these partners and adds capacity to existing programs to collectively increase our mountain-wide reach and impact.

The 2021 work plan includes both program and project support for the District. Program support includes continuation and expansion of the mountain-wide stewardship and citizen science activities, volunteer stewardship and youth programs. These programs are integrally linked to, and add capacity to, the District's existing programs areas. Key ongoing District projects include the Resilient Forest Project, and the Azalea Hill Restoration Project.

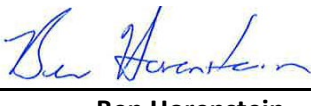
The One Tam 2021 Annual Work Plan is attached for Board review and consideration. Staff is recommending that the Board of Directors approve the One Tam 2021 Annual work plan to continue the collaboration and important projects and programs.

FISCAL IMPACT

No anticipated fiscal impacts.

ATTACHMENT(S)

1. One Tam 2021 Annual Work Plan

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Crystal Yezman Director of System Maintenance and Natural Resources	 Ben Horenstein General Manager

ONE TAM

2021 Annual Work Plan Review Draft

The One Tam partnership was formed in 2014 to increase capacity across our agencies while providing an invaluable forum to identify and pursue collective goals and shared stewardship of our public lands. Had we foreseen then the challenges awaiting us in 2020 we would have been even more certain of the necessity and urgency of our partnership's need and mission.

The COVID-19 pandemic has upended nearly every aspect of our shared work. At the same time, the crisis has demonstrated added agility brought about by our partnership. From the joint effort to reopen Stinson Beach to the multi-agency pivot toward an online LINC program, our respective staffs have demonstrated flexibility and creative problem solving that will be crucial in the months ahead.

The enclosed work plan speaks both to the established roadmap for our work in the 2021 fiscal year and the high-level scenario planning required to accommodate the pandemic as we push forward on the benchmarks laid out in the 5-year One Tam strategy.

Our framework also draws on the need for a stewardship approach in our collective One Tam effort that creates an equitable and inclusive environment. One Tam staff at agencies and the Conservancy have threaded elements of our current thinking into this document as we seek to carve out concrete steps that will make our work more open and equitable to all.

Though strands of uncertainty remain in the year ahead, this document provides a framework to leverage the shared resources and intent of our agencies to maintain the trajectory of our partnership strength, sustainability and care for Mt. Tam in 2021 and beyond. Each section of the 2021 work plan represents the collective efforts of all of the One Tam partners – National Park Service (NPS), California State Parks (State Parks), Marin Municipal Water District (MMWD), Marin County Parks (MCP), and the Golden Gate National Parks Conservancy (Conservancy). The following document speaks to how our collective work has been and will be adapted to meet the changing conditions in these uncertain and unprecedented times.

[The Six Primary Organizational Areas of One Tam's Work](#)



Programs

Overview

Programs connect us to our local communities while providing opportunities for engagement and learning. The One Tam Programs team develops and delivers relevant and immersive stewardship and community science programs that provide opportunities for service, learning, and community participation in the long-term care of Mt Tam. We also provide youth-specific programming and educational opportunities designed to foster the next generation of conservation leaders while providing pathways to entry level internships and jobs.

An additional focus this year will be on amplifying our efforts to better reach and serve our local diverse audiences. As we make our way through the uncertainty brought on by the pandemic, we plan to adapt our programs, modifying them throughout the year to meet this moment while still moving in a forward direction.

Stewardship

The Stewardship Program provides the public with service opportunities on NPS, State Parks, MCP, and MMWD lands. Stewardship projects will emphasize actions that increase resiliency in the face of climate change, including riparian, wetland, and floodplain restoration as well as forest health. Additional effort will also be made to increase connectivity and partner opportunities with the One Tam Community Science, Trails and Youth teams. These programs will be evaluated on a consistent basis for alignment with current county health orders, agency protocols, and best practices.

In January 2020, the **Trails Stewardship Program** hired a Program Manager to implement the primary goals of the program: facilitating best-practice sharing and cooperation between partners as well as organizing a mountain-wide volunteer trail corps to improve trail maintenance capacity amongst the partners. Plans to hire a second full-time staff member and interns to help implement the program were put on hold following the Bay Area shelter-in-place order. Nevertheless, progress has been made in 2020 in the critical areas of community partnerships, volunteer trails curriculum development, and professional resource sharing. In 2021, we anticipate this progress will be continued when the resumption of volunteer groups allows for the development and training of a One Tam trail corps to support partner agency maintenance staff in executing critical trail construction and maintenance projects on the mountain. Trails Stewardship will also partner with One Tam Youth and Education Programs to foster equity and inclusion by providing trail-based community and skill building opportunities for underserved youth.

Community Science

The Marin Wildlife Picture Index Project will continue to engage volunteers in the long-term monitoring of 17 mammal species that live on Mt Tam. For 2021, we will continue to maintain 100 cameras, and expect to re-design the volunteer MWPIP experience, beta test and migrate to a new data management platform (Wildlife Insights 2.0), and update our training materials. We will also continue to develop school-based programming by working with at least five academic institutions, with a goal of training 120 students (grades 9 – 12, plus post-secondary), and hosting workshops for educators.

Bioblitz events engage the public in resource-sensitive exploration of the diversity and distribution of the plants and animals around us. One Tam staff have successfully adapted our bioblitz programming to meet new and changing social distancing and shelter-in-place requirements. In 2021 we will continue to host bioblitz events that incorporate web-based instruction and the use of the iNaturalist phone app to engage new and returning volunteers in the detection and documentation of species on Mt Tam and closer to home. We will also continue to host bioblitz events that focus on poorly documented groups of species (fungi, pollinators, and amphibians and reptiles) and participate in the international City Nature Challenge and California State Biodiversity Day. Additionally, we will develop web-based training modules that meet the needs of science and youth educators in traditional, home-based, and non-traditional settings. Lastly, the Community Science team will facilitate several workshops for land managers and researchers that are specifically designed to integrate these community-supported datasets into our understanding of the Health of Mt Tam.

Youth and Education

Youth & Education programs are committed to promoting equity and inclusion in our public lands. To do this, we foster future youth leaders by focusing on personal growth, civic engagement, conservation, career planning, and leadership development. We will continue to develop culturally relevant programming to engage the most underserved communities of students throughout Marin County, and will continue to foster our relationship with community partners like Marin City and Canal Alliance through year-round youth programming for Middle School and High School youth.

Linking Individuals to their Natural Community (LINC-Tam) is an immersive six-week summer program that provides the opportunity for 20 high school students to assist all four One Tam agencies with service projects that are aligned with the larger One Tam work plan. In 2020, the program adapted to shelter-in-place circumstances and transitioned to a virtual program. During 2021, we will continue to provide this summer experience, and collaborate with the Marin County Office of Education and College of Marin summer career academy programs to explore linkages and partner opportunities.

The Environmental Leadership Program is a pilot that will commence in 2021. This year round leadership program for High School Youth will utilize the mountain as a diverse and expansive classroom, engage young stewards in the restoration of high-priority native habitat, teach about the importance of public lands, provide valuable leadership skills, and create lasting connections to this special place. Projects and activities will vary by month and can include habitat restoration, trail work, community science, virtual engagement, and opportunities to support K-8th environmental youth programs. Participants will have opportunities to gain leadership skills, while developing a community-based project to support their local communities.

NPS Youth Programs Support - One Tam will continue to work with this National Park Service by providing staff support for field trips and occasional education programs in partnership with local school districts and the public.

MMWD Youth Programs Support - One Tam will continue to partner with the Marin Municipal Water District by providing limited staff support for field trips and occasional education programs, watershed fieldtrips and the Trout in the Classroom program.

Cultural Resources – explore opportunities to support cultural resource project and programs

Community Connections

Diversity Outdoors— In 2021 One Tam will strengthen and amplify efforts to foster connections between marginalized communities and our parks and open spaces. As part of this work, we will strengthen our community partnerships and facilitate conversations to support inclusion in outdoor recreation, nature, stewardship and conservation.

The Mobile ‘Roving Ranger’ Station— One Tam continues to bring programming from our parks out into the community. In 2020, the Roving Ranger’s activities were severely limited by Covid-19 as most public-facing programs were canceled. In 2021, we hope to bring the Roving Ranger back into the community, with appearances at community events, career fairs, and celebrations in the Bay Area that may include Biketoberfest, the Rosie Rally, Día de los Muertos at Pickleweed Park, the Teen Summer Library Party, the Fairfax Festival, Wildcare Family Nature Day, REI Camping Happy Hour, Summerfest, and the College of Marin Career Fair.

Park Greeter Program — In 2020, following shelter-in-place orders, One Tam aims to pilot a Park Greeter Program to welcome visitors back to the parks and to complement public education efforts. Following a review of this pilot effort, we hope to expand this program into an ongoing tool to assist land managers with public outreach and education and to connect Mt. Tam’s visitors with opportunities to get involved.

Library-Park Connections bring together One Tam and Marin County’s libraries to increase community connections to our public lands. Ongoing offerings include the Park-Pass and Backpack check-out programs, Tales to Trails story times, shuttles, and guided hikes. Ideally, we will host park shuttle events in the year ahead, however given the current COVID crisis and related uncertainty about the use of libraries, we plan to be flexible and adaptable in 2021.

One Tam Ambassadors are passionate community members who volunteer their time to spread the word about One Tam’s work. Ambassadors represent One Tam at public events and community and business forums, and they assist with membership outreach and event planning. They also bring the Roving Ranger out to popular trailheads. In FY2021, the One Tam Ambassador program will be organized to include two subcommittees: Membership & Events and Outreach. The Ambassador group will meet quarterly with additional meetings and activities for subcommittee members. There will also be a focus on One Tam Ambassador recruitment to expand the group from the 21 to 25 participants.

Membership programs such as member-only guide hikes, rides, and behind-the-scenes tours offer unique opportunities to individuals who support One Tam with their annual membership contributions. While many of these events were cancelled in 2020 given COVID19 social distancing restrictions, we piloted One Tam Member Webinars in spring 2020. In 2021, we will continue working with Ambassadors, agency partners, and community members to identify venues and activities to help connect members more deeply to our work with both in-person and virtual programs. In 2021, we will be designing and launching a Corporate Giving strategy to strengthen the existing One Tam Business Club. We will also be focused on upgrading current and new members to our One Tam Circle, which is our membership program for major donors, and developing a signature event for this group.

Projects

Overview

One Tam priority projects continue to be based on best practices—including good science, robust community engagement, the principles of sustainability—and have broad-reaching benefits for the care and enjoyment of Mt. Tam’s natural and cultural resources.

2020 saw progress on a number of key One Tam projects, with work initiated on three trails – Azalea Hill, Deer Park Fire Road, and Redwood Creek Trail. Similar to previous years and punctuated this year by significant changes to agency and state budgets, adequate funding and capacity to do multiple large-scale projects simultaneously continue to be challenges.

Legacy Projects

One Tam will continue to coordinate and advance its two Legacy Project areas. These areas represent a generation-long commitment to restoration and enhancement, with multiple projects comprising a larger vision.

1. Dipsea Trail Corridor
2. Redwood Creek

In 2021, progress will be made on both legacy projects. Designs for the Dipsea Bridge are currently progressing, and work is underway to both realign portions of the Redwood Creek Trail to better support habitat restoration, as well as a feasibility study to understand opportunities for larger scale floodplain restoration.

Adopted One Tam Projects

The table on the following page represents the One Tam projects currently adopted and included in the 2021 work plan, as well as where project support overlaps with other One Tam work areas. One focus of our support is ensuring high quality and thoughtful communication and community engagement when appropriate. This will need to look different in 2021, with continued COVID limitations around social gatherings. The project teams are exploring new opportunities and tools for ensuring continued robust engagement. Full descriptions of these adopted projects can be found in prospectus sheets included in the *One Tam 2019 – 2023 Strategy*.

One Tam 2020/21 PRIORITY PROJECTS	AGENCY	STATUS	COMMUNICATION	ENGAGEMENT	DEVELOPMENT	SCIENCE
2020 IMPLEMENTATION: Portion of Project Constructed in 2020*						
Azalea Hill Trail Restoration	MMWD	Construction Start 2020	✓	✓	✓	
Deer Park Fire Road Rehabilitation	CDPR	Implement Feb/March 2020				
Redwood Creek Trail Realignment	CDPR	Phase 1 in 2020				
HIGH PRIORITY: Staff & Funding Focus						
Bothin Marsh Adaptation	MCP	Conceptual Alts in Design	✓	✓	✓	
Forest Health & Resiliency	MMWD	In Process	✓			✓
Roy's Redwoods Restoration & Access	MCP	CEQA Begin 2020		✓	✓	✓
MID PRIORITY: Primarily Agency Led & Funded; Pursue Opportunistic Funding Only						
Azalea Hill Trail Restoration	MMWD	Construction Start 2020		✓	✓	
Bolinas Wye Restoration	MCP	Draft Designs Fall 2020	✓	✓	✓	✓
RC Trail Realignment & Dias Ridge Extension	CDPR & NPS	Future Phases TBD			✓	
Redwood Creek Floodplain		Feasibility Study			✓	
Dipsea Bridge Construction	NPS	Concept Design		✓	✓	
BACK BURNER: Revisit 2021						
Dipsea Trail & Deer Park Rehabilitation	NPS & CDPR			✓	✓	
Potrero Meadow Restoration	MMWD					
RC Juvenile Coho Habitat Creation	NPS	Phase II 2021	✓	✓	✓	

*Note, as these are all multi phased projects, they appear within one of the three tiers below for future action.

Landscape-Scale Science and Management

Overview

Measuring the Health of a Mountain: A Report on Mount Tamalpais' Natural Resources (MHM) is an assessment tool for the mountain's ecosystems and iconic species that has become a cornerstone of One Tam's work. It presents consensus findings on the status and trends of 27 biological indicators that include both individual species and entire communities. The report also identifies threats to Mt. Tam's health, concrete actions to mitigate these threats, and areas where more information is needed.

Using the framework provided by the MHM report, One Tam partners continue to collect and synthesize data and undertake landscape-scale management work that demonstrably improves the health and resiliency of Mt. Tam's natural resources. As projects are identified and scoped through these efforts they may be nominated and vetted for listing as a One Tam project.

Vegetation Management

The Mt. Tam Early Detection and Rapid Response (EDRR) Program augments agency efforts to detect and eliminate small patches of high-priority weeds before they develop into large, firmly established nuisance populations. The EDRR team has covered over 425 miles of roads, trails, and drainages— completing a comprehensive three-year survey of 61 priority weeds in the One Tam area of focus: A summary report was released in 2020. We are now working to increase control efforts and to share our expertise with start-up EDRR programs elsewhere in California and in other western states. Specific tasks to be undertaken in 2021 include:

1. Continuing detection surveys along roads, trails, and drainages as well as at known disturbance sites.
2. Use the results from a 2020 weed prioritization process conducted for 32 species to focus treatments.
3. Continuing to improve field techniques and safety protocols used by all partner staff engaged in EDRR work.

Rare species protection and enhancement efforts across the mountain will continue to receive One Tam support in 2021. In particular, those that improve habitat for or supplement the populations of rare species, including: serpentine endemic plants, fire-dependent maritime chaparral shrubs, foothill yellow-legged frogs, and western pond turtles.

Inventory and Monitoring Programs

Long-term monitoring of Marin County's bats continues in partnership with the U.S. Geological Survey. One Tam is using a combination of acoustic monitoring tracking and roost identification techniques that align that with standards from the North American Bat Monitoring Program. Mist netting and the use of radio transmitters for roost identification have been suspended due to the potential risk of a human-to-bat transfer of COVID-19.

One Tam's pollinator inventory and monitoring program will continue with the postponed 2020 inventory of bees on Marin's National Park Service lands, commencing in the early spring of 2021. Pursue funding to support projects and other efforts to improve habitat for Monarch butterflies.

Freshwater spring monitoring remains in development. A postponed vegetation classification study of spring-fed micro-habitats has been rescheduled for the spring of 2021. The results, in combination with water quality and isotope data collected in the fall of 2020, will be used to select 8 to 15 springs for long-term monitoring.

The Marin County-wide Vegetation Mapping and Landscape Database Project delivered a number of fine-scale datasets in 2020 including a countywide vegetation lifeform map, and several lidar derived forest structure and topographic products that will be foundational for partners conducting planning and conservation efforts across the region. Partnership efforts to-date continue to leverage new opportunities, such as the addition of alliance level mapping for tidal wetland areas. 2021 milestones will include release of a new fine scale countywide hydrography layer, detailed mapping of forest disease and the much anticipated first-ever comprehensive countywide fine scale vegetation map for Marin County.

Forest Health and Resiliency

The Regional Forest Health Strategy for the public lands of Marin County is currently in development and will include detailed quantitative health assessments and identification of on-the-ground project sites in (5) key forest types across the landscape. In 2020 the project endeavored to produce conceptual models of forest health that will provide the framework for a comprehensive strategy that will eventually include recommendations for high-priority treatments, with suggested work-approaches and compliance pathways. Specific milestones for 2021 will be:

1. Integration of foundational datasets developed as part of the Marin Countywide Fine Scale Vegetation Map and Landscape Database Project with robust conceptual models of forest health and function to produce a comprehensive countywide assessment of the health of Marin's forests.
2. Using results of the forest health assessment, identify priority areas to implement multi-benefit treatments to increase forest health, promote biodiversity and reduce fire fuel loads; outline a compliance pathway for priority treatments
3. Focus and implement a robust communications strategy that will seek to engage key audiences in Marin County including the environmental community, the newly created Marin Wildfire Prevention Authority and the broader public. Host in-person workshops and tours of forest health demonstration project areas, if feasible.
4. Connect the Marin Regional Forest Health Strategy to parallel work happening across the state to increase the impact of our work and pursue grant funding opportunities; coordinate expert technical review of strategy documents to ensure consistency with the best available scientific understanding.
5. Work to increase coordination between agencies on fire preparedness

Ongoing Priorities

The Measuring the Health of the Mountain report is a living document that will be updated periodically as important data sets become available or on-the-ground conditions change significantly. The 2021 release of the countywide vegetation map is such a milestone. In anticipation of a 2022 update to the MHM report, One Tam partners will continue the process of updating existing chapters and developing new ones for freshwater springs, riparian systems, native pollinators, bats, badgers, and serpentine endemic plants.

Communications

Overview

2020 saw additional investment in the connectivity and capacity of partnership communications. Increased allocation of staff time has contributed to channel growth and more dedicated communication between partner agencies. The onset of the COVID pandemic created unprecedented messaging complications for partners, and the Communications Working Group responded by increasing frequency of communications to share updates, messaging and content. This improved connectivity will provide value and improve the long-term capacity of the partnership.

2020 Building Blocks

Newsletter storytelling gained renewed focus in early 2020 and will continue moving forward. Our newsletters are the most reliable way to message digitally to the people who support our work. In order to grow open rate and improve our reader engagement, we have begun weaving in regular community science features, profiles, virtual resources and topical introductions. We have seen strong open rates since making these changes and we anticipate added value here will generate reader loyalty and subscriber retention. New format flexibility will allow us to pivot more easily and share partner priorities as appropriate.

The onetam.org website saw its largest traffic spike ever in May of 2020 as our partner communications representatives and the Conservancy's GIS specialist teamed to create a map that provided closure information related to the COVID pandemic, shattering website traffic records. In 2021 visitor utility will become central as we connect people to our work through the website. At the same time, in 2021 we will ensure that more of the content on the site connects readers to opportunities for membership and a lasting relationship with the partnership.

Social media growth remains a priority in order to strengthen our shared tools. Increased cadence on our Instagram channel resulted in more than 20-percent growth in our following to begin 2020. This platform lends itself well to showcasing the compelling images from the WPIP project and other programmatic and scientific work. We are also seeing success in highlighting photography from the community, creating a positive feedback loop with those who hold Tam sacred. In alignment with the Conservancy's Communications Team, we will continue to prioritize growth on this platform while utilizing Twitter and Facebook for event posting and other utility needs.

Agency and community stakeholder group boards and subcommittees will continue to be engaged as appropriate to share project and program information, achievements, etc. Agency board and public meetings will also continue to serve as the forum for receiving CEQA/NEPA-based public comments.

Connectivity led to content in several instances in 2020 as communications teams worked in unison to promote our park closure map, City Nature Challenge, International Migratory Bird Day and other messages. This ability to share storytelling skills and unify messaging will allow us to greatly amplify priority messages going forward.

2021 Priorities

Focus on search strength - OneTam.org metrics indicate that most visits to our website come through search. Those visits overwhelmingly land on our trails and calendar pages. Currently, those pages leave little incentive to stay on our page or interact further with the work of the partnership. In 2021, we will expand on the trails page, offer simple maps and more directly tie that work to our science, programs and project work in order to more clearly illustrate how the partnership and One Tam membership benefits all who support the health of Tam.

Speaking to our accomplishments for those who aren't yet familiar with our work is key to the long-term strength of One Tam. We've seen widespread interest in iNaturalist, WPIP, Bat research, youth programs and specific projects. As we build out a new WPIP research database, map utilities and break ground on feature projects we must explain how that work builds upon the growing legacy of our young partnership and present those stories in a way that can be consumed by anyone who might be interested in our programs or membership.

Supporting Diversity Outdoors - The communications team will support the need for a stewardship approach in our collective One Tam effort that creates an equitable and inclusive environment by engaging with representatives at the One Tam-wide and agency levels to ensure our messaging mirrors best practices for making our workplaces and public lands welcoming to people of all backgrounds.

Clarifying public understanding will be a focus in the years ahead. In the early days of our partnership, we prioritized building the One Tam brand without focusing on the individual contributions of our partner agencies. In order to improve community understanding of jurisdiction, access, and stewardship, we will increase efforts to explain how each agency enhances our collective value.

Partnership and Collective Impact

Overview

One Tam is continuing to strengthen and sustain the many dimensions of its partnership and to maximize its impact despite pandemic impacts. 2021 activities will include continued focus on strengthening the partnership's operations and staff support, increasing efficiencies and information exchange, sharing our work and best practices more broadly, and continuing to build key relationships with other organizations. Similarly, One Tam will continue to facilitate and lead the work of the California Landscape Stewardship Network (<http://calandscapestewardshipnetwork.org/>).

Ongoing Efforts

Onboarding and succession planning have been brought into clearer focus over the past year as Conservancy staff realignment and pandemic scenario planning have brought new colleagues and roles into the partnership structure and creating more clear succession pathways. One Tam staff members from the Conservancy are developing onboarding tools to introduce staff and provide new partners with a more wholistic view of the partnership and its history.

The Partnership Impact Model™ will continue to be used as a tool to monitor the health and progress of the One Tam partnership and its larger relationship network. We will continue working with California State University, Sacramento to develop a long-term partnership assessment strategy based upon this model. The foundations of the Model are also being integrated into the development of a Collaborative Leadership Curriculum. This work is overseen by the California Landscape Stewardship Network in partnership with a number of state and national organizations. We anticipate the development of the initial pilot program in 2021.

The Park Academy and Training Portal - will support cross-partnership engagement and professional development through shared training opportunities by offering virtual and in-person trainings (when possible) through Park Academy. Topic areas will include diversity, equity, and inclusion, safety, technology, volunteer management, community programming, and job specific trainings to increase efficiencies, peer exchange, and coordination. Increase the utilization of the Training Portal throughout the partnership, serving as the central hub for in-person, virtual, and on-demand learning opportunities.

California Landscape Stewardship Network support will continue in 2021 with the development and distribution of shared solutions to barriers limiting the scaling-up and operationalizing of landscape stewardship practices, funding, and support. The Network is working in partnership with One Tam leaders to develop a Stewardship Forum in 2021 which will highlight some of One Tam's system's change successes, collaborative leadership program development and science-based work, plus share a ideas regarding the future of landscape stewardship as a practice.

Competitive benefits and staff recruitment are critical to hiring and retaining high-caliber employees. One Tam staff will continue to receive a benefits package that includes health, dental, vision, and life insurance; short- and long-term disability; employee assistance; and a tax deferred annuity program. We will also expand staff recruitment support through centralized recruiting and coordination among One Tam partner hiring efforts. Lastly, we will continue to create career development opportunities for youth, interns, and seasonal staff through strengthening One Tam's workforce development program with agency partners.

Philanthropy and Investment

One Tam will secure agency and community support to meet the programmatic and infrastructure needs outlined in this fiscal year 2021 (FY21) work plan. Fundraising is ongoing for projects depending on need and opportunity.

See the FY21 financial statement below for philanthropy and investment goals. This financial statement is updated quarterly and can be found at onetam.org/facts-figures. Project and capital fundraising activity is described in the projects chart on page X of this work plan

TAMALPAIS LANDS COLLABORATIVE
7/1/2020 THRU 9/30/2021 PROPOSED BUDGET
PROJECTS/PROGRAMS BREAKDOWN

	7/1/2020 thru 9/30/2021 Budget Projects	7/1/2020 thru 9/30/2021 Budget Programs
INCOME		
Restricted Carry Forward as of 6/30/2020	1,903,323	1,145,330
Individual Gifts	-	339,842
Events	-	-
Corporate Giving	-	45,000
Foundation Grants	79,985	350,000
Government Grants ¹	-	25,000
Agency Contributions ¹	175,000	168,126
Parks Conservancy Contributions ²	-	121,305
TOTAL INCOME	2,158,308	2,194,603
EXPENSES		
<u>Community & Conservation Programs</u>		
Community Engagement/Roving Ranger	-	178,610
Conservation Management	-	698,147
Community Science & Stewardship	-	827,366
Youth Engagement	-	223,922
	-	1,928,045
<u>Initiative Development, Infrastructure and Staffing</u>		
Marin Office Equipment, Supplies, Infrastructure	-	37,630
Initiative Communications & Design	-	64,000
Graphic Design and Website Management Support	-	49,995
Material Development & Production	-	34,750
Reporting & Documentation	-	10,000
Wayfinding and Signage	-	26,178
Events & Meetings	-	44,005
	-	266,558
<u>Partnership Research and Systems Development</u>		
Large Landscape Conservation	165,000	-
	165,000	-
<u>Priority Projects - Wetlands and Waterways</u>		
Redwood Creek Juvenile Coho Habitat Restoration	235,605	-
	235,605	-
<u>Priority Projects - Signature Trail Corridors</u>		
Dipsea Bridge	17,000	-
Redwood Creek Trail Re-alignment Implementation	217,984	-
	234,984	-
<u>Priority Projects - Legacy Projects</u>		
Large Scale Inventories	1,063,479	-
Roy's Redwoods	66,617	-
Bothin Marsh	335,700	-
Bolinas Lagoon	56,923	-
	1,522,719	-
TOTAL EXPENSES	2,158,308	2,194,603
NET OPERATING SURPLUS	-	-

¹Includes reimbursable grants awarded in advance of expenditures.

²COVID-19 Safety Measures covered by Parks Conservancy.

Approval Item

TITLE

Grassland Invasive Plant and Habitat Restoration Services

RECOMMENDATION

Authorize the General Manager to execute an agreement for Grassland Invasive Plant and Habitat Restoration Services in an amount not to exceed \$150,000 for a two year period.

SUMMARY

The District requires consultant services for grassland invasive plant management and habitat restoration services for priority sites on the Mt. Tamalpais Watershed. Specifically, the District seeks support with maintaining or increasing native plant cover in multiple grassland sites where invasive grass species are expanding and threatening rare plant populations. The work will include development of seasonal work plans, weed mapping, rare species avoidance, data management, and initial as well as follow-up manual control work for two years.

DISCUSSION

October of 2019, the District adopted the Biodiversity, Fires, and Fuels Integrated Plan (BFFIP) which described the actions the District will implement to reduce wildfire hazards and to maintain and enhance ecosystem function. Under the BFFIP there are 27 management actions that are being implemented to fulfill the goals and approaches described in the plan. Vegetation management under the BFFIP aims to reduce fuel loads, maintain fuelbreak infrastructure, preserve defensible space, and reduce invasive weed species. Vegetation management is conducted continuously throughout the year with the chief goal of reducing fuel loads and maintaining the watershed's biological diversity. This contract will support the scaling up of vegetation management relating to invasive weed management and grassland restoration on the Mt. Tamalpais watershed.

The District has an active weed management program, focused mainly on broom and yellow starthistle, but with the adoption of the BFFIP has begun scaling up work on other species that threaten the integrity of high quality grasslands. The District's goal under the BFFIP for this work involves removal of targeted invasive from priority sites on the Mt. Tamalpais Watershed with a focus on areas with rare plant species. The identification, mapping, monitoring, and non-chemical control of these species—and the avoidance of nearby rare plant species—requires advanced plant identification skills, mapping, data management capacity and restoration planning expertise is beyond the current capacity of the brush removal and fuel load reduction service providers currently under contract. As such, staff issued a request for proposal from four local habitat restoration and/or ecological consulting firms and received two responses.

Staff requests that the Board of Directors authorize the General Manager to execute an agreement for Grassland Habitat Restoration Services in an amount not to exceed \$150,000 over two fiscal years.

PROPOSAL SELECTION PROCESS

Staff sent a request for proposals to four San Francisco Bay Area firms that were identified as having sufficient in-house expertise to address all of the components of the District's scope of work. Specifically, these service providers have staff qualified and skilled in advanced plant taxonomy, weed mapping including the use of the Calflora data management system, long range planning, project management, and grassland restoration. The four firms are H.T. Harvey & Associates, Recon Environmental, WRA, and Hanford ARC.

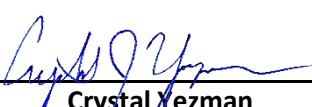

The District received two qualified proposals from Hanford ARC and WRA. The District's selection criteria included a demonstrated understanding of the work required, thoroughness of the proposal, technical expertise and qualifications of personnel identified to do the work—specifically with regard to weed identification, mapping, and manual control, demonstrated understanding of the regulatory environment as well as the District's policies and procedures for vegetation management, and an ability to commence work immediately after the execution of the contract. The successful proposal was WRA.

FISCAL IMPACT

Staff proposes a multi-year agreement with an approximately \$75,000 annually for a two year period with a not to exceed amount of \$150,000. Funding for this work is currently budgeted in Watershed Fund Centers 6750 & 6740 of the operational budget.

ATTACHMENT(S)

1. Grasslands Weed Management Contract MA 5911

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Crystal Yezman Director of System Maintenance and Natural Resources	 Ben Horenstein General Manager

Misc. Agreement No. 5911

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **WRA Inc**, hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced with conducting invasive plant mapping and manual management.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for the purpose of conducting grassland habitat restoration and mapping as required under the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) Management Actions 1 (annual update of invasive species mapping), 22 (treat new and existing patches of invasives), 24 (restore grassland health through reduction of high priority invasives), and 27 (conduct trials for difficult to control weeds).

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

PART A-- SPECIFIC PROVISIONS:

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

- a. The scope of work covered by this agreement shall be that included in "**Attachment A**" of this agreement.
- b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in "**Attachment B**" of this agreement and shall not exceed **\$150,000** in total.

PART B-- GENERAL PROVISIONS

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

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a

material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', sub-consultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

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.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be **completed by June 30, 2023**, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

DISTRICT: Marin Municipal Water District
Attn. Laurie Offenbach
Administrative Assistant
220 Nellen Avenue
Corte Madera CA 94925
415.945.1184
SAdams@marinwater.org

CONSULTANT: WRA Landscape Restoration, Inc.
Attn. Rolland Mathers
Project Manager/Foreman
2169-G East Francisco Blvd.
San Rafael, CA 94901
415.454.8868
mathers@wra-ca.com

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

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

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

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

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

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

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

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

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

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

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

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE: The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the

date of acceptance, the following policies of insurance:

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

"This policy shall not be canceled without first giving thirty (30) days prior notice to District, Attn: Sherry Adams, by regular or certified mail."

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

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

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

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

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

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$5,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:

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

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

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

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

- e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

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

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

and/or arbitrators.

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

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

WRA Landscape Restoration, Inc.

Dated: _____

By: _____
Rolland Mathers, Project Manager/Foreman

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By: _____
Bennett Horenstein, General Manager

ATTACHMENT A

WRA Landscape Restoration, Inc. SCOPE OF SERVICES MARIN MUNICIPAL WATER DISTRICT Grassland Habitat Restoration Work 2021-2022

1.0 INTRODUCTION AND BACKGROUND

Marin Municipal Water District (MMWD) lands include nearly 22,000 acres of Mt. Tamalpais and lands adjacent to Nicasio and Soulajule Reservoirs. These lands are home to some of Marin County's most valuable natural resources, including the major sources of domestic water for MMWD customers. These lands are held in trust as a natural wildland of great biological diversity, as scenic open space, and as an area for passive outdoor recreation for residents of Marin and much of the rest of the Bay Area. **Herbicide use is currently not allowed on MMWD lands.**

MMWD lands support over 1,000 species of plants, over 200 of which are non-native, and over 100 of which are considered invasive. Hundreds of acres of manual control work—primarily on brooms and star thistles—is performed annually by contractors and district staff. In 2019 the district expanded this work to explicitly and systematically include control efforts of grassland weeds. Presented below are summary descriptions of the primary target sites:

- **Carson Meadow** is a 20-acre meadow south of the junction of Conifer Fire Road and San Geronimo Ridge Rd. It has been actively managed for harding grass and velvet grass for the past two years. One endangered plant grows at the edge of the grassland, and three others in the adjacent serpentine chaparral. The current work focuses on continued control of these two species.
- **Bolinas ridge** tops an extensive grassland on the west facing slope. It falls almost entirely outside of MMWD lands, however the Bolinas Ridge fire road passes through our land and has a population of rosy sand crocus. This will be the initial treatment for this species in this location.
- **Carson Ridge and Azalea Hill** are serpentine grasslands adjacent to Bolinas-Fairfax Road. These areas have approximately 5 sparse acres of barbed goatgrass that have been worked annually for over 10 years, and populations of 10 rare plant species.
- **Yolanda Trail** is a trail through a grassland-chaparral complex between Deer Park and Phoenix Lake with 3 acres of cheatgrass in two patches which has been treated annually since 2019.
- **Mill Valley Air Force Base** is a decommissioned military base at the top of Mt. Tamalpais with serpentine outcrops, chaparral, and grassland with two acres of scattered cheatgrass patches, which has been treated annually since 2016. In addition both yellow starthistle and purple starthistle have been treated annually at this site for over 10 years.
- **Potrero Meadow** is a native-dominated grassland at 2,000' in elevation with 3 rare plants that has been invaded by tall fescue and velvet grass. The assignment here is *not* wholesale eradication, rather targeted removal directed by staff as part of a pilot project.
- **Lagunitas Meadow** is a native-dominated grassland with 5 rare plants. In 2017 and 2019 dallis grass and velvet grass were mapped and removed. Dallis grass was found on about ½ acre spread across the site, and velvet grass was found diffusely across 8 acres. The task is to resume treatment of these two perennials.
- **Nicasio Island** is a remote site with several rare plants. An estimated 2.5 acres has been invaded with medusahead grass, this will be the initial treatment

The sites and amount of work to be done under this scope are represented by estimated acreages as set forth above. The estimated quantities represent the district's best estimate of anticipated work, and are specified primarily for bidding purposes only. The district does not expressly or by implication guarantee that the actual amount of work or sites will correspond to the estimated amounts.

2.0 GENERAL SCOPE OF WORK

The consultant shall provide all labor, equipment and material necessary to perform all work defined in the scope of work and deemed necessary by MMWD. Work shall be performed in calendar years 2021 and 2022, and must be completed by November 30, 2022. The scope of work shall include, but is not limited to, the following tasks, completed each FY.

TASK 1 – Project Management

- Provide overall project management and maintain effective communications with MMWD's project administration staff.
- Prepare detailed work plan. The work plan serves as both a project procedures manual to govern day to day direction, and as a detailed guidebook for completion including schedules, budgets, resource utilization, and information management systems.
- Track and monitor project budget and schedules.
- Prepare monthly invoices and progress reports. The monthly progress reports will summarize the work performed during the month, work to be completed in the next month, and statements of schedule and budget status.
- Attend kickoff meeting. Topics of discussion will include communications, schedule of meetings, project schedule, reliability requirements, and coordination between all parties.

Deliverables: work plan, project team directory, meeting minutes summarizing decisions and follow-up actions, monthly invoices, monthly progress reports, and kickoff meeting.

TASK 2 – Weed Mapping and Management

The consultant will map and control invasive plants and track all management activities. Best Management Practices for preventing the spread of invasive species and pathogens will be followed, as outlined in MMWD's Biodiversity Fire and Fuels Integrated Plan, Appendix F, available here: <https://www.marinwater.org/vegetation>

Task 2.1: Review background materials and data

The consultant will review relevant district mapping already in Calflora.

Task 2.2: Weed control and tracking

The consultant will conduct weed control, map populations—including cover and phenology data—that are under management, and track labor.

Deliverables: Calflora records or shapefiles of target populations reflecting treatment status; invoices as noted in Task 1.

Project Schedule

Year	Time Frame	Task	Project Site/Event	Labor Title	Estimated Hours	Description
2021	February	1	Kick-Off	Foreman	8	Project kick-off with District. Submittals: Work Plan, Project Team Directory, Work Performed report format.
				Botany Tech	4	
		1	Work Planning	Foreman	8	Inspect sites and assemble site specific plans. Review plans and schedule with District.
				Botany Tech	8	
		2.1	Review Background Materials	Foreman	8	Review existing Calflora data for project sites.
				Botany Tech	8	
	February - March	2.2	Yolanda Trail	Foreman	74	Cheatgrass control and Calflora data entry
				Botany/Restoration Tech	144	
		1	Project Management	Foreman	11	Project review, future planning, and invoicing
	March-April	2.2	Bolin Ridge	Foreman	25	Rosy sand crocus control and Calflora data entry
				Botany/Restoration Tech	50	
	April - May	2.2	Nicasio Island	Foreman	33	Medusahead grass control and Calflora data entry
				Botany/Restoration Tech	64	
		2.2	Carson Ridge/ Azalea Hill	Foreman	33	Barbed goatgrass control and Calflora data entry
				Botany/Restoration Tech	64	
		2.2	Mill Valley AFB	Foreman	17	Cheatgrass control and Calflora data entry
				Botany/Restoration Tech	32	
		1	Project Management	Foreman	11	Project review, future planning, and invoicing
	June/July	2.2	Lagunitas Meadow	Foreman	33	Dallis grass and velvet grass control and Calflora data entry
				Botany/Restoration Tech	64	
		2.2	Potrero Meadow	Foreman	17	Tall fescue and velvet grass control and Calflora data entry
				Botany/Restoration Tech	32	
		2.2	Carson Meadow	Foreman	17	Harding grass and velvet grass control and Calflora data entry
				Botany/Restoration Tech	32	
		2.2	Mill Valley AFB	Foreman	41	Starthistle control and Calflora data entry
				Botany/Restoration Tech	80	
		1	Project Management	Foreman	11	Project review, future planning, and invoicing

2022	February	1	Kick-Off	Foreman	8	Project kick-off with District. Submittals: Work Plan, Project Team Directory, Work Performed report format.
				Botany Tech	2	
		1	Work Planning	Foreman	8	Inspect sites and assemble site specific plans. Review plans and schedule with District.
				Botany Tech	8	
	February - March	2.2	Yolanda Trail	Foreman	71	Cheatgrass control and Calflora data entry
				Botany/Restoration Tech	144	
		1	Project Management	Foreman	11	Project review, future planning, and invoicing
	March-April	2.2	Bolin Ridge	Foreman	25	Rosy sand crocus control and Calflora data entry
				Botany/Restoration Tech	64	
	April - May	2.2	Nicasio Island	Foreman	33	Medusahead grass control and Calflora data entry
				Botany/Restoration Tech	64	
		2.2	Carson Ridge/ Azalea Hill	Foreman	33	Barbed goatgrass control and Calflora data entry
				Botany/Restoration Tech	64	
		2.2	Mill Valley AFB	Foreman	17	Cheatgrass control and Calflora data entry
				Botany/Restoration Tech	32	
		1	Project Management	Foreman	11	Project review, future planning, and invoicing
	June/July	2.2	Lagunitas Meadow	Foreman	33	Dallis grass and velvet grass control and Calflora data entry
				Botany/Restoration Tech	64	
		2.2	Potrero Meadow	Foreman	17	Tall fescue and velvet grass control and Calflora data entry
				Botany/Restoration Tech	32	
		2.2	Carson Meadow	Foreman	16	Harding grass and velvet grass control and Calflora data entry
				Botany/Restoration Tech	32	
		2.2	Mill Valley AFB	Foreman	40	Starthistle control and Calflora data entry
				Botany/Restoration Tech	80	
		1	Project Management	Foreman	11	Project review, project summary and invoicing

ATTACHMENT B COST ESTIMATES

2021 Task 1. Project Management				
Role	Tasks	2021 Rate	Anticipated Hours	Anticipated Total Project Cost
Foreman	Coordinating field work, weed work, training, monthly reporting, invoicing	\$88	40	\$3,520
Botanist Technician	Work planning support	\$67	12	\$804
Task Subtotal			63	\$5,919
2021 Task 2.1 Review Background Materials and Data				
Role	Tasks	2021 Rate	Anticipated Hours	Anticipated Total Project Cost
Foreman	Review background material	\$88	8	\$704
Botanist Technician	Review background material	\$67	8	\$536
Task Subtotal			16	\$1,240
2021 Task 2.2 Weed control and tracking				
Role	Tasks	2021 Rate	Anticipated Hours	Anticipated Total Project Cost
Foreman	Weed work, CalFlora reporting	\$88	280	\$24,640
Botanist Technician	Weed work, training, CalFlora reporting	\$67	140	\$9,380
Restoration Technician	Weed work	\$67	420	\$28,140
Expenses	Mileage, debris bags			\$5,350
Task Subtotal			840	\$67,510
2021 TOTAL				\$74,669
2022 Task 1. Project management				
Role	Tasks	2022 Rate	Anticipated Hours	Anticipated Total Project Cost
Foreman	Coordinating field work, weed work, training, monthly reporting	\$91	34	\$3,094
Botanist Technician	Work planning support	\$69	10	\$690
Task Subtotal			63	\$5,128
2022 Task 2.2 Weed control and tracking				
Role	Tasks	2022 Rate	Anticipated Hours	Anticipated Total Project Cost
Foreman	Weed work, CalFlora reporting	\$91	280	\$25,480
Botanist Technician	Weed work, training, CalFlora reporting	\$69	140	\$9,660
Restoration Technician	Weed work	\$69	420	\$28,980
Expenses	Mileage, debris bags			\$5,350
Task Subtotal			840	\$69,470
2022 TOTAL				\$74,598
Grand Total				\$149,267

ATTACHMENT C

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 (District).

WHO IS AN INSURED

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

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

Authorized Insurance Representative

Signature

Date

Print Name and Title

Rev. 7-25-06

Approval Item

TITLE

Easement Agreement with Outnumbered2 LLC for the Sunny Oaks Drive Pipeline Replacement Project

RECOMMENDATION

Approve and Authorize the General Manager to execute an easement agreement with Outnumbered2 LLC, owner of APN 180-261-10 in San Rafael, in the amount of \$10,000.

SUMMARY

This item was reviewed by the Board in closed session on November 17, 2020, and the proposed easement is consistent with the price and terms parameters provided to staff.

The Santa Venetia Tank is a 310,000 gallon welded steel tank located at the end of an unpaved access driveway at the end of Bayhills Drive in an unincorporated portion of Marin County adjacent to San Rafael. The Santa Venetia Tank was installed in 2007 and replaced a 50-year old redwood tank. A landslide in 2017 damaged a pipeline serving the tank and caused the tank to be taken out of service. Water service to the area continued to be provided by the Santa Margarita Valley Gravity System of tanks comprising Lucas Valley Tank, Santa Margarita Tank, Los Ranchitos Tank and Marin Professional Center Tank.

A new pipeline is required in order to return the Santa Venetia Tank to service, and will be installed under the Sunny Oaks Drive Pipeline Replacement Project. In order to install the new pipeline, a 20-foot wide easement comprising 4,623 square feet is required from the property at APN 180-2261-10, owned by Outnumbered2 LLC and represented by James Higgins. District staff have reached agreement with Outnumbered2 LLC for purchase of a 4,623 square foot District pipeline easement on their property in the amount of \$10,000.


In summary, District staff recommends the Board authorize the General Manager to execute an easement agreement with Outnumbered2 LLC for purchase of a 4,623 square foot District pipeline easement on their property in the amount of \$10,000.

FISCAL IMPACT

The cost of the easement is \$10,000.

ATTACHMENT(S)

Easement Agreement

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Michael Ban Director of Engineering	 Ben Horenstein General Manager

Recording for the Benefit of MMWD, No Fee, Gov't. Code 27383,
Value less than \$100.00

Recording Requested By:

Stanley Graham
Real Property Agent

When recorded return to:
Stanley Graham
Marin Municipal Water District
220 Nellen Avenue
Corte Madera CA 94925-1169

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into as of this _____ day of _____, 2020, by and between **OUTNUMBERED2, LLC.** ("Grantor"), and the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation ("District").

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals:

- A. Grantor is the owner of a certain piece of real property described in the Grant Deed from Lakeside Enterprises, L.P., a California limited partnership to Outnumbered, LLC, a California limited liability company, recorded under Instrument Number 2016-0048642, Marin County Records, Marin County, CA and subsequently transferred from Outnumbered, LLC, a California limited partnership, to Outnumbered2, LLC., a California limited partnership, to reflect a change in the entity's name, recorded under Instrument Number 2020-0030569, Marin County Records, Marin County, CA ("Property") (APN 180-261-10).
- B. The District intends to install facilities, described in Section 2(B)(i) below, on the Property and has asked Grantor to grant the District an easement to install, operate, and maintain said facilities as described below.
- C. Grantor desires to convey a non-exclusive easement over the portion of the Property, as described in Exhibit A attached hereto, to the District for the purposes described below in Section 2(B)(i).

Section 2. Grant of Easements:

- A. As owner of the Property, Grantor hereby grants to the District and its successors and assigns in interest, a non-exclusive easement described in "Exhibit A", attached hereto and incorporated herein as if fully set forth ("Easement").
- B. The Easement described in Section 2(A) shall be held subject to the following terms and conditions:

JM

- i. The Easement granted herein is non-exclusive. The District is granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as the District elects to install, together with the right to construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with storage, transmission and delivery of water, including reasonable ingress and egress over paved adjoining lands for the construction, repair and maintenance of such pipeline(s) and facilities ("Improvements").
- ii. Grantor reserves the right to use the Easement for any and all purposes that will not interfere with District's use of the Easement and operation of the Improvements. No structures, fill, or other improvements shall be placed on or over the Easement that interferes with or impedes access to the use, repair, replacement, or maintenance of the installations in the Easement. Provided there is no interference with the District's use as described herein, Grantor may use or grant additional easements to others for uses including, but not limited to, ingress and egress.
- iii. Grantor reserves and shall have the right to revise the grade of the surface or the location of the Easement, if and when Grantor shall first pay to the District the full expense of changing the grade or location of the pipeline(s) and other installations of the District therein. In the event of a change in grade, the District will determine if the grade change requires the raising or lowering of the pipeline or other installation. The District, in its reasonable discretion, shall determine all costs associated with the change in grade. If Grantor desires a change in the location of the Easement, Grantor shall first grant a suitable new easement acceptable to the District.
- iv. The District is under no obligation to install or to maintain any additional paving or other surfacing on the Easement, unless it is a condition of improving District access to repair, replace, maintain, or to use the installations in the Easement. The District will not be responsible for non-standard hard scape surfacing and will only restore hard scape surfaces with standard asphaltic concrete (Uniform Standards All Cities and County of Marin Drawing No. 330) and concrete (brush or exposed finish with 2.0 lb. lampblack per yard) that meets construction industry standards, or as required by local encroachment permits. The District shall not be liable for any contribution under the provisions of California Civil Code Section 845.

Section 3. Construction of Improvements:

The District may construct Improvements in the Easement as described in Section 2(B)(i). The District shall give Grantor at least ten (10) business days written notice prior to the commencement of construction of the Improvements in the Easement. If any portion of the Property is damaged by the District during the duration of the construction project, the District shall assume the loss and/or timely repair any damage to the Property at the District's expense.

The District's contractors, subcontractors and/or employees will not store debris, materials or soils on the Property during construction of Improvements, or when doing repair or maintenance work on the Improvements in the Easement, except as required to complete construction, or repair or maintenance, of such Improvements. The District's contractors, subcontractors and/or employees shall perform silt containment to Marin County building standards in areas where any

such person disturbs the soil and at the conclusion of construction of the Improvements, and at the conclusion of any repair or maintenance to the Improvements, shall leave the silt containment in good condition in place in each location where disturbed soil remains un-vegetated.

Section 4. Damages to the Property:

If any portion of the Property, including any of its visibly obvious elements including vegetative ground cover, trees, and mature shrubbery, is damaged by reason of leakage or other failure of any part of the underlying existing District pipelines or facilities, or by reason of the District, its officers', agents', employees' and/ or contractors' actions in gaining access to the Easement, District facilities, or underlying pipelines for purposes of repair, maintenance, connection, or for any other purpose, the District shall assume the loss and/or timely repair any damage to the Property at the District's expense.

If the District, or its officers, agents, employees and/ or contractors, undertakes any repair on any portion of the Property, the District's work shall conform to applicable standards of the construction industry. The District shall timely replace or repair any portion of the Property, damaged by the District, as reasonably as possible, to the conditions that previously existed. The District reserves and does not waive any defenses, either legal or equitable, to any claim for damages to the Property.

Section 5. Damages to the Improvements:

Any damage to the Improvements caused by Grantor, directly or indirectly, to (a) the District's pipelines or other District facilities maintained in the Easement, or (b) to property in the Easement for which the District is held responsible, shall be assumed by Grantor, and Grantor agrees to and will pay the entire cost of the loss sustained by the District.

Section 6. Hold Harmless:

Grantor, for itself, its administrators, successors, agents, assigns, and for any person or company in the Easement by express invitation of Grantor shall indemnify, hold harmless, release and defend the District, its officers, directors, volunteers, agents and employees, from any and all liability, actions, claims, damages, fines, penalties, costs, and/or expenses (collectively referred to herein as "Claim"), including attorneys' fees and costs and expenses of suit, which may be alleged or asserted by any person or entity, arising out of or in connection with this Agreement, except an action to enforce the terms of this Agreement and excluding liabilities resulting from the sole negligence or willful misconduct of District. However, Grantor shall not be obligated to indemnify any indemnitee for the proportional share of liability for a Claim attributable to an indemnitee as determined by final judgment. The defense and indemnification obligations of Grantor under this Agreement shall not be limited by the amounts or types of insurance or the deductibles or self-insured retention amounts of such insurance.

Section 7. Representation:

This Agreement is executed voluntarily by each of the parties hereto, all of whom have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Agreement.

Section 8. Authorization:

Each signatory to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of, and thus bind, the individual or entity represented.

Section 9. Entire Agreement:

The Agreement, including all exhibits attached hereto, constitutes the entire understanding between the parties with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement shall be interpreted according to its own terms, as defined in this Agreement or otherwise according to their ordinary meaning, without any parole evidence. This is an integrated agreement.

Section 10. Binding on Successors:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, members, administrators, receivers, trustees, and estates of each of the parties.

Section 11. Paragraph Headings:

Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope or extent of this Agreement or any of its provisions.

Section 12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 13. Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

Section 14. Facsimile Signatures:

The parties agree that this Agreement, documents ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

Section 15. No Presumption Regarding Drafter:

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and

therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 16. Mediation:

Any dispute or claim in law or equity between Grantor and the District arising out of this Agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitration administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or the parties agree resolution is not possible.

OUTNUMBERED2 LLC:

Dated: _____ Signed: _____
Jill Tate Higgins
Manager

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By: _____
Bennett Horenstein
General Manager

Attest: _____
Board Secretary

Attachments:

Exhibit A – Legal description
Exhibit B – Record Map

MMWD Seal:

Certificate of Acceptance

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Agreement, dated _____, 2020, from **OUTNUMBERED2, LLC**, a California limited liability company to the **MARIN MUNICIPAL WATER DISTRICT**, a local public agency, was hereby accepted by order of the BOARD OF DIRECTORS of the **MARIN MUNICIPAL WATER DISTRICT** on _____, subject to the terms and conditions of said Easement Deed, and the **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ BY: _____
Stanley Graham, Real Property Agent

EXHIBIT A

Legal Description

**Marin Municipal Water District 20 Foot Pipeline Easement
Lands of Outnumbered2, LLC, APN 180-261-10
Unincorporated Santa Venetia, County of Marin, State of California**

A nonexclusive 20 foot wide easement for a municipal water pipeline and/or pipelines and access over a portion of the lands of Outnumbered2, LLC, a California limited liability company, said lands lying situate in unincorporated Santa Venetia, County of Marin, State of California, said lands of Outnumbered2, LLC, being described in the Grant Deed from Outnumbered, LLC, a California limited liability company, to Outnumbered2, LLC, recorded on July 15, 2020, and filed under Instrument No. 2020-0030569, Marin County Records, said nonexclusive 20 foot wide easement for a municipal water pipeline and/or pipelines and access lying 10.00 feet on each side of the following described centerline:

Commencing at the northwesterly corner of said lands of Outnumbered2, LLC, said northwesterly corner being at the intersection of the courses shown as North 26° 46' 20" West, a distance of 167.02 feet, and North 48° 58' East, a distance of 89.50 feet on the map titled "Record of Survey, Lot Line Adjustment, Lands of Marin Montessori", recorded on May 15, 2015, and filed in Book 2015 of Maps, at page 67, Marin County Records, said northwesterly corner being referenced by a ¾" iron pipe tagged "RCE 18221", as shown on said map;

Thence, from said **Point of Commencement**, North 48° 58' 00" East, along the northwesterly line of said lands of Outnumbered2, LLC, a distance of 71.06 feet to the **Point of Beginning**;

Thence, from the **Point of Beginning**, and leaving said northwesterly line of lands of Outnumbered2, LLC, South 11° 26' 37" East, a distance of 42.13 feet;

Thence, South 25° 01' 33" East, a distance of 130.82 feet;

Thence, South 3° 21' 41" West, a distance of 21.95 feet;

Thence, South 38° 17' 00" West, a distance of 36.27 feet to **terminate** at the westerly line of said lands of Outnumbered2, LLC.

EXHIBIT A

Legal Description

**Marin Municipal Water District 20 Foot Pipeline Easement
Lands of Outnumbered2, LLC, APN 180-261-10
Unincorporated Santa Venetia, County of Marin, State of California**

The sidelines of the above described 20 foot wide easement for a municipal water pipeline and/or pipelines and access, are to be lengthened or shortened to terminate at the northerly line of said lands of Outnumbered2, LLC, and the westerly line of said lands of Outnumbered2, LLC.

The 20 foot wide easement for a municipal water pipeline and/or pipelines and access described above encompasses an area of 4,623.3 square feet.

End of Legal Description

Attached hereto is a plat (Exhibit B) to accompany Legal Description, and by this reference made a part hereof.

This Description was prepared by Lionel Keith Vincent:



PLS 8248

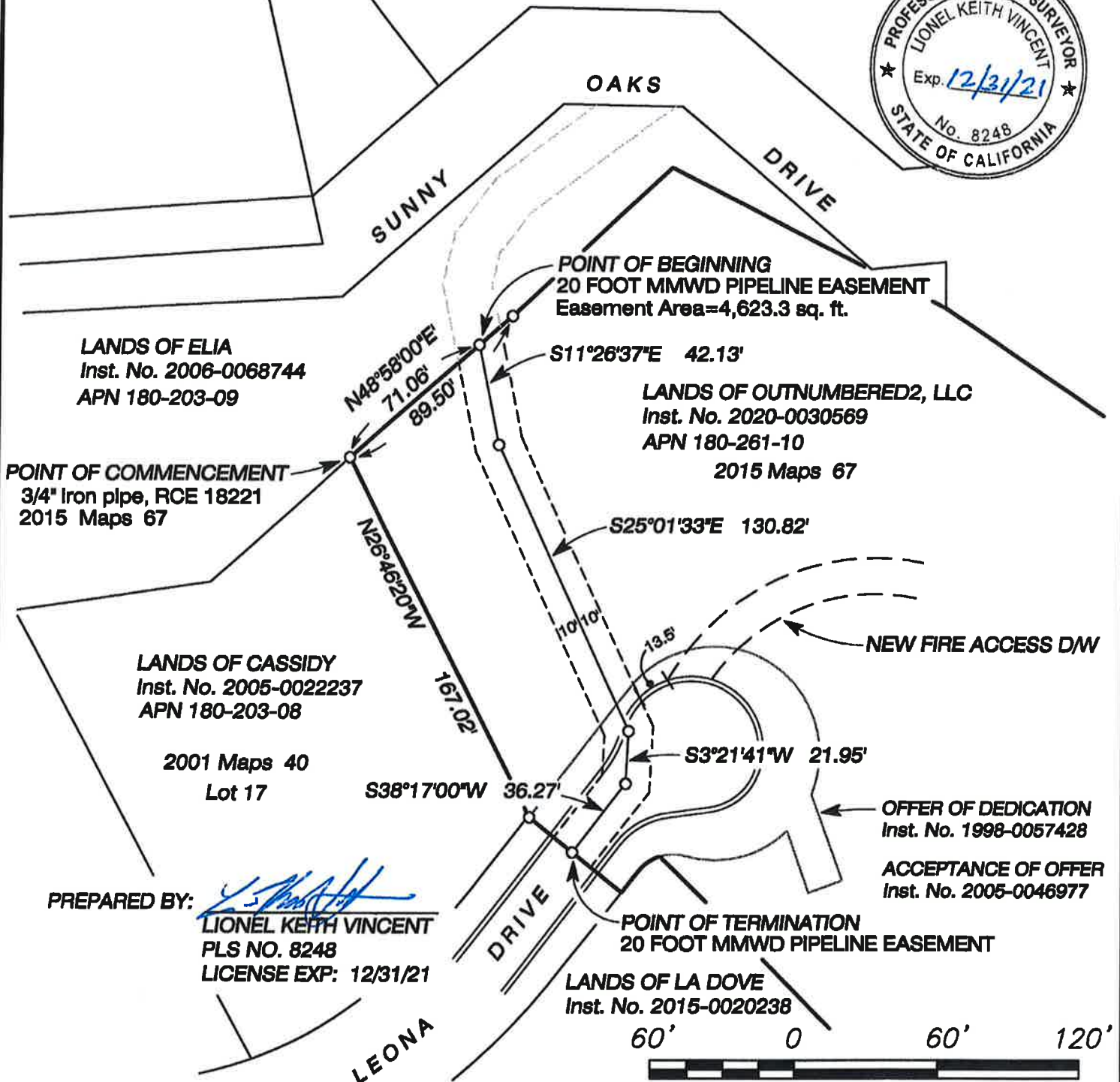
License Expires: 12/31/21



EXHIBIT B

20 FOOT MMWD PIPELINE EASEMENT
LANDS OF OUTNUMBERED2, LLC

UNINCORPORATED SANTA VENETIA, COUNTY OF MARIN, STATE OF CALIFORNIA
APN 180-261-10



PREPARED BY:

LIONEL KEITH VINCENT
PLS NO. 8248
LICENSE EXP: 12/31/21

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

SCALE: 1" = 60'



MARIN MUNICIPAL WATER DISTRICT
220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 924-4800

DATE: OCT 2020 JOB NO: _____ SHEET: 1 of 1

PREPARED BY: KV DESIGN BY: AA

20 FOOT MMWD PIPELINE EASEMENT
LANDS OF OUTNUMBERED2, LLC
SANTA VENETIA, MARIN COUNTY, CALIF.
APN 180-261-10

Approval Item

TITLE

Continuation of Emergency Contracting Provisions for Replacement of the Porteous Tunnel Pipeline

RECOMMENDATION

Approve Resolution No. 8616 continuing the invocation of the District's emergency contracting provisions and authorization of the General Manager to execute Contract No. 1935 with W. R. Forde Associates, without advertisement, to ensure prompt replacement of the leaking Porteous Tunnel pipeline under the Porteous Tunnel Emergency Pipeline Replacement Project (F21001).

SUMMARY

In response to the discovery that the critical 26-inch welded steel transmission pipeline inside Porteous Tunnel has broken and is leaking, on November 17, 2020, the board adopted Resolution No. 8608 invoking the District's emergency contracting procedures, which allows emergency contracts to be awarded without solicitation for bids when the contracts are necessary to respond to an emergency situation, and authorizing the General Manager to execute Contract No. 1935 with W. R. Forde Associates, without advertisement, to ensure prompt replacement of the leaking Porteous Tunnel pipeline under the Porteous Tunnel Emergency Pipeline Replacement Project (F21001). District Code Section 2.90.055(c) requires the Board to review the emergency action and determine by a 4/5th vote whether there is a need to continue the emergency action at each subsequent regularly scheduled Board meeting until the emergency is terminated.

DISCUSSION

In approximately 1919, the District constructed a concrete pipeline, estimated at 30-inch outside diameter (OD) and 23-inch inside diameter (ID), to convey water from Alpine Reservoir to Pine Mountain Tunnel (PMT), and from PMT to Phoenix Lake, including construction of the 230-foot long Porteous Tunnel, which contained the 30-inch concrete pipe. Leakage from the 1919 pipeline caused the District to replace it in 1926 with a 26-inch (OD) welded steel pipe.

District staff unexpectedly discovered that water flowing at Five Corners on the watershed is coming from a break in the critical 26-inch transmission pipeline inside Porteous Tunnel. This pipeline is part of the District's Concrete Road Pipeline network that provides water to the Ross Valley, which constitutes approximately 23% of the District's customers, and is the only section of 1926 pipeline still in service.

Porteous Tunnel is located on the watershed and travels under the intersection of Five Corners, where Concrete Pipe Road, Deer Park Fire Road, Bald Hill Road and Shaver Grade all meet. The pipeline inside the tunnel is 45-feet below grade and is over 250-feet long. The tunnel has caved in and is inaccessible, which prohibits the District from simply repairing this critical pipeline. Replacement of the Porteous Tunnel pipeline is necessary and requires the services of a licensed contractor with specialized construction equipment and experienced personnel to be accomplished.

On November 17, 2020, the board approved Resolution No. 8608 invoking the District's emergency contracting provisions and authorizing the General Manager to execute Contract No. 1935 with W. R. Forde Associates, without advertisement, to ensure prompt replacement of the leaking Porteous Tunnel pipeline under the Porteous Tunnel Emergency Pipeline Replacement Project (F21001). In accordance with District Code Section 2.90.055 (c), the Board must determine, by a four-fifths vote, the need to continue the emergency action at every regularly scheduled meeting thereafter until the action is terminated. The emergency conditions related to the leaking Porteous Tunnel pipeline remain, and will continue to remain until the pipeline is replaced. While work has commenced on the Porteous Tunnel Pipeline repair, the work is not yet complete and emergency circumstances persist. Therefore, District staff recommend that the board approve Resolution No. 8626 continuing the invocation of the District's emergency contracting provisions to ensure replacement of the Porteous Tunnel pipeline under the Porteous Tunnel Emergency Pipeline Replacement Project (F21001).

FISCAL IMPACT

None

ATTACHMENT(S)

1. Resolution No. 8616

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Michael Ban Director of Engineering	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8616

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL
WATER DISTRICT CONTINUING THE EMERGENCY CONTRACTING
PROVISIONS FOR REPLACEMENT OF THE PORTEOUS TUNNEL PIPELINE**

WHEREAS, the Marin Municipal Water District, a special purpose municipal corporation, is authorized by District Code Section 2.90.055 to award construction contracts without advertisement in certain emergency situations; and

WHEREAS, on November 17, 2020, the Marin Municipal Water District Board of Directors unanimously adopted Resolution 8608 invoking the District's emergency contracting provisions and authorizing the General Manager to execute Contract No. 1935 with W.R. Forde Associates for the Porteous Tunnel Emergency Pipeline Replacement Project (Project), without advertisement, to replace the leaking pipeline in Porteous Tunnel; and

WHEREAS, the pipeline in Porteous Tunnel is part of the District's Concrete Road Pipeline network that provides water to the Ross Valley, which constitutes approximately 23% of the District's entire customer base; and

WHEREAS, the leak on the pipeline in Porteous Tunnel is a significant emergency in that it presents a risk to the District's ability to provide water to customers in the Ross Valley and if not promptly repaired, could cause substantial erosion that may undermine the public roadway at the Five Corners intersection; and

WHEREAS, the District proposes to repair and complete minor alterations to the Porteous Tunnel facilities and replace over 250 feet of pipeline to ensure continued supply of safe drinking water to Ross Valley under the Project; and

WHEREAS, the Board of Directors finds that a local emergency situation continues to exist due to the leak in the Porteous Tunnel pipeline and given the work to complete the repair is ongoing; and

WHEREAS, the Board of Directors finds this continued emergency action to ensure replacement of the Porteous Tunnel pipeline is necessary to respond to the current emergency situation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS, pursuant to District Code Section 2.90.055, a continued significant emergency situation is declared to exist due to the leak in the Porteous Tunnel pipeline and this continued action is necessary to respond to the current emergency situation.

PASSED AND ADOPTED this 15th day of December, 2020, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

President, Board of Directors

ATTEST:

Board Secretary

Approval Item

TITLE

Professional Services Agreement for legal services with Colantuono, Highsmith & Whatley PC

RECOMMENDATION

Approve a Professional Services Agreement for legal services with Colantuono, Highsmith & Whatley PC and authorize the General Manager to execute the Agreement

SUMMARY

The law firm of Colantuono, Highsmith & Whatley PC has experience and expertise in public agency matters, including Proposition 218 issues and litigation. The District has retained the firm to provide legal services related to current water rates litigation and Proposition 218 water rates issues and there is a need for a new agreement for legal services at this time.

DISCUSSION

The District currently has two pending Proposition 218 water rates cases, *Walker v. Marin Municipal Water District*, Marin Superior Court Case No. CIV 1501914 (“Walker”) and *COST v. Marin Municipal Water District*, Marin Superior Court Case No. Civ. 1903160 (“COST”). The District has retained the firm of Colantuono, Highsmith & Whatley to assist in the legal defense of these two cases, and to generally advise on Proposition 218 water rates issues. A proposed agreement was brought to the Operations Committee/Board of Directors (Operations) meeting in November 2019, but due to concerns regarding conflict language in the agreement the item was not referred to the Board for approval at that time. The firm has been providing legal services under the authority of the General Counsel and General Manager. However, due to the complexity of these litigation matters, the expenditures necessary to properly defend the District’s interests in these cases will exceed those authority limits. Therefore, a Board authorized agreement is needed at this time.

The proposed professional services agreement includes language revisions to address previous concerns and proposes a two year agreement through December 31, 2022 with a not exceed amount of \$400,000 per year. This proposed agreement would be for legal services on an as-needed basis as determined and overseen by the General Counsel and no maximum or minimum amount of billable hours or expenditures is guaranteed.

FISCAL IMPACT

The funds for these services are available in the self-insurance claims budget Cost Center 7020/ Account 5510 and replenishment of this fund will be included in future District budgets.

ATTACHMENT(S)

- 1. Draft Professional Services Agreement with Colantuono Highsmith & Whatley PC

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Counsel's Office	 Molly MacLean General Counsel	 Ben Horenstein General Manager

Professional Services Agreement

This Agreement is effective as of December __, 2020 (“Effective Date”), is made by and between the Marin Municipal Water District (“District”) and Colantuono, Highsmith & Whatley, PC, a California Professional Corporation (“Colantuono Highsmith”).

For good and valuable consideration the parties agree as follows:

1. Recitals.

1.1 Colantuono Highsmith is a duly qualified law firm, experienced in providing advice and counsel on municipal rate making and general municipal law matters and litigation support services;

1.2 The District has determined that Colantuono Highsmith’s assistance is needed in connection with the advice and counsel and the litigation support services described above; and

1.3 The District desires to engage the services of Colantuono Highsmith on an as needed basis for those legal support services.

2. Services. Colantuono Highsmith will provide legal advice, counsel and litigation support services to the District regarding municipal rate making and general municipal law matters on an as needed basis and as assigned and administered by the District’s General Counsel. Colantuono Highsmith understands and agrees that the District is the client, acting by and through the Board of Directors. Colantuono Highsmith shall provide those legal services reasonably required to represent the District’s interests in such matters.

3. Compensation. Compensation to Colantuono Highsmith for services shall be at the rates set forth below, provided however that totals payments hereunder shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) in each calendar year. The rates set forth below shall not be adjusted without a formal amendment to this Agreement.

- Partners : \$385 per hour
- Associates \$330 per hour
- Paralegals: \$170 per hour

3.1 Usual and Customary Reasonable Out-of-Pocket Expenses. In addition to paying legal fees, the District shall reimburse Colantuono Highsmith for all usual and customary costs and expenses incurred by Colantuono Highsmith, including but not limited to, process server fees, the subpoena of records, fixed fees by laws or assessed by Courts or other agencies, Court Reporter fees, long distance telephone calls, legal research fees, messenger and other delivery fees, postage, photocopying, parking, mileage, and other similar items.

4. Billing. Billings shall be submitted to the District's General Counsel on a monthly basis and shall include the following information:

- The date and amount of time spent by each person performing services;
- A summary description of services performed;
- Billings shall be itemized in increments of 6 minutes to indicate the attorney doing the work, the number of hours spent, the hourly rate; and the work being done by paralegals.
- Costs shall be itemized by types and accompanied by receipts.
- Total fees and costs on the matter to date.

5. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on **December 31, 2022** unless otherwise extended in a writing executed by both parties.

6. Standard of Care. District has relied on the professional ability, professional experience, and training of Colantuono Highsmith as a material inducement to enter into this Agreement. Colantuono Highsmith warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by District of work performed by Colantuono Highsmith shall not operate as or be interpreted to be a waiver or release.

7. Termination. This Agreement may be terminated by either party at any time, subject to equitable proportional payments due to Colantuono Highsmith. The District's General Counsel shall have the authority to terminate the Agreement on behalf of the District. All files, written material, and documents will be transferred to the District upon such termination. Colantuono Highsmith will be available to consult, for a reasonable period of time, with District and/or District's new counsel on the facts, circumstances and status of each matter previously assigned to Colantuono Highsmith.

8. Withdrawal. Colantuono Highsmith may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

9. No Suspension or Debarment. Colantuono Highsmith warrants that its attorneys are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Colantuono Highsmith also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Colantuono Highsmith becomes debarred, Colantuono Highsmith has the obligation to immediately inform the District.

10. Status of Colantuono Highsmith. The parties intend that Colantuono Highsmith, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed.

11. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after

mutual agreement of Colantuono Highsmith and District and by way of execution of a written amendment to this Agreement.

12. Insurance. Colantuono Highsmith shall obtain insurance acceptable to MMWD in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to MMWD at the time the Colantuono Highsmith returns the executed contract. The Colantuono Highsmith 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.

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

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

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

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

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

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.

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

Colantuono Highsmith's policy shall be endorsed with "Attachment A - Additional Insured Endorsement" form.

The General Aggregate limits of insurance in the referenced policies shall be twice occurrence limit.

- c. Professional Liability Insurance: The Colantuono Highsmith shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$50,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:

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

- d. Documentation: The following documentation of insurance shall be submitted to MMWD:
 - (i) A Certificate of Insurance for Workers' Compensation Insurance for Colantuono Highsmith. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.

13. Indemnity. Colantuono Highsmith agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Colantuono Highsmith, arising out of or in connection with the negligent performance or willful misconduct of Colantuono Highsmith hereunder, but excluding liability due to the negligence or the willful misconduct of District. This indemnification obligation is not limited in any way by

any limitation on the amount or type of damages or compensation payable to or for Colantuono Highsmith or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Colantuono Highsmith shall be liable to District for any loss or damage to District property arising from or in connection with Colantuono Highsmith's negligent performance or willful misconduct hereunder.

14. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Colantuono Highsmith of its obligations under the Rules of Professional Conduct.
15. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the Effective Date of this agreement will be binding on the parties.
16. Records. Consistent with the District's records retention policy, Colantuono Highsmith shall retain in either physical or electronic form all records (except for original time records) for a period of twenty (20) years from the date of completion of services; or, alternatively, if Colantuono Highsmith's own internal retention policy is for a period less than that provided under the District's retention policy, Colantuono Highsmith shall after expiration of its own internal retention period, forward the records to District's General Counsel for retention. In no event shall Colantuono Highsmith destroy or otherwise purge any records without providing the District with at least thirty (30) days written notice. Records will be made available to the District upon request for audit purposes. Colantuono Highsmith will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)
17. Conflict of Interest. Colantuono Highsmith covenants that Colantuono Highsmith presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where the District deems that there is an actual or potential conflict of interest in Colantuono Highsmith representing another party in a matter, the District must waive any such actual or potential conflict before Colantuono Highsmith may represent such other party.
18. Nondiscrimination. Colantuono Highsmith 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, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
19. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

20. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

District: General Counsel
Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

Colantuono Highsmith: Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Attn: Michael G. Colantuono, President/Managing Shareholder

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

21. No Waiver of Breach. The waiver by the District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
22. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Marin.

Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart. Counterparts or signatures delivered by facsimile, pdf or District-approved electronic means have the same force and effect as the use of a manual signature.

23. Dispute Resolution. Any dispute or claim in law or equity between the parties arising out of this Agreement if not resolved by informal negotiation between the parties shall be mediated by the parties. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. The parties shall agree to a mutually acceptable mediator and share equally in the mediation costs. If mediation is unsuccessful, the parties may avail themselves of any other remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COLANTUONO, HIGHSMITH &
WHATLEY, PC

Dated: _____

By: _____
Michael G. Colantuono
President

MARIN MUNICIPAL
WATER DISTRICT

Dated: _____

by: _____
Bennett Horenstein
General Manager


Approved as to Form:


Dated: _____

By: _____
Molly MacLean
General Counsel

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Operations Director 

THROUGH: Ben Horenstein, General Manager 

DIVISION NAME: Operations

ITEM: Water Supply Report for November 2020

SUMMARY

A wet November resulted in lower overall production for the month compared to the same month last year. The total reservoir storage volume at the end of November was 10% lower than the historical average – a drop of 3 % from the end of October. While it is still very early in the rainy season, staff have begun the necessary preparations to manage our water supply should the dry weather continue through January next year.

DISCUSSION

Highlights:

- In November, the District's total gross water production was 2,035 acre-feet, with 1,437 acre-feet from the District's reservoirs and 598 acre-feet of imported water.
- For the fiscal year through November, the District has imported 2,894 acre-feet of water from the Sonoma County Water Agency, which is 55% of the annual minimum of 5,300 acre-feet.
- The average rate of water production for November was 22 million gallons per day compared to a summer time peak production of 36 million gallons per day.
- As of November 30, 2020, the District had 47,285 acre-feet of reservoir water storage, which is 59% of capacity and 10% below average for this date.
- For habitat benefit, in November the District released a total of 1,007 acre-feet of water from Kent Reservoir into Lagunitas Creek and from Soulajule Reservoir into Walker Creek.
- In November, the District received 8 calls regarding taste and odor complaints.

- The District routinely monitors the reservoirs for the presence of algae and taste and odor compounds produced by algae (Geosmin and MIB). Lab analysis indicates that seasonal taste and odors in the source water for San Geronimo have decreased. However, due to the continued extended sunny weather there is still some algal growth and residual taste and odor in the source waters for the Bon Tempe Treatment plant that serves much of the southern portion of our service area. Staff are taking steps to address this recent development.
- The District conducted chlorine addition at 5 storage tanks with low chlorine residual in November to preserve water quality.
- In November, the water source for the San Geronimo Treatment Plant (SGTP) was Nicasio Reservoir, and for the Bon Tempe Treatment Plant the water sources were Bon Tempe and Alpine Reservoirs.

FISCAL IMPACT

None

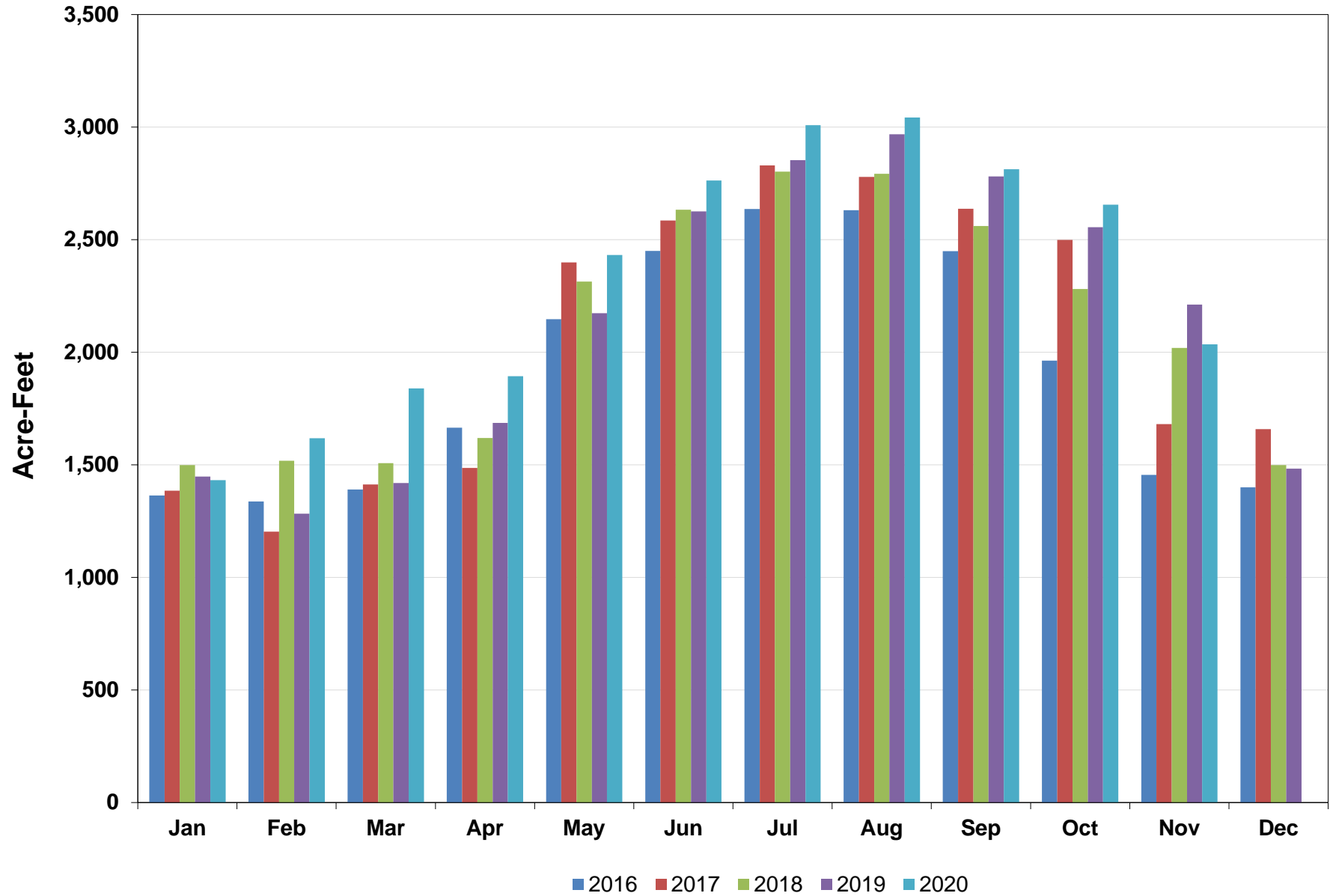
ATTACHMENT(S)

1. Water Supply tables and charts

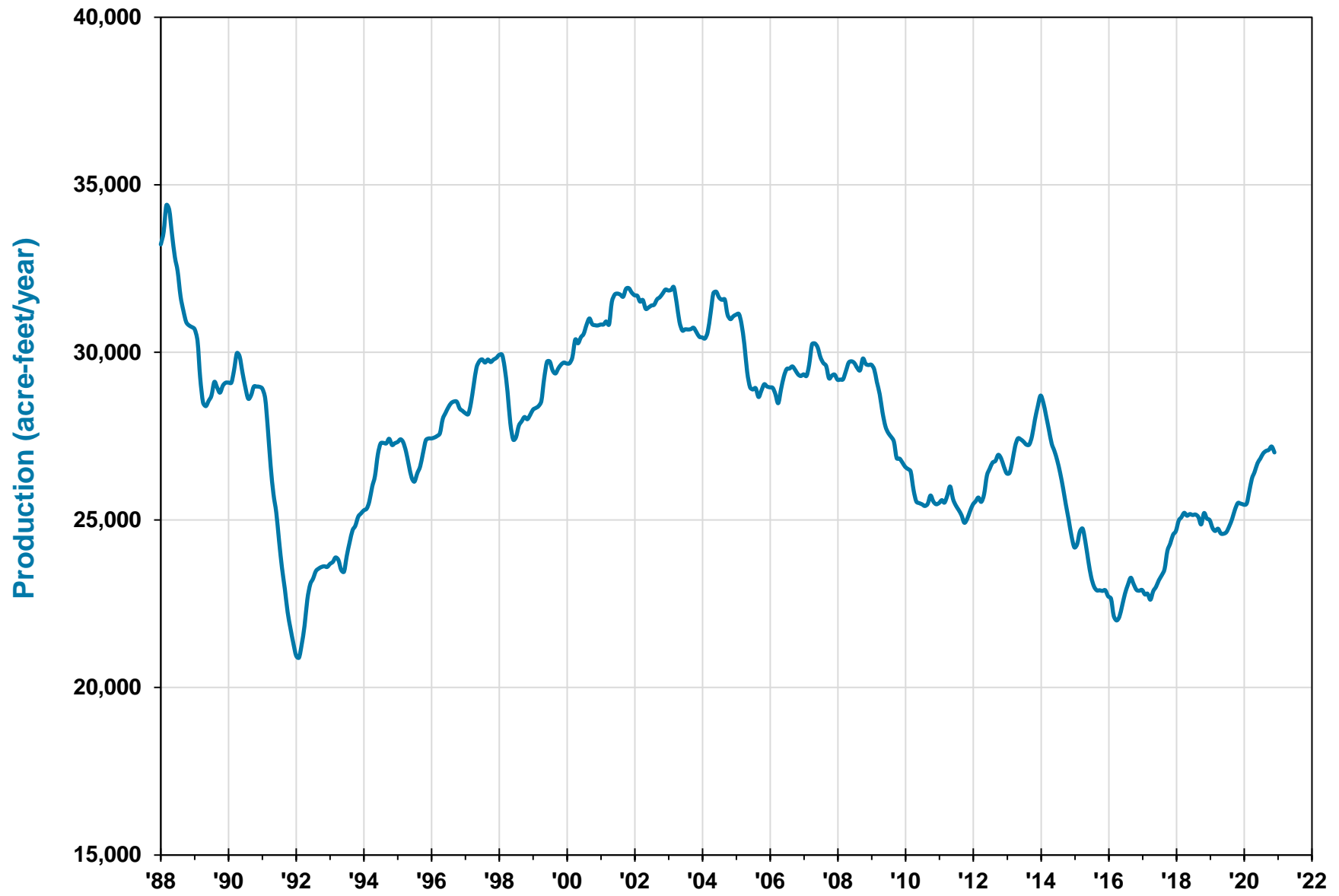
Total Potable Water Production						
Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Jul	2,287	2,636	2,830	2,802	2,853	3,008
Aug	2,369	2,630	2,778	2,792	2,968	3,043
Sep	2,239	2,449	2,637	2,561	2,781	2,813
Oct	2,148	1,963	2,499	2,281	2,555	2,655
Nov	1,628	1,455	1,681	2,019	2,212	2,035
Total YTD	10,671	11,134	12,425	12,455	13,369	13,555

Imported Water Production						
Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Jul	364	390	364	374	545	663
Aug	355	378	532	382	543	600
Sep	378	360	543	366	548	505
Oct	380	361	457	371	400	527
Nov	329	341	225	368	202	598
Total YTD	1,806	1,830	2,120	1,861	2,238	2,894

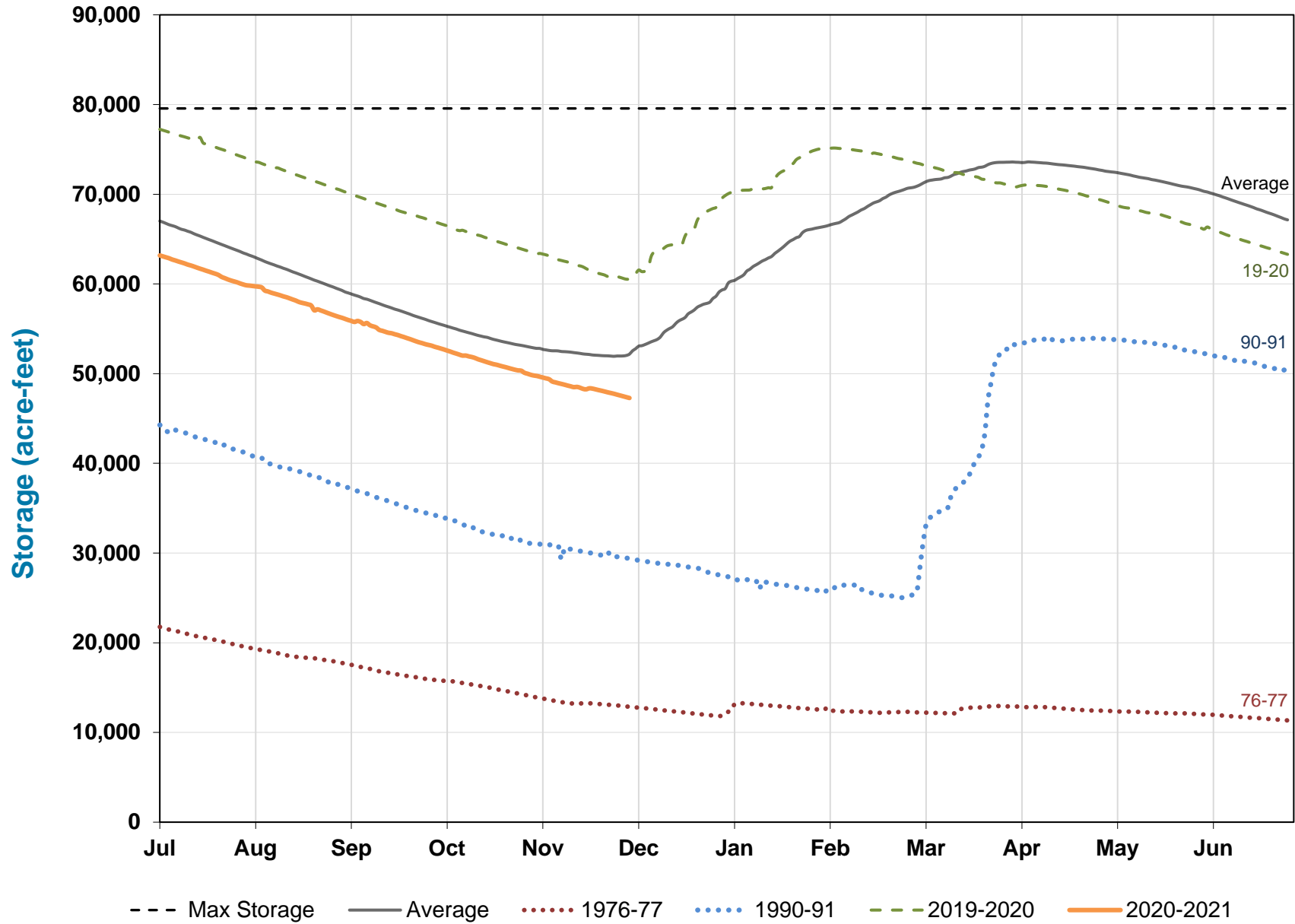
Monthly Potable Water Production



Running 12-month Potable Water Production (AF)

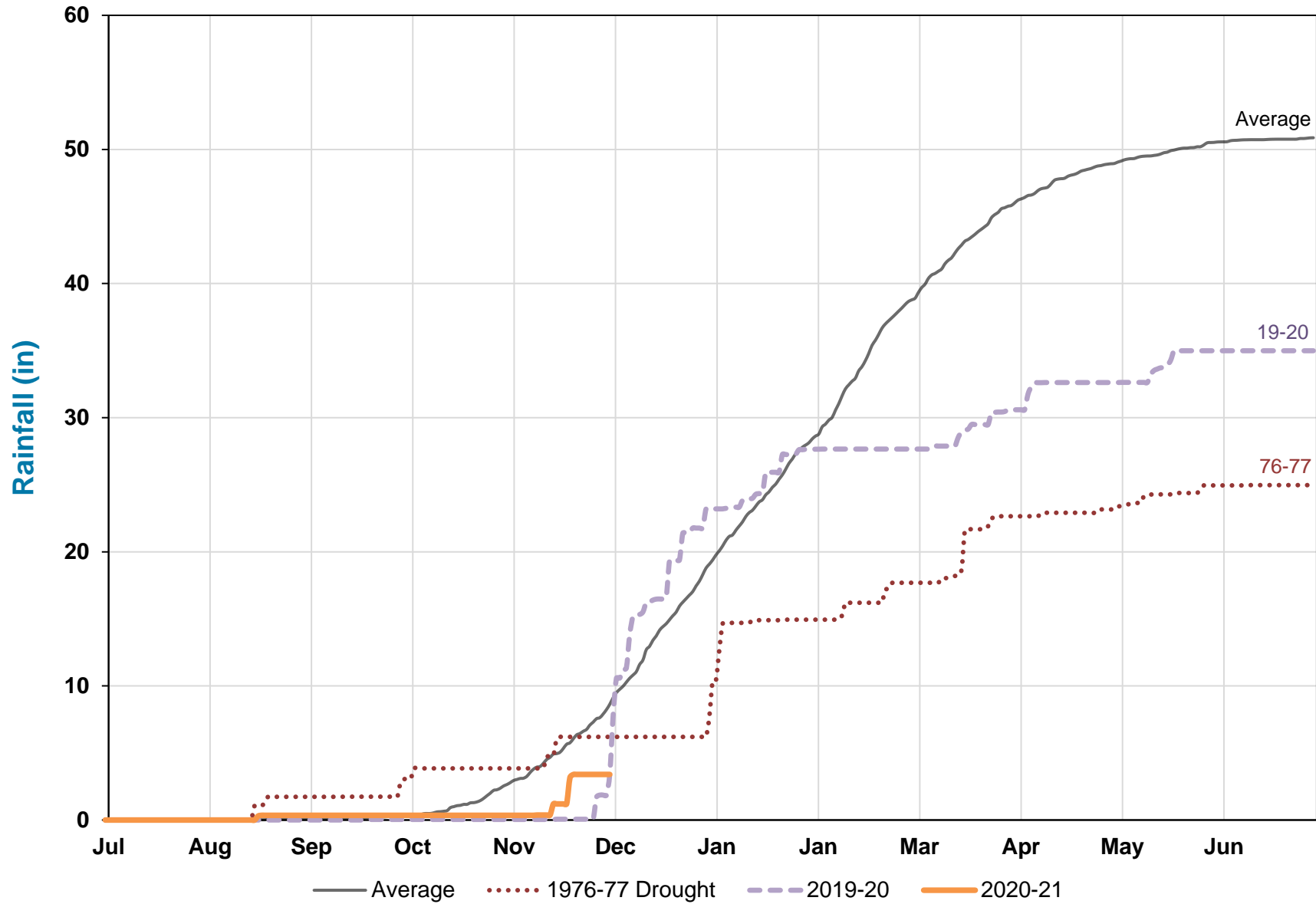


Total Reservoir Storage

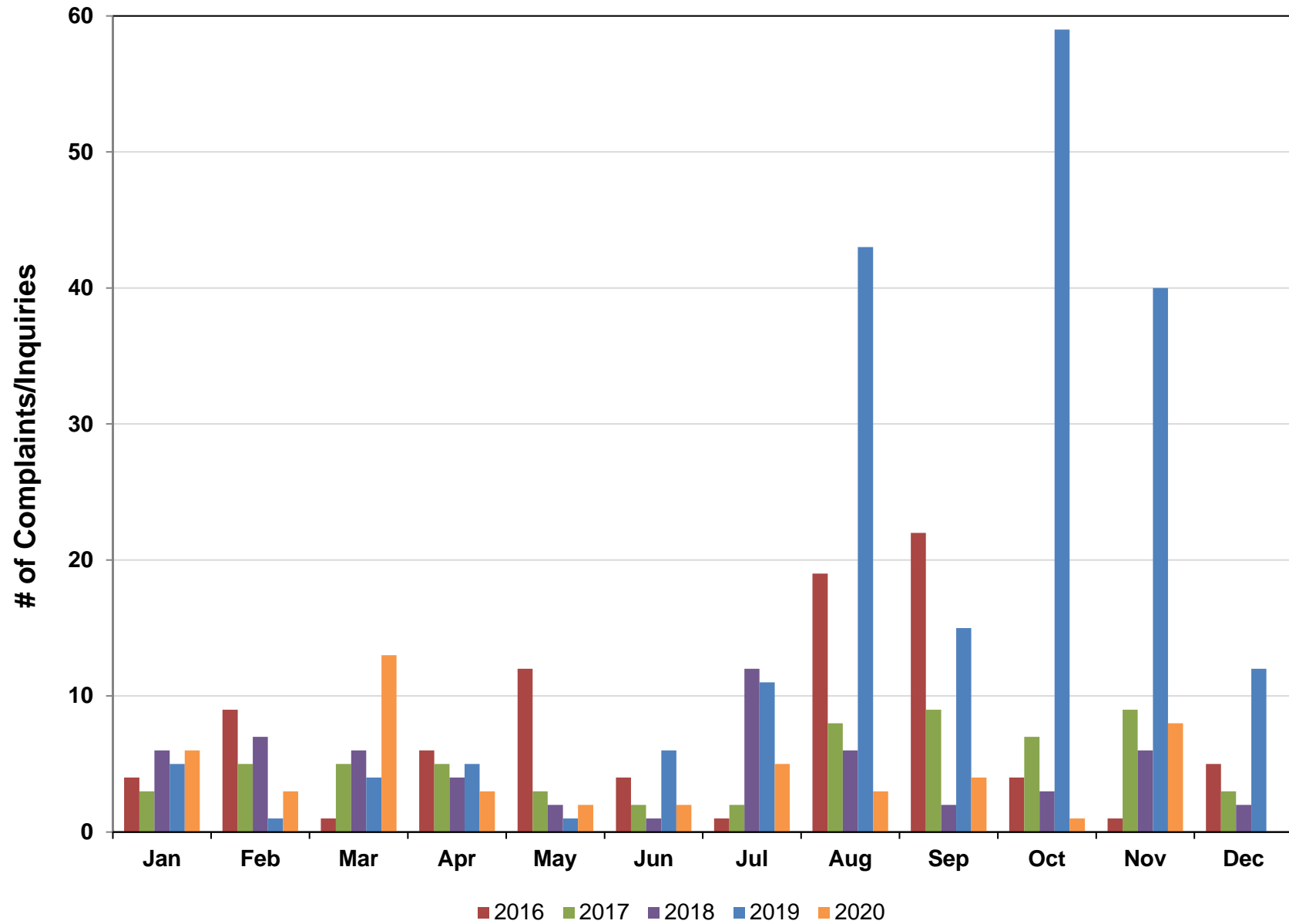


Cumulative Precipitation

Lake Lagunitas Rain Gauge



MMWD Customer Complaints/Inquiries for Taste and Odor



Approval Item

TITLE

Interim Special Use Permit for Electric Bicycles

RECOMMENDATION

1. Approve Resolution No. 8607 to establish a three-year interim Special Use Permit for Electrical Bicycles.
2. Direct Staff to include in preliminary FY 22/23 budget for additional Ranger positions.
3. Direct Staff to include in preliminary FY 22/23 budget funds to support a Watershed Recreation Management Plan.

SUMMARY

There has been an increase in the general usage of electric bicycles (E-bikes) and people interested in using them on Marin Water's watershed lands. Since December of 2018, Marin Water has been facilitating a robust E-bike review process and engaging with stakeholders through public meetings, the E-bike Community Advisory Committee, and one-on-one meetings with community groups to review approaches relating to E-bike access. Currently Title 9.04.01 of Marin Water's regulations prohibits the use of motorized bicycles. However, under Title 9.01.11 "The District, at its sole discretion, may grant written exemptions to all or any portion of these land use regulations by special use permit, contract, or lease". Resolution No. 8607 would authorize an interim Special Use Permit for Class I E-bikes for a period of up to three years. The proposed interim permit will allow Marin Water to collect additional information relating to E-bikes, which will help to inform the development of a Watershed Recreation Plan, including the refinement on the District's approach to regulating E-bikes on the watershed. Additionally, in an effort to further support watershed safety and natural resources protection staff is proposing to increase Ranger staffing over the next one or two fiscal years and to initiate the development of a Watershed Recreation Plan.

DISCUSSION

Assembly Bill (AB) 1096, adopted in 2016, authorized the use of Class 1 and Class 2 E-bikes on paths or trails where bicycles are allowed and formalized specific categories of E-bikes via additions to the California Vehicle Code (at section 312.5). AB 1096 also explicitly permits local authorities or governing bodies of public agencies having jurisdiction over paths or trails to establish conditions or prohibit the use of all classes of E-bikes by ordinance. Authorization for recreational uses under the jurisdiction of Marin Water is governed by Part 5 of Board Policy 7 the *Mt. Tamalpais Watershed Management Policy* and Title 9 of Marin Water Code entitled *Regulations for Use of Marin Municipal Water District Lands*. Marin Water has allowed conventional bikes on natural surface fire roads (but not on narrow, single track trails) for many years as part of a road and trail system that also supports hiking, horseback riding, and other uses. The fire roads systems is composed of existing facilities that were designed and

constructed using rock armoring to support vehicles for facility maintenance and emergency response.

E-bikes are currently considered motorized bicycles under the District's regulations and are prohibited per District Code 9.04.01. Resolution No. 8607 will authorize a Special Use Permit per Title 9.01.11 to allow for the use of E-bikes on fire roads for a period of up to three years. By issuing a Special Use Permit Marin Water will be able to collect information relating to E-bikes using the watershed and observe how E-bikes integrate into the recreational community. The proposed Special Use Permit would extend for a period of up to three years, but could be revoked earlier if significant issues arise. Currently, there are very few studies that evaluate the difference between E-bikes and traditional bicycles and a limited understanding regarding the number of E-bikes using the watershed and other open space lands. The District's fire road system was designed to support heavy loading for vehicles and it is anticipated that there would be a negligible difference in the impact of traditional bicycles compared to E-bikes on the fire roads. An interim Special Use Permit for E-bikes will allow the District to collect additional information relating to E-bike usage on the watershed. To further support all recreational activities and natural resources stewardship more broadly, staff is proposing to budget funds in FY 22 for the development of a Watershed Recreational Management Plan. Additionally, to better support all watershed visitors and recreational activities staff is proposing to budget for additional Ranger positions in the FY 22/23 budgets.

E-bike Public Outreach

Over the last few years, public interest in the use of E-bikes has grown and many community members have embraced them for transportation and recreation. Marin Water hosted a workshop and listening session in December of 2018 to solicit public comments relating to E-bike access on watershed lands. To further inform the review process and discussion around E-bikes, Marin Water formed a Community Advisory Committee (CAC). The E-bike CAC process included seven meetings organized around major topics that were identified during the 2018 public workshop. Out of the process an E-bike CAC Final Summary Report was developed which outlines the CAC process, key themes, and potential options discussed by participants. Based on the thoughtful input received from the E-bike CAC members, the general public, the 2018 E-bike workshop, agency partners, and the professional judgement of staff alternative approaches were developed by staff and presented to the Board of Directors for consideration. Based on feedback received during the May 12, 2020 Board of Directors meeting staff developed an E-bike Access Assessment, which was presented to the Board of Directors at the September 9, 2020 Board of Directors meeting.

Staff then outreached to nineteen stakeholder groups to facilitate focused discussions (Marin County Parks, California State Parks, Golden Gate National Recreation Area, Golden Gate National Parks Conservancy, Access for Bikes, Bay Area Ridge Trail Council, California Native Plant Society, E-bike Access, Marin Audubon, Marin County Bicycle Coalition, Marin Conservation League, Marin Horse Council, Marin Stables and Trails, Main High School

Mountain Bike Team Representatives, Marin Chapter of the Sierra Club, West Point Inn, Mikes Bikes, the Meadow Club, and The New Wheel Electric Bike Shop).

During individual stakeholder meetings staff reviewed the E-bike Access Assessment and the different options relating to E-bikes, 1) continuing with current regulation, 2) establishing conditional usage, or 3) permit/registration system. In summary, environmental groups were supportive of continuing with the current regulations and encouraged Marin Water to focus on natural resources stewardship, protection of water quality and stronger enforcement over new or more recreational access. The equestrian community supported continuing with the current regulations, viewed a permit/registration program as an option for ensuring accountability of riders, noted issues with bicycles usage on single track trails and supported more education, outreach, and enforcement. Bicycling groups supported the use of Class I E-bikes, supported an interim process for access, encouraged any potential fees to be set at an affordable amount, viewed many of the conditional access options as being un-enforceable and potentially confusing for visitors, and encouraged outreach/education over enforcement. Some stakeholder groups represented members on both side of the issue and chose not to take a position, but were generally supportive of more education, outreach, protection of natural resources and enforcement.

Land Management Agencies

Currently, the public land management agencies in Marin are at different points in their individual review and approval processes. Marin County Parks and Open Space has not started their review of E-bikes on the Open Space Preserves, however they are allowing E-bikes on paved multi-use trails in their Park system. Golden Gate National Recreation Area has established conditional access for E-bikes on some trails and service roads which are open for bicycles. California State Parks is currently working through their process. Staff is proposing an interim Special Use Permit for E-bikes access on Marin Water's watershed lands. This would give Marin Water time to collect information on the number E-bikes using the watershed which will help to inform how we manage E-bike access on the watershed.

Overview of E-bike Access Assessment

To inform the E-bike review process staff developed an E-bike Access Assessment which outlined a three-tiered approach for expanding existing programs to improve recreation on the watershed, evaluated options for E-bike access, and presented a longer-term planning process for a watershed recreation plan. The three-tiered structure is designed to support whichever option the Board of Directors determines appropriate relating to E-bike access on the District's Mt. Tamalpais watershed.

Tier I Watershed User Support Framework: Expands watershed outreach, signage, partnerships, natural resources protection measures and enforcement which together will work towards fostering tolerance, understanding, and respect between user groups.
Next steps for Tier I, at the March Watershed Committee Meeting staff will report out

on the expansion of Slow Zones, installation of Trail Etiquette Signs, and watershed greeter activities and partnerships.

Tier II E-bike Access Options: Outlines three options relating to E-bikes access, 1) continuing with current regulation, 2) establishing conditional usage, and 3) permit/registration system. **Next steps for Tier II,** staff is proposing that the Board of Directors approve Resolution No. 8607 to establish an interim Special Use Permit, which is described in detail below.

Tier III Watershed Recreational Plan: Entails a long-term planning processes that evaluates current watershed use patterns and watershed facility improvements necessary to preserve safe, multi-use access while protecting user's experiences and the watershed natural resources. **Next steps for Tier III,** staff will begin the process of scoping out the framework for a recreation management plan for the watershed. The recreation planning process would be expected to kick off in Fiscal Year 2022.

Watershed Recommendations

1. *Interim Special Use Permit for E-bike*

If approved, Resolution No. 8607 will establish an interim Special Use Permit for E-bikes for a period of up to three years. The Special Use Permit would allow for E-bikes to ride on fire roads which are currently open to traditional bicycles for a period up to three years. During the interim period the below conditions would be required and the Board could revoke the permit if necessary. An interim period will allow Marin Water to collect information relating to E-bike usage on the watershed and observe how E-bikes integrate into the broader recreational community. The District would be looking to collect information relating to the total number of E-bikes and bicycle users, traffic patterns along watershed roads, dynamics among watershed visitors, and potential impacts from all recreational activities on the watershed facilities and natural resources. During the interim permit period Marin Water will expand Slow Zones and install signs promoting trail etiquette to support responsible recreation on the watershed. Additionally, Marin Water will scale up the Watershed Greeters Program activities and support for existing outreach programs such as the "Slow and Say Hello" program. Staff will also expand project restore activities with a focus on closing non-system trails that are impacting sensitive natural resources and will evaluate opportunities for creating conservation zones on the watershed which will be fully evaluated as part of the watershed recreation planning process.

The E-Bike Special Use Permit will establish a set of conditions to guide E-bike access on Marin Water's watershed lands.

Special Use Permit Conditions for E-Bikes

- Only Class I E-bikes are permitted for use in areas that are currently open to traditional bicycles.
- E-bike Classes II and III are not permitted under this Special Use Permit.
- No E-bikes are allowed on the watershed on Red Flag Days.
- E-bikes must follow the 15 mph speed limit and a 5 mph speed limit while passing hikers, runners, etc.
- Commercial E-bike operators are not permitted to operate under this permit.
- Aftermarket E-bike kits installed on a traditional bicycle are not allowed for use under this E-bike Special Use Permit.

2. Ranger Staffing

The Watershed Protection and Watershed Management departments are housed within the Watershed and Facilities Division of Marin Water. The Watershed Protection Department operates out of the Sky Oaks Headquarters, and is currently staffed by six (6) full time Rangers, one (1) contract Sheriff Deputy, and two (2) seasonal Watershed Aides. The Watershed Protection department is responsible for delivery of public safety services on Marin Water's watershed lands to assure visitor protection, water supply security, watershed wildfire initial response, and control and supervision of the recreational visitors. Rangers pro-actively patrol and respond to emergencies on Marin Water's 21,860 acres of watershed lands, 92 miles of fire roads, 59 miles of trails and oversee watershed search and rescue operations.

To further support recreational activities and public safety on the watershed staff is proposing to increase Ranger staffing over the next two fiscal years. An increase of Rangers will enhance the number of hours Rangers spend in the field pro-actively patrolling the watershed and interacting with visitors. Staff will bring to the March Watershed Committee a review of current Ranger activities and identify what activities will be enhanced with increased staff levels.

3. Watershed Recreation Plan

Mt. Tamalpais and its adjacent watersheds support a rich array of plants and animals, panoramic vistas, and recreational opportunities that are treasured by residents and visitors alike. Since before the turn of the last century, Mt. Tamalpais has been a magnet for recreationists. The Marin Water's Mt. Tamalpais watershed lands receive approximately 1.8 million visitors annually (MMWD 2013) and is part of the Golden Gate Biosphere Reserve (UNESCO 2002). Watershed users include anglers, hikers, equestrians, nature viewers, runners, walkers, youth camps, cyclists and many more. Marin Water's central role is to supply drinking water to over 190,000 community members and is also responsible for stewarding the Mt. Tamalpais watershed to protect its natural ecology and water supply.

Through the E-bike review process Marin Water has focused on the need to manage recreation with a focus on protecting its watershed lands. A Watershed Recreation Plan will allow Marin Water to develop and implement management strategies to provide a quality outdoor experience, minimize user conflicts, and maintain the natural ecology of the watershed. The Plan will go beyond the narrow issue of E-bikes access and evaluate all recreational activities on the watershed holistically. Establishing a three year interim Special Use Permit will allow Marin Water to collect additional information about E-bike use and observe how this use fits in with the large watershed recreational community. While conducting the Watershed Recreation Plan Marin Water will be able to collect additional information relating to recreation on the watershed and incorporate this information to inform recreation management strategies and public safety operations with a focus on the watershed's natural resources and water supply.

The plan would aim to facilitate safe access that is supported by appropriate regulations, facilities, partnerships, natural resources protection measures, educational programs, and signage which collectively would help protect the district watershed lands. The Plan will consider current watershed use patterns and watershed facility improvements necessary to support recreational activities. The overarching goal is to develop guidelines and operational procedures designed to protect the unique goals of different watershed user groups and the biodiversity of the district's watershed lands. A Recreational Management Plan will allow Marin Water to evaluate all recreational activities together in order to craft a long-term recreational management approach that can help address ongoing user conflicts through influencing the recreational culture on the watershed by implementing specific recreation management actions.

Preliminary Outline

- Define Sustainable Recreation for Watershed Lands
- Framework for Monitoring and Managing Watershed Recreational Activities
- Assessment of Watershed Recreational Infrastructure, including management practices and needs to support the different goals of watershed visitors.
- Protection of Watershed's Natural Resources and Assets
- Community Partnerships and Engagement
- Management Actions Necessary to Achieve Desired Conditions

CEQA Compliance

The recommended action to establish an interim Special Use Permit for Class I E-bikes on existing fire roads on Marin Water's Mt. Tamalpais Watershed lands is categorically exempt from CEQA as follows:

CEQA Guidelines section 15301. EXISTING FACILITIES

CEQA exempts the operation or minor alteration of existing public or private structures, facilities, or topographical features, which involve negligible or no expansion of existing or

former use. The use of E-bikes on fire roads where bicycles are already allowed represents a negligible expansion of use of existing facilities.

CEQA Guidelines section 15304. MINOR ALTERATIONS TO LAND

CEQA exempts minor alterations in the condition of land which do not involve removal of healthy, mature, scenic trees and have negligible or no permanent effects on the environment. As stated herein, the use of E-bikes on fire roads where bicycles are already allowed will have a negligible effect on the environment.

CEQA Guidelines section 15311. ACCESSORY STRUCTURES

CEQA exempts construction, or placement of minor structures accessory to (appurtenant to) existing facilities, such as on premise signs. As described in this report, signs may be installed or altered in order to promote trail etiquette, expand Slow Zones, and to notify visitors of the permit requirements for E-bikes.

CEQA Guidelines section 15306. INFORMATION COLLECTION

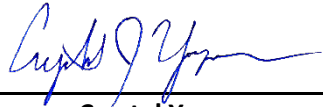

CEQA exempts information gathering activities or actions that are part of a study leading to an action which the agency has not yet adopted, which do not result in a serious or major disturbance to an environmental resource. Establishing an interim Special Use Permit for E-bikes will allow for Marin Water to collect information about E-bike use in certain areas. This information will inform future policy decisions about E-bike use on fire roads.

FISCAL IMPACT

The FY 20-21 adopted budget includes sufficient funds in the Watershed 6710 and 6750 fund center to support the initial costs of establishing a Special Use Permit for E-bikes. The District would budget sufficient funds in FY 21-22 for a Watershed Recreational Plan and update to the Watershed Census Survey.

ATTACHMENT(S)

1. Resolution No. 8607
2. E-bike Special Use Permit CEQA Notice of Exemption
3. Power Point Presentation

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Crystal Yezman Director of System Maintenance and Natural Resources	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8607

**RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT
AUTHORIZING AN INTERIM SPECIAL USE PERMIT FOR CLASS I E-BIKES ON THE
WATERSHED**

WHEREAS, Marin Water has allowed conventional mountain bikes on fire roads for many years as part of a multi-use trail system that includes hiking and equestrian use. Criteria for recreation use are governed by Policy 7 Part 5 and Title 9 of Marin Water's Code entitled *Regulations for Use of Marin Municipal Water District Lands*; and

WHEREAS on December 11, 2018, the District held a public workshop on E-bikes and heard community input regarding E-bike usage on the watershed's fire roads; and

WHEREAS, from September 2019 through March 2020, the District convened a Community Advisory Committee to better understand public concerns associated with E-bikes and to explore topics that were brought forward during the 2018 Public Workshop; and

WHEREAS, California State Assembly Bill (AB) 1096, adopted in 2016, authorizes the use of Class 1 and Class 2 E-Bikes on paths or trails where bicycles are allowed, subject to local jurisdiction authorization, and formalized specific categories of E-Bikes via additions to the California Vehicle Code (at section 312.5); and

WHEREAS, District code section 9.04.01 prohibits the use of motorized bicycles, but District Code section 9.01.11 further provides that the District, in its sole discretion, may grant written exemptions to all or any portion of the watershed land use regulations by special use permit, contract, or lease; and

WHEREAS, based on community interest and interest in further exploring the allowance of Class I E-Bikes on the watershed, staff has proposed the authorization of an interim special use permit with certain conditions that would allow Class I E-Bikes to be allowed on the watershed on all fire roads where non-motorized bicycles are presently allowed for a period of up to three years; and

WHEREAS, the conditional and temporary allowance of Class I E-Bikes on the watershed as described herein is anticipated to result in a negligible increase in overall use of the watershed's existing fire roads, which were designed for heavy maintenance vehicle use, and therefore staff has found the authorization of the special use permit would be exempt from further analysis pursuant to the California Environmental Quality Act based on those exemptions set forth and described in the staff report presented on this matter.

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

- A. The Board of Directors finds as follows:
1. The above recitals are true and accurate and are incorporated herein by this reference.
- B. Under authority granted by District Code Section 9.01.11 the District authorizes a three-year interim Special Use Permit for Class I E-bikes. The three year permit will expire on December 31, 2023, unless sooner revoked by the Board of Directors.
- C. Under the Special Use Permit Class I E-bikes will be permitted to use all fire roads currently open to traditional bicycles and are subject to all the same bicycle laws and regulations as traditional bicycles while operating on Marin Water's watershed lands. Under the Special Use Permit the following conditions apply to E-Bikes on the watershed.

Special Use Permit Conditions for E-Bikes

- Only Class I E-bikes are permitted for use in areas that are currently open to traditional bicycles.
 - E-bike Classes II and III are not permitted under this Special Use Permit.
 - No E-bikes are allowed on the watershed on Red Flag Days.
 - E-Bikes must follow the 15 mph speed limit and a 5 mph speed limit while passing hikers, runners, etc.
 - Commercial E-bike operators are not permitted to operate under this permit.
 - Aftermarket E-Bike kits installed on traditional bicycle are not allowed for use under this E-bike Special Use Permit.
- D. The Project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR Section 15061 (b)(2), based on the following categorical exemptions:
- a. The Project is exempt under CEQA Guidelines Section 15301 (c) because of operation of an existing bicycle and pedestrian trails involve negligible expansion of an existing or former use.
 - b. The Project is exempt under CEQA Guidelines Section 15304 (e) because it will consist of minor public or private alteration in the condition of land for a temporary period of up to three years.
 - c. The Project is exempt under CEQA Guidelines Section 15311 because it will consist of placement of minor structures such as signs to inform users regarding permit requirement and trail etiquette.
 - d. The Project is exempt under CEQA Guidelines Section 15306 because the interim permit will allow for information gathering regarding recreational usage on the watershed.

- E. Application of the categorical exemptions is not barred by any of the exceptions set forth in 14 CCR Section 15300.2.
- F. Pursuant to 14 CCR Section 15062, the Board of Directors directs staff to file a Notice of Exemption for the Project with the Marin County Clerk within five (5) days of adoption of this Resolution, which shall constitute Project approval as defined by 14 CCR Section 15352(a).

PASSED AND ADOPTED this 15th day of December, 2020, by the following vote of the Board.

AYES:

NOES:

ABSENT:

President, Board of Directors

ATTEST:

Board Secretary



Notice of Exemption

TO: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 Via US Mail and email: state.clearinghouse@opr.ca.gov County Clerk County of Marin 3501 Civic Center Drive, Suite 234 San Rafael, CA 94903	FROM: Marin Municipal Water District 220 Nellen Ave Corte Madera, CA 94925 Attn: Crystal Yezman, P.E., Director of System Maintenance and Natural Resources
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Project Title: E-bike Special Use Permit

Project Location - Specific: Marin Municipal Water District Watershed Lands (APN 197-120-04), Fairfax, CA

Project Location – County: Marin

Project Description: Currently bicycles are allowed on over 90 miles of fire roads on Marin Water’s Mt. Tamalpais Watershed lands. In recent years, there has been an increase in the general usage of electric bicycles (E-Bikes) and people interested in using them on Marin Water’s watershed lands. Assembly Bill (AB) 1096, adopted in 2016, authorized the use of Class 1 and Class 2 E-Bikes on paths or trails where bicycles are allowed and formalized specific categories of E-Bikes via additions to the California Vehicle Code (at section 312.5). The project will authorize an interim Special Use Permit that will allow E-Bikes on the watershed on all roads presently open to non-motorized bicycles for a period of up to three years with certain conditions, to include Class I E-Bikes only, all rules applicable to non-motorized bicycles will apply, use prohibited on red flag days of high fire risk. The issuance of a Special Use Permit will allow Marin Water to collect information relating to E-Bikes using the watershed and observe how E-Bikes integrate into the recreational community.

Public Agency Approving Project: Marin Municipal Water District (Marin Water)

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

CEQA Exemption Status: The Project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 (c) “Existing Facilities” (Class 1), CEQA Guidelines Section 15304 (e) “Minor Alterations to land” (Class 4), CEQA Guidelines Section 15311 (Accessory Structures), and CEQA Guidelines Section 15306 “Information Collection”.

Reason for Exemption: The Project is exempt under CEQA Guidelines Section 15301 (c) because of operation of an existing bicycle and pedestrian trail involving negligible expansion of an existing or former use. The Project is also exempt under CEQA Guidelines Section 15304 (e) because it will consist of minor public or private alteration in the condition of land for a temporary period of three years. The Project is also exempt under CEQA Guidelines Section 15311 because it will consist of placement of minor structures such as signs to inform users regarding permit requirement and trail etiquette. The Project is also exempt under CEQA Guidelines Section 15306 because the interim permit will allow for information gathering regarding recreational usage on the watershed.

Project Approval: The Marin Municipal Water District Board of Directors approved Resolution No. 8607 at a meeting of the Board of Directors on December 10, 2020.

Lead Agency Contact Person: Crystal Yezman, P.E., Director of System Maintenance and Natural Resources
Telephone: (415) 945-1100

December 15, 2020

Crystal Yezman, P.E., Director of System Maintenance & Natural Resources

Date



E-bike Recommendations

December 15, 2020



Outline

- Recommendation
- District Codes and Regulations
- State Law
- E-Bike Review Process
- E-Bike Access Assessment
- Public Outreach
- Review of Recommendations
- Discussion



Recommendation

- 1. Approve Resolution No. 8607 to establish an interim Special Use Permit for a period up to three years**
- 2. Direct staff to include in preliminary FY 22/23 budget funding for additional Ranger positions**
- 3. Direct staff to include in preliminary FY 22/23 budget funds to support a Watershed Recreation Management Plan**

Recreational Regulations

The Marin Municipal Water District Law of 1911, under the State Water Code, authorizes the district to enact rules, regulations and ordinances, including the decisions that allow for public recreation and to govern use of its facilities.

- Board Policy 7 Mt. Tamalpais Watershed Management Policy-authorizes recreational activities.
- Title 9 Regulation for Use of MMWD Lands-controls type of use and identifies E-Bikes as motorized vehicles which are prohibited.

October 2015- AB 1096

AB 1096, codified as Section 21207.5 of the California Vehicle Code

- E-Bikes (Classes 1 & 2) are classified as a “bicycle”
- A public agency may adopt rules or regulations to restrict, or specify the conditions for, the use of bicycles, motorized bicycles, electric bicycles, skateboards, and roller skates on public property under the jurisdiction of that agency
- As a local public agency, Marin Water can decide how to regulate E-Bikes

E-Bike Review Process

December
2018

- E-Bike Public Workshop

Sept. 2019-
April 2020

- E-Bike Community Advisory Committee
- E-Bike CAC Summary Report

July 2020

- E-Bike Access Assessment
- MMWD Board Review

Sept. 2020

- E-Bike Public Outreach
19 individual stakeholder meetings



E-bike Access Assessment

Recommendations developed through the E-bike engagement process and currently being advanced.

Education campaign to influence recreational behavior

- **Outreach:** Expand Watershed Ambassador Program to a Watershed Greeter/Trail Ambassador Program.
- **Partnerships:** Increase support for “Slow and Say Hello” campaign.

Signage to raise awareness of trail etiquette and watershed regulations

- **Etiquette Signage:** Expands watershed signage with trail etiquette messaging to foster tolerance, understanding, and respect between user groups.
- **Slow Zones:** Increase Slows zones in high use areas and at downhill road intersections.

Natural Resource Stewardship

- **Project Restore:** Restore natural areas and habitat by closing non-system trails.
- **Conservation Areas:** Evaluate ecologically significant areas in the watershed and consider designating conservation zones to protect critical habitats and biodiversity.

Enforcement

- **Slow Zone Ordinance:** Establish new ordinance for reduced speeds in slow zones.
- **Fee Schedule:** Evaluate options for increasing fees for bikes/E-bikes on trails and in closed areas.
- **Closed Zones:** Evaluate closures for project restore sites and future conservation areas.



Trail Etiquette

- Don't block the trail
- Keep pets on leash
- Travel at a safe speed
- Communicate while passing
- Bicyclist must pass at 5 MPH
- Yield to horses
- Stay on marked trails or fire roads
- Pack out your trash



Inclusive Outdoors

Welcome to the
Mt. Tamalpais Watershed

Everyone is welcome.

Please respect
the land and water.

Please respect
other visitors.



Public Outreach Summary

Conservation Organizations: Supported current regulations prohibiting E-bikes and advocated for a focus on natural resources stewardship, protection of water quality, and stronger enforcement.

Equestrian Organizations: Supported continuing with current regulations, viewed permits/registration program as an option for ensuring accountability, and supported education, outreach and enforcement.

Bicycling Organizations: Supported Class I E-bikes and an interim process for access. Concerned that conditions could be confusing, and supported outreach over enforcement. While some also felt enforcement was necessary to stewards natural resources, ensure responsible use and protect other visitors recreational goals.

Land Management Agencies: Currently at different stages in their review process.

Recommendations

Interim E-bike Special Use Permit

9.01.11 Exemptions

The district, at its sole discretion, may grant written exemptions to all or any portion of these land use regulations by special use permit, contract, or lease; however, written exemptions shall be limited to uses consistent with the purpose of these regulations and shall not violate any provision of federal, state or county law or regulations.

E-Bike Special Use Permit

- Up to a three year period
- Class I E-Bikes only
- Restricted on Red-Flag Days
- After market E-Bike kits prohibited
- Commercial E-bike operators not permitted under Special Use Permit
- Class II and III prohibited

Watershed Ranger Staff

Increased Ranger staffing

- Include in preliminary FY 2022/23 budget funds to add additional Ranger staff



Watershed Recreation Plan

A Watershed Recreation Plan goes beyond the narrow issue of E-Bikes access and acknowledges that watershed use needs to be managed in a holistic and integrated manner. The Plan would evaluate current watershed use patterns and watershed facility improvements necessary to support safe inclusive use that protects biodiversity, water quality and the district's watershed lands.

Preliminary Outline

- Define Sustainable Recreational for Watershed Lands
- Framework for Monitoring Watershed Recreation
- Evaluate Watershed Facilities
- Protection of Watersheds Natural Resources and Assets
- Community Partnerships and Engagement
- Management Actions to Achieve Desired Conditions

Summary

E-bike Review Process

➤ **E-Bike Public Work Shop**

- E-Bike Public Workshop Written Comments

➤ **E-bike Community Advisory Committee**

- Seven Public Meetings

➤ **Stakeholder Outreach**

- Nineteen Meetings with Community Organizations & Land Management Agencies

Recommendations

1. **Approve Resolution No. 8607 to establish an interim Special Use Permit for a period up to three years**
2. **Direct staff to include in preliminary FY 22/23 budget funding for additional Ranger positions**
3. **Direct staff to include in preliminary FY 22/23 budget funds to support a Watershed Recreation Management Plan**

Approval Item

TITLE

United Site Services Contract No. 5652 Amendment No. 2

RECOMMENDATION

Authorize the General Manager to execute the Second Amendment to Contract No. 5652 to increase the total contract amount for portable toilet rentals and servicing.

SUMMARY

On November 27, 2018, the District and the Contractor entered into a Professional Services Agreement MA. 5652 with United Site Services for a period of two years. Amendment No. 2 will increase the contract budget from an annual not to exceed amount of \$30,012.99 to \$150,631.99. This is necessary due to the higher than normal levels of visitors frequenting Marin Water's watershed lands. The initial contract was for 17 portable toilets with servicing frequencies set at one or two days a week, in response to the COVID 19 pandemic Marin Water added 10 portable units and increased servicing to two and three times per week.

DISCUSSION

Marin Water's watershed lands are part of a larger complex of publicly-owned lands on Mt. Tamalpais that, taken together, support rich, natural ecosystems. Since before the turn of the last century, Mt. Tamalpais has been a magnet for recreationists. Regular visits by these different user groups to the district's Mt. Tamalpais watershed lands is estimated at more than 1.8 million visitors annually (Alta Planning, 2013)¹. In part due to the COVID 19 pandemic and the Shelter In Place Order issued by Marin County, the Watershed and other open space lands throughout Marin County have seen a higher than normal level of use since March of 2020. With this increase, the district has been faced with some new and unique challenges. Increased visitation has resulted in increased use of watershed restroom facilities, which resulted in Marin Water increasing the level of servicing to all portable restrooms and installing hand sanitizer in July of 2020. Due to ongoing over use of these facilities Marin Water began adding additional portable toilets in high user areas where the existing facilities were being over used.

On November 27, 2018, the District and the Contractor entered into a Professional Services Agreement MA. 5652 with United Sties Services for a period of two years. The Professional Services Agreement contains an option for Marin Water to extend the term of the contract for one year. On October 31, 2020, the initial two-year Contract term expired and the District executed Amendment No. 1 to extend services for one additional year until October 31, 2021. As a result of the COVID 19 pandemic, the watershed has experienced a higher than normal level of use. This higher than average level of use resulted in Marin Water needing to increase the level of servicing of all portable toilets and the total number of portable toilets on the

watershed. Amendment No. 2 will increase the contract amount from \$30,012.99 to \$150,626.99 annually to cover the costs of increasing portable toilet facilities.

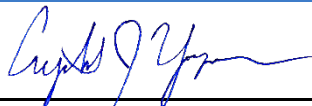

The initial contract included four (4) ADA portable toilets and 14 standard portable toilets. These were being serviced one or two times per week depending on the location. In July of 2020, Marin Water doubled the servicing frequency and added additional units in high use areas. Due to ongoing higher than normal use Marin Water added additional portable toilets and increased servicing of all units. Staff is recommending that the Board of Directors approve Amendment No. 2 to MA 5652 to maintain the increased servicing frequency and additional portable toilets. Staff recommends continuing with this level portable toilet rental and servicing until watershed visitation returns to pre COVID 19 pandemic levels. The increased sanitization services are needed to help the community slow the spread of the COVID 19 pandemic and to keep visitor safe while on the watershed.

FISCAL IMPACT

Marin Water budgeted \$30,012.99 for MA 5652 in FY 2021. Increased costs associated with additional portable toilets and increased servicing is beyond what is currently budgeted and the associated funds will need to be re-allocated from other budgeted watershed initiatives.

ATTACHMENT(S)

1. Amendment No. 2 to MA 5652

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Crystal Yezman Director of System Maintenance and Natural Resources	 Ben Horenstein General Manager

**AMENDMENT NO. 2 PORTABLE TOILET SERVICE
CONTRACT BETWEEN MARIN MUNICIPAL WATER
DISTRICT and UNITED SITE SERVICES OF CALIFORNIA
INC.
(MA 5652)**

This Contract Amendment ("Amendment No. 2") is entered into by and between Marin Municipal Water District ("District") and United Site Services of California, INC. ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On November 27, 2018, the District and the Contractor entered into a Professional Services Agreement MA. 5652 for Portable Toilet Services for a period of two years.
- B. The Professional Services Agreement contains an option for the District to extend the term for one year. On October 31, 2020, the initial two-year Contract term expired and the District executed Amendment No. 1 to extend services for one additional year until October 31, 2021.
- C. At this time, the Parties desire to execute an amendment ("Amendment No. 2") to the Contract to increase the budget from \$30,012.99 by an amount equal to \$120,619. The increase is necessary to support additional sanitation facilities on the watershed due to increases in visitation resulting from the COVID 19 pandemic and overuse of facilities.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 2 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.

B. PART A-- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT:

- a. The scope of work as set forth in the Professional Services Agreement shall be augmented by those services identified in Attachment A to this Second Amendment, which is made part of this Second Amendment.
- b. The fee and fee payment for such work shall be amended as stipulated under the fee schedule included in Attachment A to this Second Amendment, but the additional scope of services shall not exceed \$120,619. The total amount paid for all services under the Professional Services Agreement shall not exceed the total cumulative amount of \$150,631.99 annually.

Executed by the parties as follows:

**United Site Services of California,
Inc.**

Dated: _____

By: _____

Adam W. Jacobs, Vice President

Marin Municipal Water District

Dated: _____

By: _____

Bennett Horenstein, General Manager

Amendment No. 22 MA 5652

Attachment A Portable Toilet Rental

The following items represent the physical locations of services and at which portable services are to be provided.

LOCATION AND DESCRIPTION	NUMBER OF UNITS	<u>SERVICE PORTABLE TOILETS</u>		PRICE PER SERVICE VISIT	EXTENDED PRICE PER YEAR
		SERVICE VISITS PER WEEK	WEEKS PER YEAR		
EXAMPLE Standard Restroom	2 EACH	2 TIMES	X 52 WEEKS	\$	\$
Phoenix Lake (end of Lagunitas Road, Ross)					
ADA Restroom	1 EACH	3 TIMES	X 52	\$ 28.40	\$ 3,066
Standard Restroom	2 EACH	3 TIMES	X 52	\$ 19.65	\$ 6,130
Lagunitas Picnic Grounds (49 Sky Oaks Road, Fairfax)					
ADA Restroom	1 EACH	3 TIMES	X 52	\$ 28.40	\$ 3,066
Standard Restroom	6 EACH	3 TIMES	X 52	\$ 19.65	\$ 18,393
Rock Spring Parking Lot (Ridgecrest Blvd intersection Pan Toll Road, Mill Valley)					
ADA Restroom	1 EACH	2 TIMES	X 52	\$ 28.40	\$ 2,044
Standard Restroom	3 EACH	2 TIMES	X 52	\$ 19.65	\$ 6,131
Bon Tempe (49 Sky Oaks Road, Fairfax)					
Standard Restroom	2 EACH	3 TIMES	X 52	\$ 19.65	\$ 6,131
Sky Oaks (49 Sky Oaks Road, Fairfax)					
ADA Restroom	2 EACH	3 TIME	X 52	\$ 28.40	\$ 6,131
5 Corners (49 Sky Oaks Road, Fairfax)					
Standard Restroom	1 EACH	2 TIMES	X 52	\$ 19.65	\$ 2,044
Nacasio Lake (Nicasio Valley Road, Nacasio)	2 EACH	2 TIMES	X 52	\$ 19.65	\$ 4,088

Standard Restroom

Soulajule Reservoir (1400
Marshall Petaluma Hill
Road, Petaluma)

\$ 4,088

Standard Restroom 2 EACH 2 TIMES X 52 \$ 19.65

Keys Creek (26800 Hwy 1,
Tomaes)

\$ 19.65

Standard Restroom 1 EACH 2 TIMES X 52 \$ 2,044

Cataract Trailhead (Bo-Fx
Road, Fairfax)

Standard Restroom 1 EACH 3 TIMES X 52 \$ 19.65 \$ 3,066

Alpine Dam (Bo-Fx Road,
Fairfax)

Standard Restroom 2 EACH 3 TIMES X 52 \$ 19.65 \$ 6,131

West Point Inn

1 EACH 2 TIMES X 52 \$ 19.65 \$ 3,066

Additional Rentals and
Services
March 2020-October 2021

\$ 45,000

SUB TOTAL **\$ 120,619**

Approval Item

TITLE

Labor Agreement with SEIU Local 1021 and Modification of Resolution No. 8214 for Unrepresented Employees

RECOMMENDATION

Approve Amendment Number 3 to Collective Bargaining Agreement with SEIU 1021, establishing the salaries and other terms and conditions of employment through June 30, 2023.

Approve Resolution No. 8617 establishing the salaries and other terms and conditions of employment for non-represented management, mid-management and confidential employees through June 2023.

SUMMARY

The current labor agreement with SEIU, initially ratified for an effective date of July 1, 2013 and extended to June 30, 2021, is set to expire. Resolution 8214, which was amended by Resolutions No. 8398, 8477 and 8602 for non-represented employees, is also set to expire. In anticipation of the expirations, the District and SEIU Local 1021 representatives met in December of this year and reached a tentative agreement which the union membership ratified. Unrepresented employees were informed of proposals to extend the Resolution and were provided an opportunity to raise concerns or request clarification on any of the proposed terms. Consensus was reached to extend the current agreement for two additional years without any additional modifications and to extend the cost of living adjustments (COLA) increases through fiscal years 2021/22 and 2022/23.

The proposed terms were presented to the Board during a previous meeting, on December 15, 2020, as a request for consideration.

DISCUSSION

Due to continued positive labor and management relations, along with having a good working contract covering represented employees and a resolution covering unrepresented employees, both employee groups were agreeable to the idea that beyond the COLA no other pay or benefit changes would be considered at this time and there would be no other changes to the agreements.

Staff believes that it will be prudent to reopen the contract to consider best practices and necessary legal updates following this extension and therefore anticipate that this will be the last extension recommended.

The agreements would:

Provide Cost of Living Adjustments, effective July 1, 2021 and July 1, 2022 based on the previous calendar year's San Francisco-San Jose-Oakland metropolitan area Consumer Price Index-U, with a minimum of 2.0% and a maximum of 3.0%.

Amendment No. 3 to the collective bargaining agreement with Service Employees International Union, Local 1021 will authorize a two (2) year extension of the current extended agreement with the Union and the District, covering the period of July 1, 2021 to June 30, 2023.

Resolution No. 8617 will amend Resolution No. 8214 for management and confidential non-represented employees by extending the current resolution for two years, covering the period of July 1, 2021 to June 30, 2023. Resolution 8214 has been previously amended by Resolutions No. 8398, 8477 to extend the resolution and it has been amended by Resolution No. 8602 to correct and update job titles.

Additionally, staff recommends deleting Section 19, Van Pools, from the Resolution No. 8214. The section requires the District to investigate the use of van pools. That obligation has been met and the District has a van pool program; Section 19 is no longer relevant and should be deleted.

FISCAL IMPACT

For all employees, SEIU and non-represented, the annualized cost increase for 2021/22 with a COLA of 3% is \$846,000. The salary and benefit increase is included in the 2021/22 operating and capital budgets. The range for the projected increases for 2022/23 from 2021/22 assuming a 2% and 3% COLA are \$581,000 and \$872,000. The amounts include application of the COLA to pay and salary based benefits.

ATTACHMENT(S)

1. Proposed amendment #3 to SEIU Collective Bargaining Agreement
2. Resolution No. 8617

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Human Resources	 Vikkie Garay Human Resources Manager	 Ben Horenstein General Manager

**AMENDMENT NO. 3 TO
THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MARIN MUNICIPAL WATER
DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION SEIU
LOCAL 1021**

This contract amendment ("Amendment No. 3") is entered into by and between Marin Municipal Water District ("District") and **Service Employees International Union, Local 1021** ("Union").

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. The District and the Union entered into a collective bargaining agreement effective July 1, 2013 June 30, 2016 ("Collective Bargaining Agreement").
- B. Amendment No. 1 to the Collective Bargaining Agreement was executed by the parties, extended the term of that agreement until June 30, 2018 and revised Section 10.1 entitled "General Salary Increase."
- C. Amendment No. 2 to the Collective Bargaining Agreement was executed by the parties, extended the term of that agreement until June 30, 2021 and revised Section 10.1 entitled "General Salary Increase."
- D. The parties desire to again extend the Collective Bargaining Agreement until June 30, 2023 and amend Section 10.1 entitled "General Salary Increase" all as described below.

Section 2. Amendments:

- A. Amendment to Collective Bargaining Agreement: This Amendment No. 3 modifies the Collective Bargaining Agreement. Except for the modifications contained herein, all the terms of the Collective Bargaining Agreement shall apply.
- B. Terms:
 - 1. Section 10. Salaries, Section 10.1 "General Salary Increase" is amended to add the following provisions which read as follows:
 - 7. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2021 shall not be less than 2.0% or greater than 3.0%.

8. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2022 shall not be less than 2.0% or greater than 3.0%.

2. Section 30. Duration is amended to read as follows:

This Collective Bargaining Agreement shall be effective July 1, 2021 and except for those provisions of the Collective Bargaining Agreement which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Collective Bargaining Agreement:

MARIN MUNICIPAL WATER DISTRICT

John Gibson, President
Board of Directors

Dated: _____

Bennett Horenstein
General Manager

Vikkie Garay
Human Resources Manager

SEIU LOCAL 1021

Aaron Burton, Field Representative
SEIU Local 1021

Dated: _____

Mariette Shin, Union President

Augustin Gerena, Vice President

Chris Turnham, Treasurer

Suzanne Whelan, Secretary

Barry Dobbins, Union Steward

Jason Gooding, Union Steward

Darrel Patchin, Union Steward

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8617

RESOLUTION OF THE BOARD OF DIRECTORS

AMENDING RESOLUTION NO. 8214

WHEREAS, on June 18, 2013, the Board of Directors adopted Resolution No. 8214 regarding unrepresented employees and established the salaries, benefits and other conditions of employment for those employees; and

WHEREAS, on June 7th, 2016, the Board adopted Resolution No. 8398 amending Resolution No. 8214 regarding general salary increases and the term of the agreement; and

WHEREAS, on January 2th, 2018, the Board adopted Resolution No. 8477 amending Resolution No. 8214 regarding general salary increases and the term of the agreement; and

WHEREAS, on September 15th, 2020, the Board adopted Resolution No. 8602 amending Resolution No. 8214 to update the job titles covered by the District's Unrepresented Employee Resolution; and

WHEREAS, the Board desires to again amend Resolution No. 8214 all as described below.

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

A. This Resolution modifies Resolution No. 8214. Except for the modifications contained herein, all the provisions of Resolution No. 8214 shall apply.

B. Paragraph 1, formerly entitled "Division Mangers" is now "Division Directors". Division Directors is amended to read as follows:

Division Directors include: Director of Engineering, Director of Systems Maintenance and Natural Resources, Finance Director/Treasurer and Operations Director.

C. Paragraph 2 regarding "Mid-Managers" is amended to read as follows:

Mid-Managers include the following classifications which are salaried positions and exempt from the overtime and hourly provisions of this resolution under the Fair Labor Standards Act: Assistant Superintendent of Operations, Assistant Superintendent Water Treatment, Communications and Public Affairs Manager, Customer Service Manager, Engineering Support Services Manager, Finance Manager, Grant Program Coordinator, Human Resources Manager, Information Technology Manager, Natural

Resources Program Manager, Principal Engineer - Planning, Principal Engineer-Design & Construction, Safety and Emergency Response Manager, Senior Engineer I - Manager, Senior Engineer II - Manager, Senior Human Resources Analyst, Staff Attorney, Superintendent of Operations, Superintendent of Systems Maintenance and Support Services, Superintendent of Water Treatment, Water Conservation Manager, Water Quality Manager, Water Quality Lab Manager, Watershed Protection Manager-Chief Ranger and Watershed Resources Manager.

D. Paragraph 3 regarding “Confidential Employees” is amended to read as follows:

Confidential Employees include: Administrative Assistant-Confidential, Administrative Legal Support Specialist, Board Secretary, Executive Assistant to the General Manager, Business Systems Analyst - Confidential, Finance Analyst, Human Resources Analyst, Human Resources Technician and Payroll Technician.

All terms and conditions of employment that are contained in the Collective Bargaining Agreement, SEIU Local 1021 as approved by the Board of Directors on June 18, 2013 and any amendments thereto approved by the Board shall apply to Confidential Employees unless otherwise noted.

E. Paragraph 6.1 “Salaries, General Salary Increase” is amended to add the following language:

5. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2021 shall not be less than 2.0% or greater than 3.0%.

6. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2022 shall not be less than 2.0% or greater than 3.0%.

F. Paragraph 18, Van Pool, is hereby deleted.

G. Paragraph 27 entitled “Term” is added to read as follows:

This resolution shall be effective July 1, 2021 and except for those provisions of Resolution No. 8214 which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2023.

PASSED AND ADOPTED this 15 day of December, 2020 by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

President, Board of Directors

ATTEST:

Board Secretary

Approval Item

TITLE

Approval to Fill Senior Engineering Technician Position

RECOMMENDATION

Authorize the General Manager to recruit and hire one Senior Engineering Technician in the Engineering Division.

SUMMARY

A Senior Engineering Technician position will become vacant this month upon the retirement of the incumbent. Staff requests the Board authorize the General Manager to fill the vacant Senior Engineering Technician position. Staff intends to fill this position through an internal recruitment process, which supports promoting qualified District personnel. Therefore staff further requests the Board authorize the General Manager to recruit and fill a vacant position that may be subsequently created upon filling this Senior Engineering Technician position.

DISCUSSION

The Senior Engineering Technician conducts a variety of tasks in support of the maintenance, improvement, replacement and operation of the District's water system and watershed. These tasks include preparing construction contract drawings for District projects beginning with preliminary design using AutoCAD Civil 3D and continuing through post project completion activities, for District capital improvement projects; conducting data collection surveying with Trimble Total Station to create topographical base maps to evaluate and revise design criteria; working closely with project engineers. District staff anticipate filling this position in January 2021.

FISCAL IMPACT

The budgeted amount of \$70,132 reflects the anticipated annual salary with benefits based on filling the Senior Engineering Technician position on January 1, 2021. Salary and benefits for the Senior Engineering Technician position are budgeted in the Engineering Division's budget for FYE 2021. The total annual salary with benefits for the Senior Engineering Technician position ranges from \$121,196 to \$147,286. Filling this position, and a subsequent position that may become vacant as a result of filling this Senior Engineering Technician position, will not increase the total number of FTEs.

ATTACHMENT(S)
None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Michael Ban Director of Engineering	 Ben Horenstein General Manager

Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary



THROUGH: Ben Horenstein, General Manager



DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule and Agenda Items

SUMMARY

Review of the upcoming Board of Directors and Committee meetings.

DISCUSSION

Below are the upcoming meetings of the Board of Directors and/or Committees:

- Thursday, December 17, 2020
Finance Committee/Board of Directors (Finance) Meeting
(including 10-year Financial Plan Workshop 1A)
9:30 a.m.
- Tuesday, January 5, 2021
Regular Bi-Monthly Board of Directors' Meeting
(including establishing the 2021 board calendar of meetings)
7:30 p.m.
- Wednesday, January 13, 2021
10-Year Financial Plan Workshop 1B
9 a.m. to 12 p.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None